

WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

Northeast Region

INVITATION TO BID

Contract Number # 1251

Contract Digest: SITE PREPARATION, GROUND HERBICIDE
(Herbicide application used to eliminate weed competition or undesirable trees prior to planting)

SECTION I

- Notice to All Bidders
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SECTION I

Notice to All Bidders

Instructions to All Bidders

SECTION I

NOTICE TO ALL BIDDERS

Bids will be received at the Department's Northeast Region office by telephone. Mike Nystrom the NE Region Intensive Management Forester will call at least 3 potential bidders between 2:00 and 3:00 pm on August 11, 2009.

Department of Natural Resources
Northeast Region
PO Box 190
Colville, WA 99114

Bid Award: Bids will be evaluated by the Department's Northeast Region office with an award to be announced by phone and e-mail at 4:00PM on August 11, 2009.

You are invited to bid this work and are advised to examine the areas prior to oral bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Ellen Stanford or Mike Nystrom at 1 (509) 684-7474.

SECTION II

Division I - Bidding Requirements

Division II - General Provisions

Division III - Specifications

SECTION II, Division I - Bidding Requirements

1-10 Preparation of Bids

- 1-11 Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the work unit(s) prior to submission of any bid. No consideration shall be given any claim of bidding without comprehension of conditions.

1-20 Submission of Bids

- 1-21 Your bid response to this Invitation to Bid/Contract is an offer to contract with the Department of Natural Resources. A bid response becomes a contract when officially accepted and awarded by the department as evidenced by return of a countersigned SECTION V, "Offer and Contract Award".
- 1-22 Bids shall be oral by telephone call and recorded on the State of Washington Record of Competition form (RecordCompetition.doc REV 2003-06-02).

1-30 Performance/Damage Deposit

- 1-31 Contractor agrees to furnish a performance/damage deposit in the amount of ten percent (10%) of the Contractor's total award. The deposit shall be submitted as per clause 1-45, and shall be in the form of certified check, savings account assignment, or irrevocable letter of credit acceptable to the Department. This deposit is to guarantee performance of all provisions of this contract and payment of any damages caused by operations under this contract or resulting from Contractor's noncompliance with any contract provisions or the law.
- 1-32 Bid deposits may be converted to apply to part or all of the required performance/damage deposits after successfully securing a bid.

1-40 Award of Contract

- 1-41 Oral explanation and interpretations prior to bid opening shall not be binding.
- 1-42 Award of contract shall be on the basis of an "Item" or an individual "Unit" as specified in the Bid Form. An "Item" shall be a specific group of individual "Units". "Items" or "Units" to be awarded are identified in the Bid Form. Individual "Units" are described in the Unit Description. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all bidders seven (7) days or more prior to bid opening.
- 1-43 Award of contract shall be to the lowest responsible bidder as determined by the Department of Natural Resources (Clause 1-44). To be considered, bids must conform to the bidding requirements herein, except that the Department may waive informalities and minor irregularities in bids received. The Department further reserves the right to reject any or all bids received.
- 1-44 Award is conditioned in addition to price, on the Contractor showing upon request by the Department of Natural Resources the capability of fulfilling the contract terms herein by reason of past performance, ability to complete work in the specified time, previous and existing compliance with laws relating to this contract, and the character, reputation, judgment, and experience of the bidder, and other information which may be secured and have a bearing upon award. Failure to demonstrate this capability or to conform to the contract terms herein, will nullify award on all or certain items tentatively awarded. In the event of such failure, the Department shall be the sole judge of the items to be selected for award and/or nullification of award.

- 1-45 An Award Instructions letter and a copy of the executed contract will be mailed to the successful bidder. The contract award is conditioned on the following: Within ten (10) days after the Contractor receives their Award Instructions letter the Department must receive from the Contractor the performance/damage deposit, certification of insurance, and the Contractor's Declaration of Industrial Insurance Status as specified in Clauses 1-31, 2-24 and 2-29 respectively, and furthermore the Contractor shall submit the aforementioned through the Department's Region office specified in Instructions To All Bidders (page 4). It shall be the Department's prerogative to extend the time allowed for receipt of the above items if such an extension is in the best interest of the Department. Failure by the Contractor to submit the above items to the Department within the time specified or within an extension of that time as provided for shall be cause for the Department to consider the contract award rejected (Clause 1-23).

SECTION II, Division II - General Requirements

2-10 Definitions

- 2-11 Department: The Department of Natural Resources of the State of Washington, action by or through an authorized employee or agent.
- 2-12 Contractor: The person, partnership, or corporation to whom the contract is awarded.

2-20 Responsibilities and Legal Relations

- 2-21 The Contractor shall abide by and comply with all the laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect his/her contract. The Contractor will make any payments, contributions, remittances and all reports and statements required under said laws.
- 2-22 The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing provisions of his/her contract with the Department.
- 2-23 The Contractor shall save harmless the State of Washington, the Department, their officers, agents and employees from any and all claims for damages, injuries to persons or property that may occur as a result of the performance of the Contractor, agents or employees in connection with this contract.
- 2-24 The Contractor shall have and maintain for the life of the contract, liability insurance covering each motor vehicle operating hereunder with limits not less than \$1,000,000 personal injury and property damage. The Department shall be supplied with a certificate of insurance coverage, as per Clause 1-45.
- 2-25 The Contractor shall abide by and comply with all laws and regulations of the United States, State of Washington and counties wherein the work is executed insofar as they affect the safety, health and welfare of any and all employees.
- 2-26 In the event of legal conflict, the Contractor agrees to submit to the jurisdiction of the courts of the State of Washington and further agrees the venue shall be laid in Thurston County.
- 2-27 The State is not liable for delay or nonshipment of supplies and materials or for delay or nonperformance of its obligations if occasioned by war, civil commotions, strikes, lockouts or labor disturbances.
- 2-28 For all active work sites the Contractor shall provide a contract representative who shall be on the site and responsible for directing the contracted activities of that site. The Contractor shall designate the contract representative(s) in writing at the time of the prework conference (Clause 2-71).

- 2-29 The Contractor shall complete and submit to the Department a Contractor's Declaration of Industrial Insurance Status form; the form shall be submitted as per Clause 1-45. A Contractor's Declaration of Industrial Insurance Status form will accompany the Award Instructions letter.

2-30 Subcontracting

- 2-31 The Contractor shall not, without written approval from the Department enter into any subcontract or assignment of contract relating to the performance of this contract.
- 2-32 All laws and regulations applicable to the contract also apply to all subcontracts.

2-40 Determination of Payment

- 2-41 The boundaries as designated under Clause Section 2-100, and defined in detail on the Unit Description attached, provide the basis for determining acreage completed. Failure to complete work to boundaries established by the Department renders work unsatisfactorily completed. The Contractor is to take the initiative in determining whether boundaries are sufficiently marked. No consideration will be given for work that extends beyond unit boundaries. If work extends beyond unit boundaries, charges may be levied against the Contractor by the Department for damages suffered.
- 2-42 Contract compliance inspection of work performed and payment for work performed will be based on acreage completed (Clause 2-41).
- 2-42.01 Using specifications contained in Clause Section 3-20 and in the Unit Description the Department representative will inspect and determine if work performed is satisfactory.
- 2-43 The Department may at its option subdivide and inspect units to determine the acceptability of work performed. Subdivisions for this purpose will be a minimum of ten (10) acres in size.
- 2-44 At the Department's option, the Contractor shall rework a unit or subdivision of a unit on which the Contractor's work performance is not rated satisfactory, and further, it shall be the Department's option to require the rework be completed prior to starting new work. Reworked areas will be reexamined for contract compliance, the resulting performance rating will supersede the previous performance rating for the area in question.
- 2-45 Payment shall be made as follows:
- 2-45.01 Payment may be made by the month, unit or by one total payment. Details of payment schedule will be determined in the prework conference (Clause 2-71). The Department will attempt to comply with the desires and needs of the Contractor but assumes no legal duty or obligation to adhere to the schedule of payment so arranged.
- 2-45.02 Partial payment may be made upon completion of part of a unit as determined by the Department. Request for partial payment is to be made by the Contractor utilizing the Contractor's Billing Invoice and Compliance Report provided by the Department. The Contractor or contract representative (Clause 2-28) shall sign the Contractor's Billing Invoice and Compliance Report after completion of each such "sub-unit" being submitted for payment. The Department Representative will then make payment recommendations for the invoice and forward the Contractor's Billing Invoice and Compliance Report to the Department's Region office for processing.

- 2-45.03 The Contractor or contract representative (Clause 2-28) and the Department representative shall sign the Contractor's Billing Invoice and Compliance Report form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Contractor's Billing Invoice and Compliance Report form are signed by the Contractor or contract representative and the Department representative, and "final" payment is designated thereon.
- 2-45.04 If a unit's contract acreage is disputed the Contractor may upon completion of the unit request a verification traverse by the Department, the request must be in writing and signed by the Contractor. The Department will pay the Contractor based on acres determined from the verification traverse. If the verification traverse indicates the net acres specified in the Unit Description are correct within plus or minus five percent (5%) the Contractor shall pay the cost of the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.
- 2-45.05 Five percent (5%) of all payments due Contractors who employ workers shall be retained by DNR as security for L&I industrial insurance premiums owed for their workers. Upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, the 5% retainage will be returned to the Contractor. DNR will return this retainage approximately 45 days following close of the quarter in which the work was completed. However, if the Contractor notifies DNR in writing that they have paid all L&I premiums associated with the Item(s) of this Contract, DNR will, upon determination that the Contractor has met all financial obligations for industrial insurance premiums related to the Item(s) of this Contract, work diligently to return the retainage as soon as practical.

2-50 Nondiscrimination

- 2-51 Except to the extent permitted by a bona fide occupational qualification the Contractor agrees as follows:
- 2-51.01 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, national origin, sex or age. The Contractor will insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 2-51.02 The Contractor shall, in all solicitations for employees or job orders for employees placed with any employment agency, union or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex or age. The words "equal opportunity employer" in advertisements shall constitute compliance with this section.
- 2-51.03 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union, or worker's representative of the Contractor's commitments under this section.
- 2-51.04 The Contractor shall include the provisions of the foregoing paragraphs: 2-51.01, 2-51.02 and 2-51.03 in every subcontract or purchase order for the goods or services which are the subject matter of this contract.
- 2-52 In the event of noncompliance by the Contractor with any of the nondiscrimination provisions of the contract, the Department shall have the right, as its option, to cancel the contract in whole or in part. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40). In the event the Department suffers damages resulting from such noncompliance the Contractor shall be liable.

2-60 Contract Administration

- 2-61 The Department will select representative(s) to enforce compliance of the contract as required in all specifications and to make recommendations for payment.

2-70 Contract Work Procedure

- 2-71 The Contractor shall attend a pre-work conference prior to commencing contract work (see Clauses 2-45.01 and 2-72). The time and place of the pre-work conference shall be determined by the Department, the Contractor will be notified of the time and place when the contract is awarded. When considered practical by the Department the time and/or place of the benne conference may be altered if requested in writing by the Contractor.
- 2-72 A work schedule is required from the contractor. The work schedule shall be set at the benne conference (Clause 2-71) and must be acceptable to the Department. To be acceptable the work schedule must be practicable: The work schedule must identify the latest date by which the Contractor agrees to commence contract work on each unit awarded. The work schedule must allow a reasonable time period for the work to be completed according to contract requirements herein, and further, if more than one unit has been awarded the work schedule must indicate the sequence in which the units will be worked by the Contractor. If for any reason during the contract period the Contractor's work schedule is no longer viable, the Contractor must submit a revised work schedule for Department approval.
- 2-73 The Contractor shall obtain written permission to begin work on a unit. Such permission shall be applied for through the Department's Region office listed in the Notice To All Contractors section of the contract. Permission requests will require a minimum of two working days to process. The Department at its option may require person-to-person discussions between the Contractor and selected Department representatives prior to granting the required written permission. In the event the Contractor stops work for a period of one (1) week or more, or if the initial start-up is delayed by one (1) week or more the Contractor must reapply for permission to begin work.
- 2-74 Work shall only proceed on regular Monday through Friday work days. If allowed, work on weekends or designated State holidays will require written permission from the Department.

2-80 Work Progress and Contract Performance

- 2-81 The Contractor shall begin work as per the work schedule (Clause 2-72) and in accordance with contract requirements herein (see Clauses 1-45, 2-71, 2-73 and 2-74). The Contractor shall work diligently and complete the unit(s) within the contract period specified in the Unit Description. As units are sequenced in the work schedule, work started on one unit must be completed prior to beginning work on the next.
- 2-82 The Department reserves the right to modify or cancel this contract in part or whole without cause. The Contractor shall be paid only for that work performed prior to cancellation of the contract and in accordance with provisions of the contract (Clause Section 2-40).
- 2-83 Nonperformance or unsatisfactory performance or willful violation of contract requirements by the Contractor shall constitute breach of contract and the Department may at its sole option extend the contract and collect liquidated damages or terminate the contract with forfeiture of the performance/damage deposit or declare breach of contract and make claim for actual damages suffered by the Department.

2-90 Fire Responsibility

- 2-91 The Contractor and the Contractor's employees shall familiarize themselves with the Washington State Forest Fire Protection Requirements and adhere to them at all times. The operation will be subject to inspection by

State personnel for adherence to regulations and presence of fire tools. All spark emitting engines will be equipped with approved spark arresters.

2-92 The Contractor shall not operate faulty power equipment.

2-93 The Contractor shall not build any open fires at anytime of the year on the contract area without first obtaining written permission from the Department.

2-100 Boundaries

2-101 The boundaries except for easily identified ground features have been plainly marked with colored plastic flagging.

2-102 Net acreage as indicated in the Unit Description was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the unit map.

2-110 Merchantable Products

2-111 This contract, unless specifically amended, in no way permits the contractor to remove merchantable or potentially merchantable products from the operating area for the purpose of sale or use. Contractors wanting to remove Christmas trees, boughs, brush pickings, decorative shrubs, or trees, firewood, poles, posts and other merchantable or potentially merchantable material from Department managed land must enter into a separate agreement with the Department.

2-120 Litter and Refuse

2-121 Litter and/or refuse brought into operating areas or campsites and rest areas used by the contractor or employees, shall be removed from the premises and disposed of in garbage disposal areas meeting all State, county, and local requirements. Such litter will include refuse resulting from equipment maintenance, abandoned equipment and containers and other expended materials.

2-130 Camping

2-131 Use of State owned lands, landings, roads, and Department campgrounds by the Contractor or the Contractor's employees for the purpose of lodging, parking, or camping done in connection with operation is permitted only at the express approval of the Department and may be revised or revoked for cause at any time. Camping restrictions or requirements such as chemical toilets and garbage can, but not limited thereto, may be imposed at the option of the Department.

SECTION II, Division III – Specifications

3-10 Unit Description

- 3-11 The Unit Description details the characteristics and specific work requirements for each unit.
- 3-12 If specific requirements of the Unit Description conflict with the specifications in this division of the contract, the specific requirements of the Unit Description will prevail.

3-20 Contractor and Department Obligations

- 3-21 The Contractor shall be responsible for the following:
 - 3-21.01 To provide all herbicide and carrier required to perform contract work as specified in the Unit Description(s).
 - 3-21.02 To provide liquid coloring agent if specified in the Unit Description(s). Liquid coloring agent shall be "BullsEye" (blue or red) manufactured by Milliken Chemicals; an equivalent product may be substituted if approved in writing by the Department.
 - 3-21.03 Upon request, provide a sample of the herbicide solution being applied as treatment.
 - 3-21.04 To keep records of each day's application work. The records to be kept shall be as per the Department's "Chemical Application Record". The Contractor shall provide the Department with such records prior to payment for work completed, or at any time earlier if requested by the Department.
 - 3-21.05 To bear all costs of operation not specifically furnished by the Department under Clause Section 3-22.
 - 3-21.06 To provide sufficient licensed Commercial Operators or Applicators to ensure that all non-licensed applicators are under direct sight and voice control at all times on the work site when herbicide is being applied and to insure that employees who are not certified applicators shall have been trained as WPS Handlers and shall work under the direct supervision of a certified applicator as defined by RCW 17.21.020(13).
 - 3-21.07 To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
 - 3-21.08 To furnish all safety equipment.
 - 3-21.09 To mix and apply herbicide on site as per the Unit Description(s).
 - 3-21.10 To properly dispose of all herbicide solutions, residues and empty containers.
 - 3-21.11 To cease operations when:
 - a) wind exceeds ten (10) miles per hour, or
 - b) air temperature is less than 40°F or greater than 85°F, or
 - c) rainfall causes water to run down stems of target plants, or
 - d) the Department's representative determines spray conditions are unsuitable.

3-21.12 To refrain from applying herbicide in Department designated buffer area.

3-21.13 To keep herbicide from contacting conifer crop trees.

3-21.14 To identify treatment strips, spots, stems, or clumps with flagging or dyes.

3-22 The Department shall be responsible for the following:

3-22.01 To provide a Department representative to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

3-30 General Specifications

3-31 Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.

3-32 Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.

3-33 Any legal land subdivision survey corners and/or witness objects are to be preserved. If destroyed or disturbed such points shall be re-established by a licensed land surveyor in accordance with the U.S. General Land Office Standards.

SECTION III

Unit Descriptions

Unit Maps

SECTION III, UNIT DESCRIPTION

SITE PREPARATION, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER **1246**

Region Northeast	District Arcadia	Local Five miles east of Loon Lake, WA	
Unit Name Loon Mountain	Item Number 1	Unit Number 1	Trust 03
Section 36 , Township 30N , Range 41E , W.M.	Net Acres 190		

SPECIFICATIONS

Contract Period **August 12, 2009 to August 24, 2009**

Minimum Crew Size **Sufficient number of individuals to complete project in contract period.**

Boundaries **Fresh pink flagging and old timber sale boundary tags. See unit map on page 20.**

Buffer Areas **Twenty-five foot no-spray zone adjacent to all Type Np and Ns waters.**

Vegetation To Be Treated **Bluebunch wheatgrass, pinegrass and other grasses; ninebark, ocean-spray, rocky mountain maple, scouler willow, serviceberry, snowberry and other shrub species.**

	Product (Trade Name)	Active Ingredient (A.I.)	A.I. Concentration	Rate
Herbicide	Accord	Glyphosate	5.4 lbs/gal	1.5% of spray solution
	Chopper	Imazapyr	4.0 lbs/gal	1.0% of spray solution
	Escort	Metasulfuron methyl	0.4 oz/gal	0.003% of spray solution
Surfactant	Syltac	N/A	N/A	0.5% of spray solution
Dye	Spi-max Blue Indicator	N/A	N/A	0.2% of spray solution

Carrier **Water**

Treatment Technique and Rate **Herbicide shall be applied as a directed spray (waving wand) application using backpack sprayers.**

Special Requirements

- **The spray shall be directed to achieve full coverage (spray to wet) on all treated target plants.**
- **All targeted plants less than fifteen feet tall shall be treated unless otherwise directed.**
- **The spray shall be directed to avoid contact with Douglas-fir, grand fir, ponderosa pine, western larch, western red cedar and western white pine crop trees.**
- **The spray shall be directed to avoid twenty-five foot no-spray zone adjacent to all Type Np and Ns waters.**
- **Crew shall flag edges of treatment swath with ribbon colors other than red, pink or orange.**
- **The herbicide solution shall not be batched within 300 feet of any open water.**
- **The crew shall provide adequate agitation to maintain correct herbicide suspension.**
- **The crew shall provide sufficient licensed Commercial Operators or Applicators to ensure that all non-licensed applicators are under direct sight and voice control at all times on the work site when herbicides are being applied.**
- **Non-licensed applicators shall be under voice and visual supervision at all times.**
- **Non-licensed applicators shall be worker protection standard handler trained and training records shall be available for inspection.**
- **Monitor and record weather conditions before, during and after spray application and document this with other application data on the application record form.**
- **Crew Supervisor, or DNR representative, shall submit completed Chemical Application Record for each unit to the contract administrator within 24 hours of unit completion.**

GENERAL INFORMATION - The following information is provided as a courtesy to bidders. This information is a general estimate and as such may not be accurate.

Elevation **2700 - 3300**

Slope **10%-50%**

Aspect **North-Northwest**

Snow Period **November - March**

Burning Permit Zone **Arcadia**

Shutdown Zone **686**

Trade Name(s) for Required Herbicide **Accord, Chopper**

Trade Name(s) for Required Surfactant **Syltac**

Trade Name(s) for Required Dye **Spi-max Blue Indicator**

Vegetation Description and Additional Comments **Units were logged in the winter of 2007 and spring and summer of 2008. Units are accessible from the same road system and are within one quarter mile of each other. Access to units is provided by a gated easement. Gates are to be kept closed and locked at all times.**

Vicinity Maps

SECTION III, UNIT MAP

SITE PREPARATION, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER 1246

Region **Northeast**

District **Arcadia**

Local **Loon Lake, WA**

Trust **03**

County **Stevens**

Section **36,**

Township **30N,**

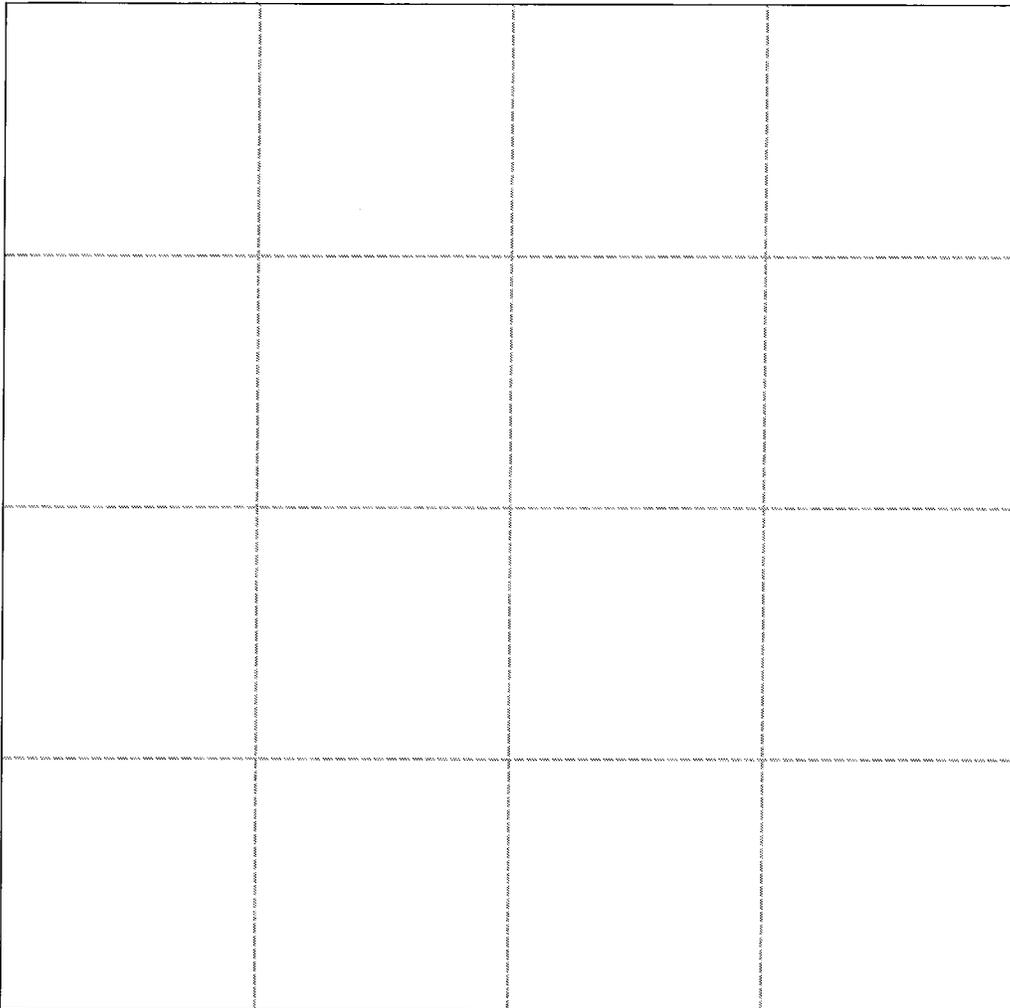
Range **41E, W.M.**

Unit Name **Loon Mountain**

Item No. **1**

Unit No **2, 3**

Approximate Scale 1" = 1,000'



NORTH



SECTION III, VICINITY MAP

SITE PREPARATION, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER 1246

Region **Northeast**

District **Arcadia**

Local **Loon Lake, WA**

Trust **03**

County **Stevens**

Section **36,**

Township **30N,**

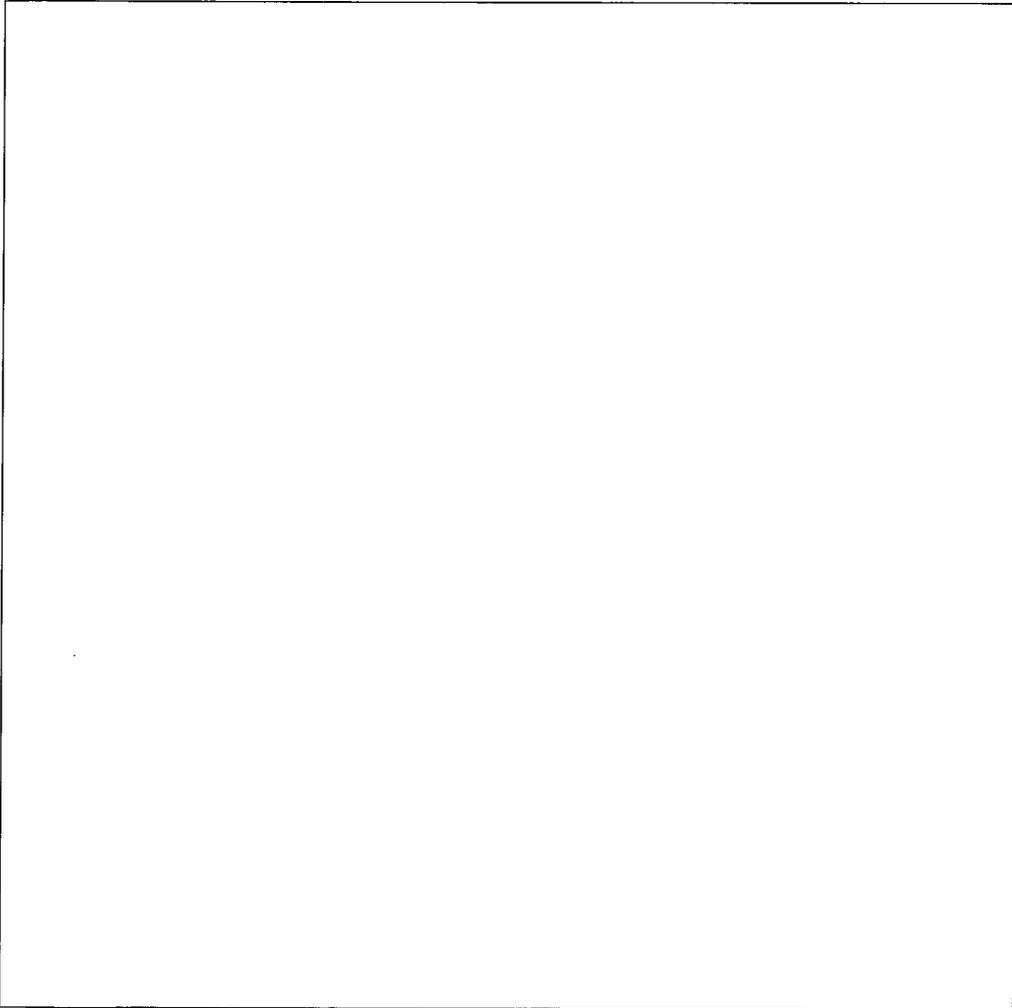
Range **41E, W.M.**

Unit Name **Loon Mountain**

Item No. **1**

Unit No **2, 3**

(No Scale)



NORTH



**SECTION IV
BID FORM**

SITE PREPARATION, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER 1246

Award of contract shall be on an **item** basis as per Clause 1-42.

At the following rates, the undersigned hereby offers and agrees to furnish materials, equipment, supplies, supervision, and services in compliance with all terms, conditions and specifications of Invitation to Bid/Contract Number 1246.

Item No.	Unit No.	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
1	1	190	\$ _____ /Ac	\$ _____
			\$ _____ /Ac	\$ _____
Total		190		\$ _____

Please limit my total award to a maximum of approximately _____ acres.

The business named hereon is certified by the Office of Minority and Women's Business Enterprises and is bidding as a _____ owned business. (Enter either minority or woman, if appropriate.)

Firm Name _____ Address _____
 Signature _____ City and State _____
 Title _____ Phone _____

Note:

Detach and return one (1) copy of this form as per Clause 1-22.

¹An approximate number.

²Exclusive of Washington State Sales Tax.

