



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

Northwest Region

INVITATION TO BID

Contract Number #1278

Contract Digest: SITE PREPARATION and CONIFER RELEASE, GROUND HERBICIDE (Herbicide application used to reduce or eliminate weed competition or undesirable trees prior to planting and to reduce weed competition on planted seedlings)

SECTION I

- Notice to All Bidders
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**SECTION I
NOTICE TO ALL BIDDERS**

Bids will be received at the Department's Northwest Region office. Mailing address:

Department of Natural Resources
919 North Township Street
Sedro Woolley, Washington 98284

Bid Opening: Bids will be accepted at the Department's Northwest Region office until **2:00 pm on Thursday, July 8, 2010** at which time and place all bids will be opened and read aloud.

Examination of Units: You are invited to bid this work and are advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Chris Hankey at (360) 854-2811.

**SECTION 1
INSTRUCTIONS TO ALL BIDDERS**

Delivery of All Requested Forms: Send bid deposits, performance/damage deposits, certification of insurance, Contractor's Declaration of Industrial Insurance, and equipment and/or operator certifications when required to:

Ben Cleveland, Acting NW Region Manager
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Bid and Bid Deposit: Deposits must be received at the Department's Northwest Region office prior to Bid Opening (see Notice To All Bidders).

The Sealed Bid Envelope: Sealed envelopes should be prepared in the following manner:

Addressed to: Ben Cleveland, Acting NW Region Manager
Department of Natural Resources
919 North Township Street
Sedro Woolley, WA 98284

Upper left corner: Bidder's Address

Lower left corner: Site Prep/Conifer Rel, Gr. Herbicide - "Sealed Bid"
Invitation to Bid/Contract No. 1278

Questions concerning this Invitation to Bid/Contract should be referred to Department Representative Chris Hankey of the Northwest Region office by calling (360) 854-2811.

SECTION II

Division I - Bidding Requirements

Division II - General Provisions

Division III - Specifications

SPECIAL NOTICE:

Term of contract:

Item 1 Site Preparation and Thinline (BK-1 thru BK-14, CA-1): August 2, 2010 – September 3, 2010

Item 1 Conifer Release (BK-15 thru BK-19): September 13, 2010 – October 8, 2010

Please note long walk-ins and closed/abandoned roads as identified on Unit Maps.

Please note approved generic substitutions for herbicides and carries (See Unit Description and 3-21.01).

A BID DEPOSIT IS REQUIRED WITH THIS BID OPENING (SEE CLAUSE 1-23).

Provide proof of 2010 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.

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 submitted using the Bid Form, and the Offer and Contract Award form from SECTIONS IV and V of this document. The following shall be delivered to the Department's Region office in an envelope which shall be marked "Sealed Bid" and addressed to the Department's Region Manager as specified in Instructions To All Bidders (page 4): The Bid Form and the Offer and Contract Award form properly completed and signed, and a bid deposit as specified in Clause 1-23. No Facsimiled, E-mailed or any other non-original form of bids will be considered. Failure to comply with the above requirements or the requirements of Clause 1-23 prior to bid opening shall be cause to reject the Contractor's bid(s).
- 1-23 A bid deposit of FIVE HUNDRED DOLLARS (\$500) is required. This deposit is for the express purpose of assuring the Department that the Contractor will honor said bid and accept award of any and all items on which the Contractor may be the lowest responsible bidder. In the event the Contractor fails to honor said bid by rejecting award of any item, the Contractor will automatically forfeit the bid deposit. The bid deposit must be in the form of certified check and must be delivered to the Department's Region office as per Clause 1-22. The bid deposit of a successful bidder will be released when the required performance/damage deposit (Clause 1-31) has been submitted and approved.

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).

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.

2-20 Responsibilities and Legal Relations (continued)

- 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.

2-40 Determination of Payment (continued)

- 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:

2-50 Nondiscrimination (continued)

- 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.

2-70 Contract Work Procedure (continued)

- 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.

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).

Brand Name Herbicide:

Approved Substitute:

**Accord Concentrate
EPA # 62719-324**

**Foresters EPA # 228-381
Glyphosate 5.4 EPA# 81927-8**

**Chopper
EPA # 241-296**

**Polaris SP EPA# 228-536
Rotary 2SL EPA# 81927-6**

**Oust XP
EPA # 352-601**

**Spyder EPA# 228-408
SFM 75 EPA# 81927-26**

**Oust Extra
EPA # 352-622**

**SFM Extra EPA# 81927-5
Spyder Extra EPA# 228-6902.**

3-20 Contractor and Department Obligations (continued)

Brand Name Herbicide:

**Garlon 4
EPA # 62719-40**

Approved Substitute:

**Element 4 EPA # 62719-40
Tahoe 4E EPA # 228-517
Triclopyr 4 EC EPA # 81927-11**

- 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 a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- 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 twelve (12) 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 to Department designated buffer area.
- 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

Vicinity Maps

UNIT DESCRIPTION (part one of three) for CONTRACT 1278: Special Requirements and General Information

	UNIT NUMBER	LOCAL AREA	UNIT NAME	LEGAL	ACRES	Special Requirements			General Information			
						MIX	VEGETATION TO BE TREATED	BUFFER ZONES	ELEVATION (FT)	AVERAGE SLOPE (%)	HARVESTED	COMMENTS
ITEM 1 SITE PREP/BROADCAST	BK-01	DEMING	SOUTH PASS	T40R05E S01	193	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	585-1687	37	2010	All road in lower unit is abandoned. Some roads in upper unit are abandoned.
	BK-02	DEMING	EAGLE VIEW 3	T39R05E S11	21	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	581-913	32	2010	Some road within unit is abandoned.
	BK-03	DEMING	MAPLEYARD 1	T39R05E S15	62	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	652-1179	38	2009	All road within unit abandoned except mainline on the top of unit.
	BK-04	DEMING	OLSEN BRIDGE	T38R05E S19	105	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Do not apply herbicides within 33 feet of any stream channel or open water.	559-1559	30	2009	Some road abandoned within units. Please note buffer zone comments.
	BK-05	HAMILTON	PLEASANT ACRES	T37R05E S19	35	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1048-1551	27	2010	All road into units abandoned.
	BK-06	HAMILTON	LIL'40	T37R05E S27	94	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	569-1468	26	2010	All road into lower units abandoned.
	BK-07	HAMILTON	DIFFERENTIAL	T37R05E S33	38	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1330-2234	51	2009	Most road into units abandoned. Treatment area serperated from aerial herbicide portion by pink
	BK-08	HAMILTON	MILLS CREEK REGEN	T36R05E S18	12	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	620-1463	42	2009	Most road into units abandoned.
	BK-09	HAMILTON	SPARE TIRE	T35R05E S02	5	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1172-1330	27	2010	Treatment area serperated from aerial herbicide portion by pink ribbon.
	BK-10	HAMILTON	BOX CAR	T36R06E S21	46	1	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	912-1500	48	2009	All roads into units abandoned. Long walk into far end of unit.
	BK-11	HAMILTON	DELTA VIEW 2	T36R05E S13	10	1	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	737-1143	49	2010	
	BK-12	HAMILTON	AMDROMEDA	T36R06E S18	12	1	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	864-1762	30	2009	Some road abandoned within units. Treatment area serperated from aerial herbicide portion by pink
	BK-13	HAMILTON	MORICE VRH	T36R06E S35	26	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1079-1976	25	2009	
CA-1	STARBIRD	SMALL CHIP	T29NR7E S 4,9,10	58	2	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	454-597	20	2009	Most road into units abandoned.	
ITEM 1 MAPLE & ASPEN THINLINE	BK-14	DEMING	VEDDER TOP	T40R05E S04	30	3	Treat Aspen clumps, BLM clumps, single BLM stems 2' and greater in height and Vine maple within 6' of conifers. See Treatment Rates and Techniques below.	Avoid herbicide application in stream channels with water present.	1009-1674	45	2005	See vegetation to be treated.
ITEM 1 CONIFER RELEASE/BROADCAST	BK-15	DEMING	COLONIAL	T38R05E S24	29	4	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1225-1640	45	2009	Treatment area serperated from aerial herbicide portion by pink ribbon.
	BK-16	HAMILTON	SANTA MARIA 2	T37R05E S36	22	4	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	916-1147	22	2006	
	BK-17	HAMILTON	APPLE PIE 3	T37R04E S13	4	4	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1929-2218	19	2008	All road within unit is abandoned. Treatment area serperated from aerial herbicide portion by pink
	BK-18	DEMING	WATERWISP U2	T37R04E S34	16	4	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Do not apply herbicides within 33 feet of any stream channel or open water.	1162-1911	56	2007	All road within unit is abandoned. Please note buffer zone comments.
	BK-19	HAMILTON	EXTRA INNINGS	T36R06E S27	42	4	Hardwoods, elderberry, slamonberry, blackberry, thimble berry and all new vegetation.	Avoid herbicide application in stream channels with water present.	1775-2244	36	2007	Road into top of unit is abandoned.
					860							

UNIT DESCRIPTION (part two of three) for CONTRACT 1278: Mixes

Special Requirements

MIX	PRODUCT	ACTIVE INGREDIENT	AI CONCENTRATION	MIX RATIO/RATE PER ACRE	CARRIER	TOTAL SOLUTION per ACRE	MARKING
1	Accord Conc.	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	10 Gallons	Dye compatible with herbicide. Flag strip edges.
	Chopper	Imazapyr	75% by weight	8 oz.			
	Oust XP	Sulfometuron methyl	2.0 lbs/gal 27.6%	3 oz.			
	SylTac or Dynamic or Phase	N/A	N/A	6 oz. Syltac, Phase or Dynamic			
2	Accord Conc.	Glyphosate	5.4 lbs/gal 53.8%	48 oz.	Water	10 Gallons	Dye compatible with herbicide. Flag strip edges.
	Chopper	Imazapyr	2.0 lbs/gal 27.6%	8 oz.			
	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	4 oz.			
	SylTac or Dynamic or Phase	N/A	N/A	6 oz. Syltac, Phase or Dynamic			
3	Garlon 4	Triclopyr	4.0 lbs/gal or 61.6%	50% Triclopyr and 50% basal oil per solution	Petroleum Substitute: May use Web Oil or Brush and Basal Oil or Forest Crop Oil	N/A	Dye compatible with herbicide. Flag strip edges.
4	Accord Conc.	Glyphosate	5.4 lbs/gal 53.8%	36 oz.	Water	10 Gallons	Dye compatible with herbicide.
	Oust XP	Sulfometuron methyl	2.0 lbs/gal 27.6%	2 oz.			
	Sylgard or Kinetic or Slither	N/A	N/A	0.5 oz.			

UNIT DESCRIPTION (part three of three) for CONTRACT 1278: Treatment Specifications

Term of Contract:

Item 1 Site Preparation and Thinline (BK-1 thru BK-14, CA-1): August 2, 2010 – September 3, 2010

Item 1 Conifer Release (BK-15 thru BK-19): September 13, 2010 – October 8, 2010

Treatment Techniques (general): Herbicide must be mixed on site in the presence of the DNR compliance representative. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations.

Treatment Techniques Broadcast: Ground broadcast, waving wand foliar application with backpack sprayers. Spray foliage till wet.

Treatment Techniques Thinline: Apply herbicide with a backpack sprayer in a thin stream to all sides of the stems approximately 6" above the stem origin. The stream should be directed horizontally to produce a narrow band of herbicide around each stem. Stems over 1.5" in diameter should have complete circular coverage. Applicator's equipment and application method must be in compliance with herbicide labels and Department of Agriculture regulations. Avoid contact with conifers. Do not apply treatment when raining or stem surfaces are frozen. Herbicide dye must be compatible with petroleum substitute carrier and should be mixed at 2.5 ounces per gal of herbicide/oil solution. No water is included as part of the carrier.

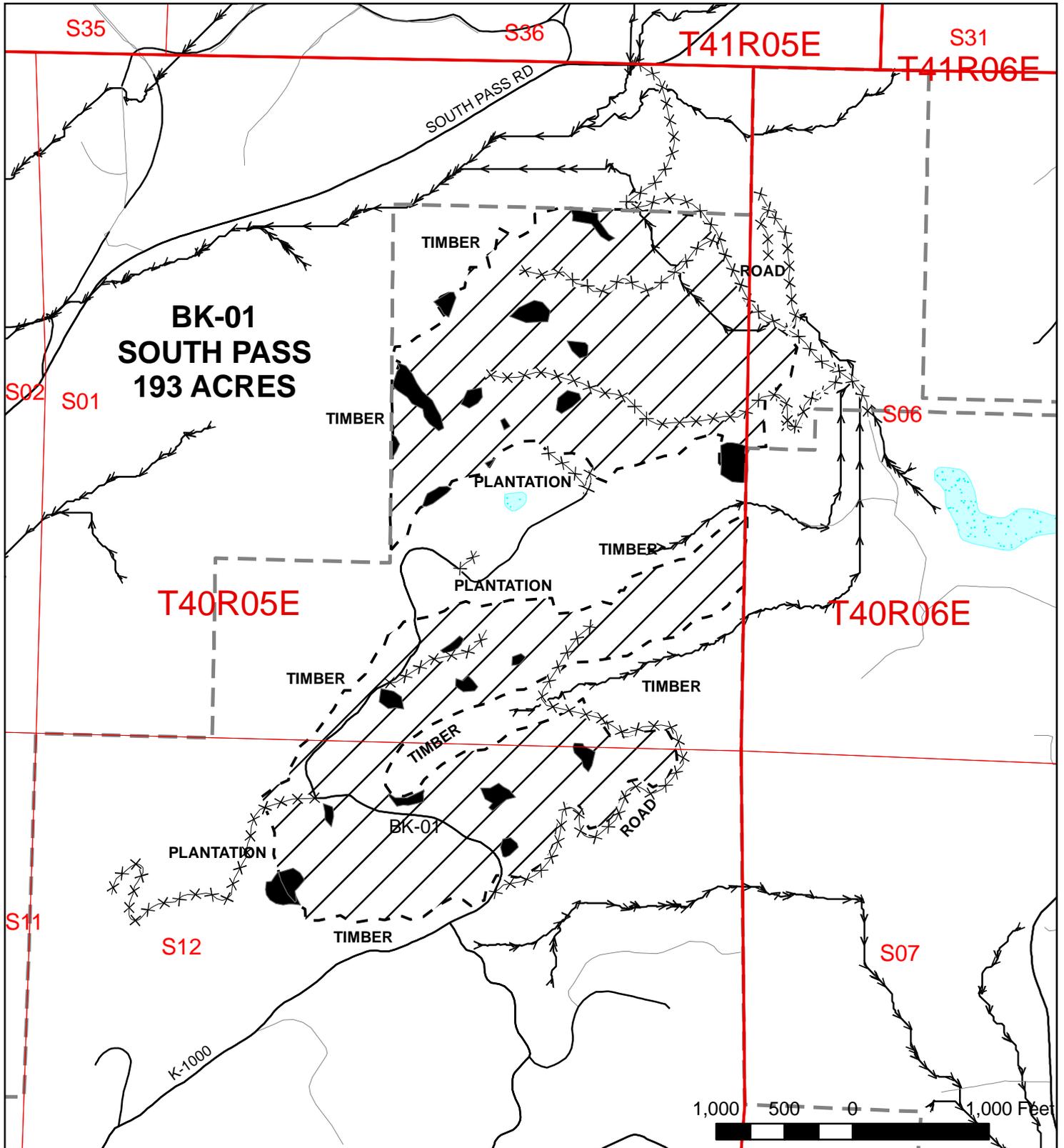
Additional Requirements: See attached maps for boundary descriptions. Minimum crew size is eight (8). See 3-21.01 for allowable herbicide substitutions.



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



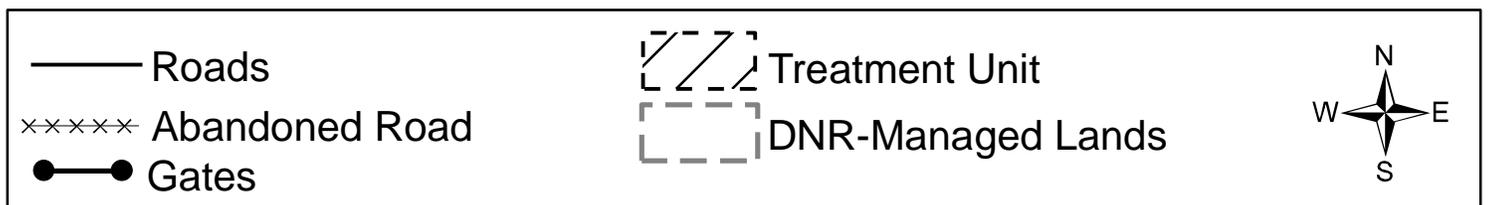
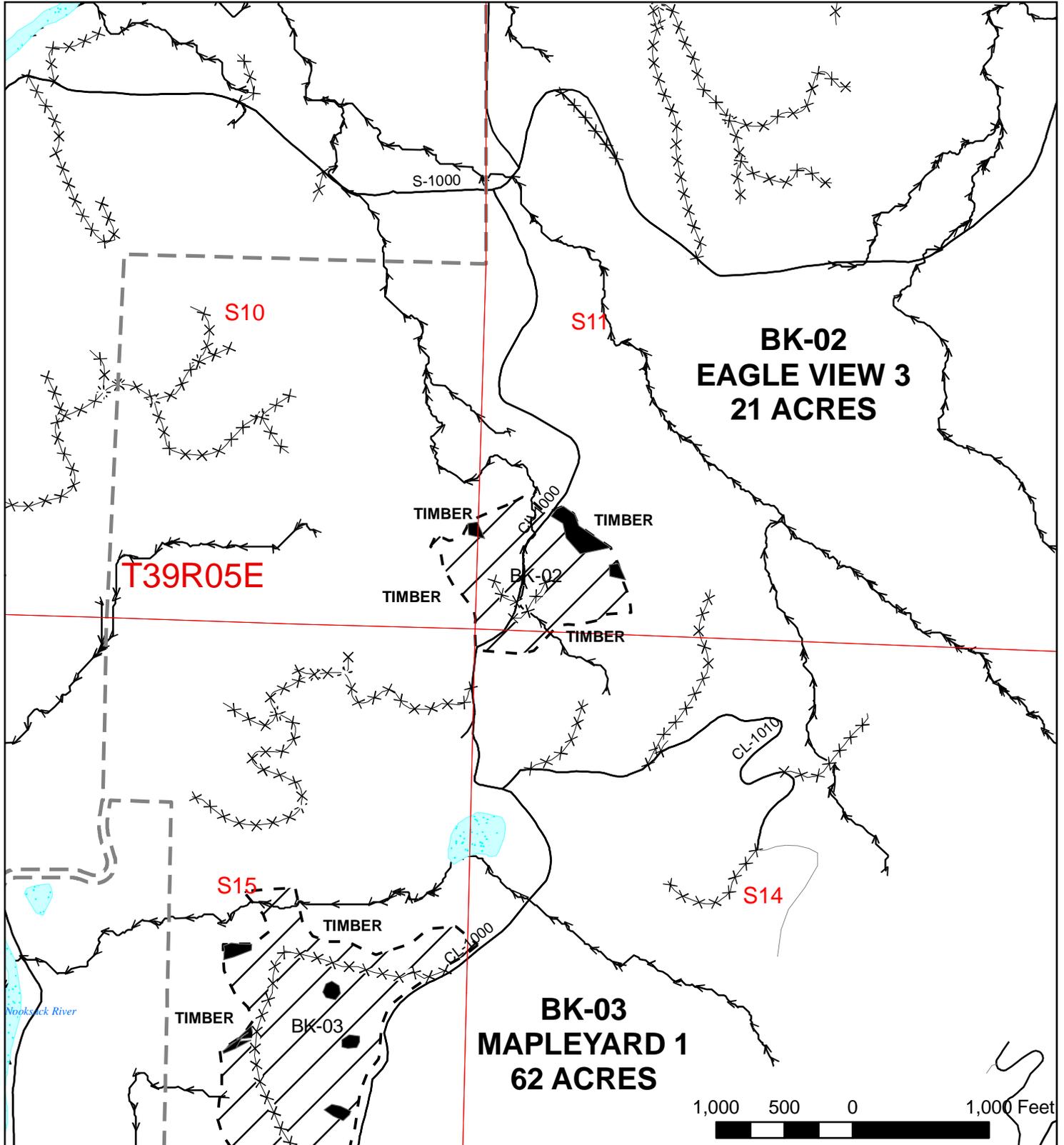
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District

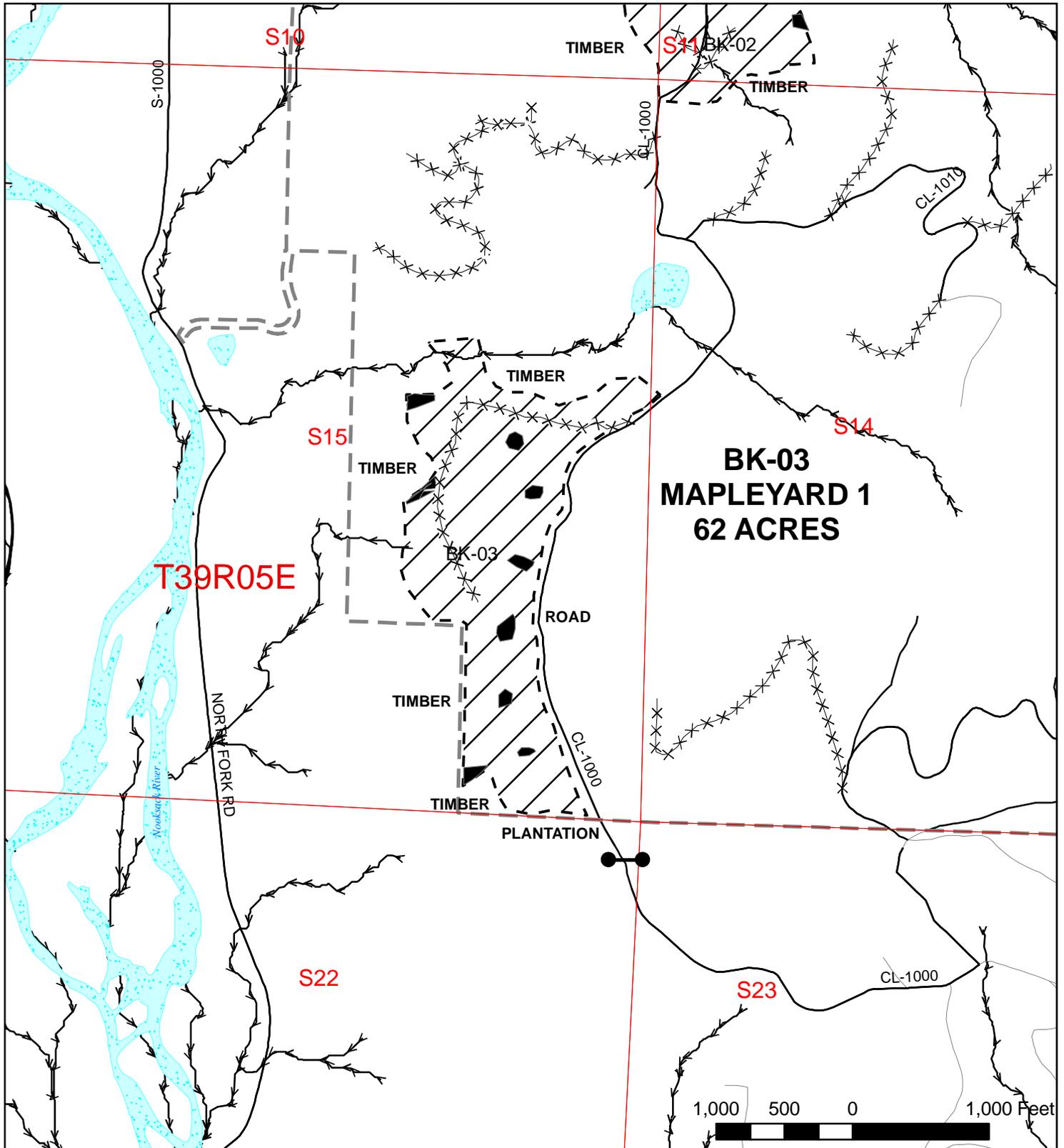




UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



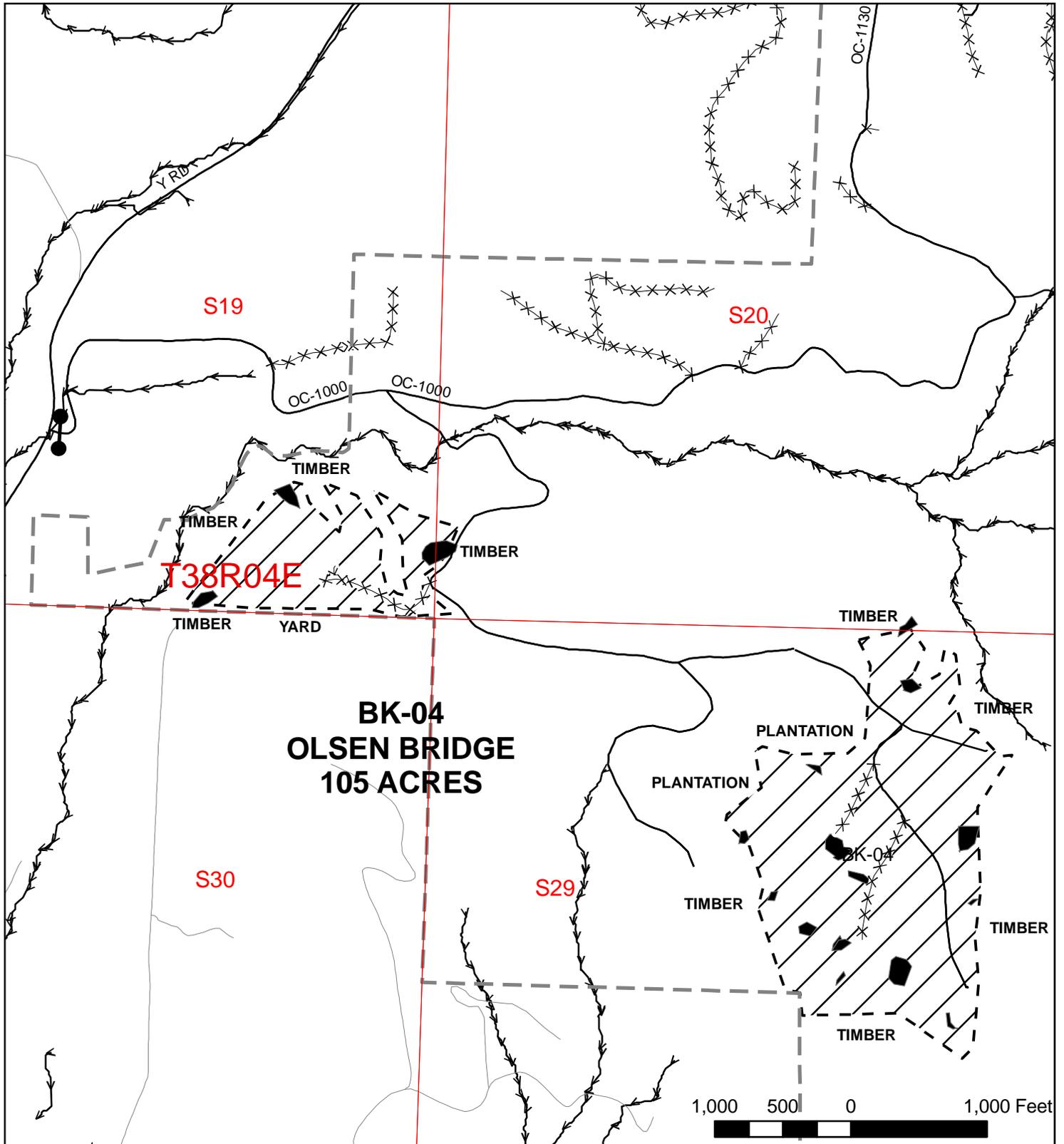
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



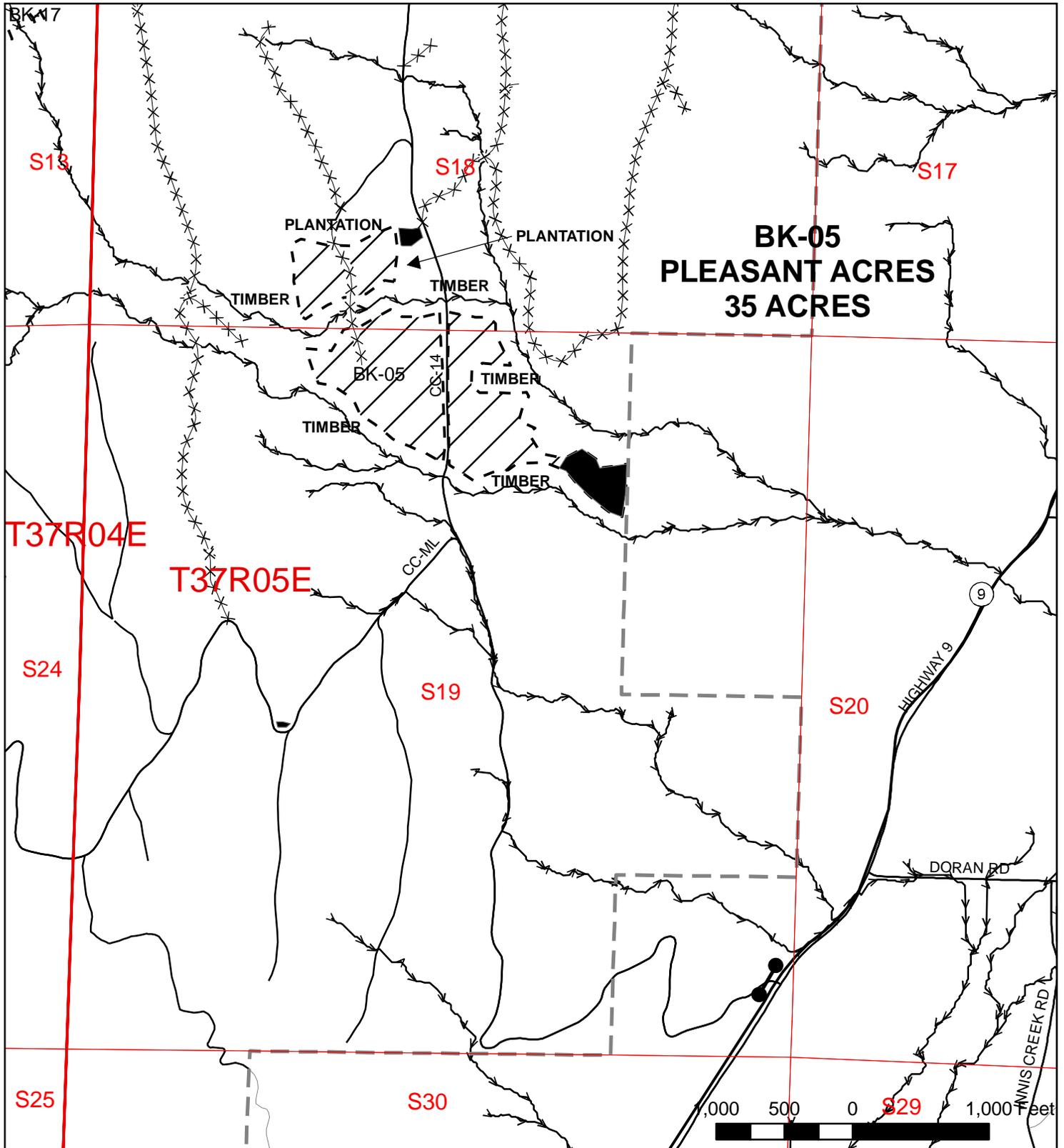
Roads	Treatment Unit	
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Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



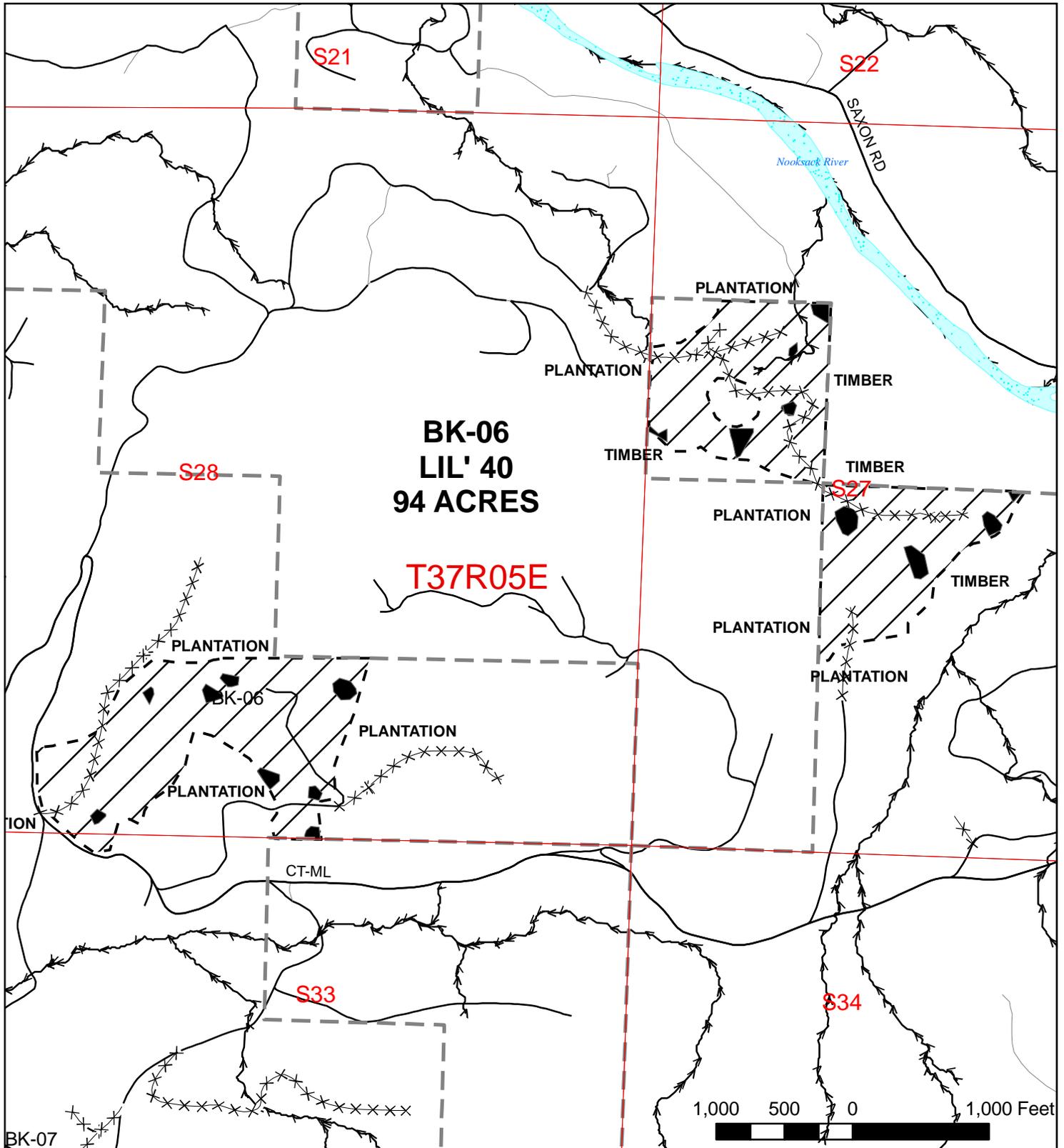
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



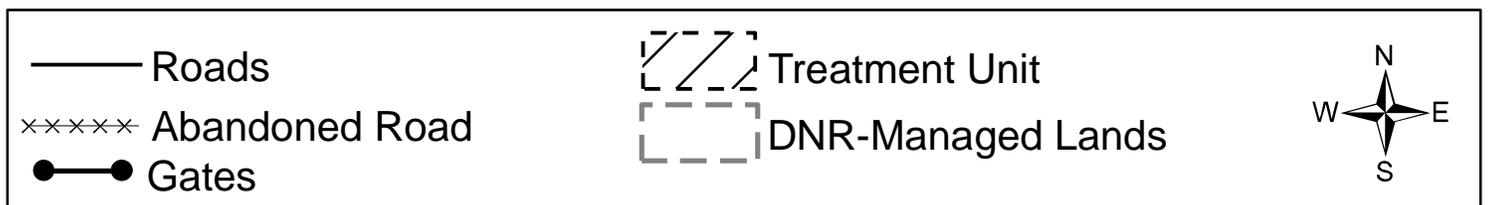
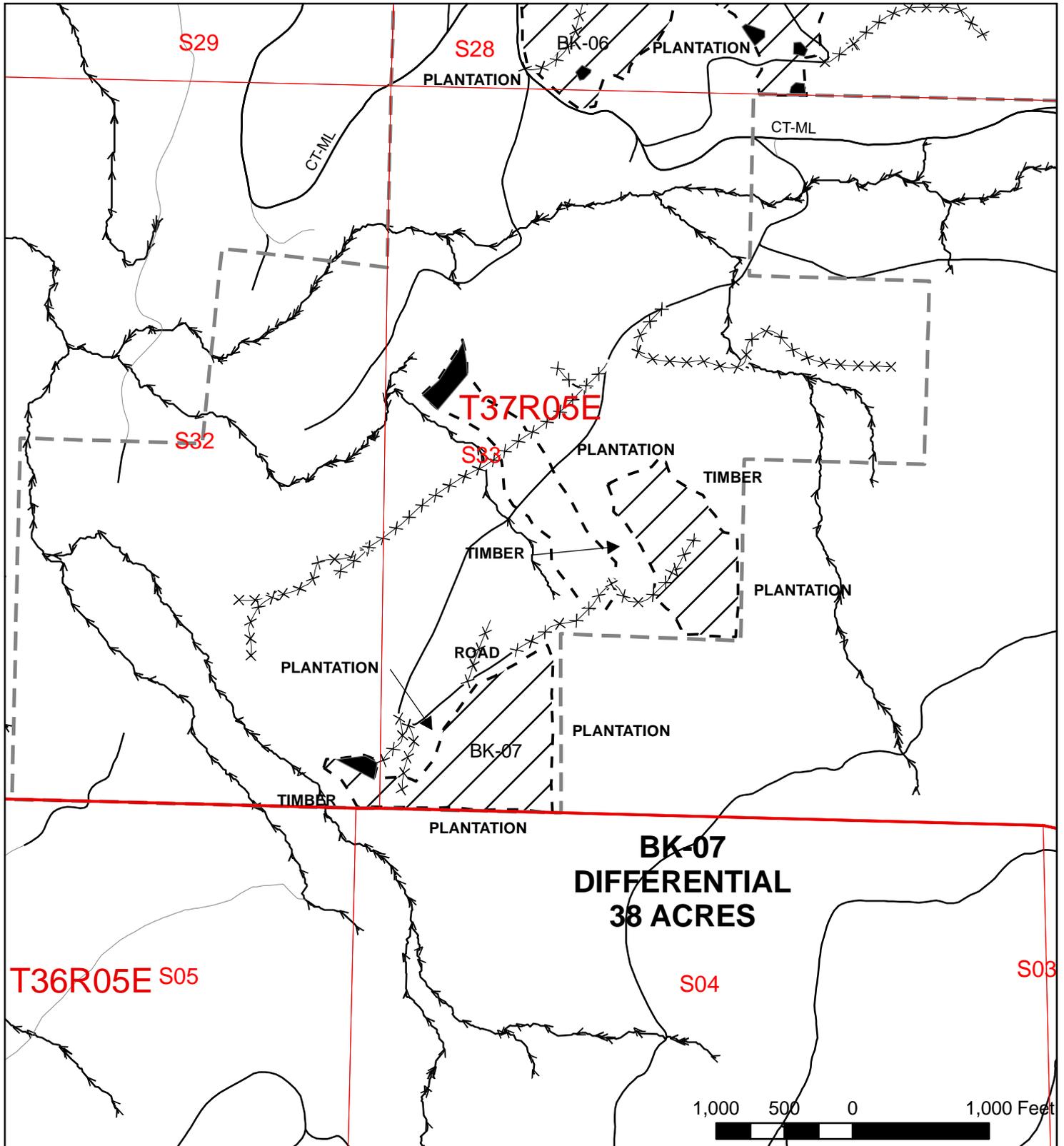
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



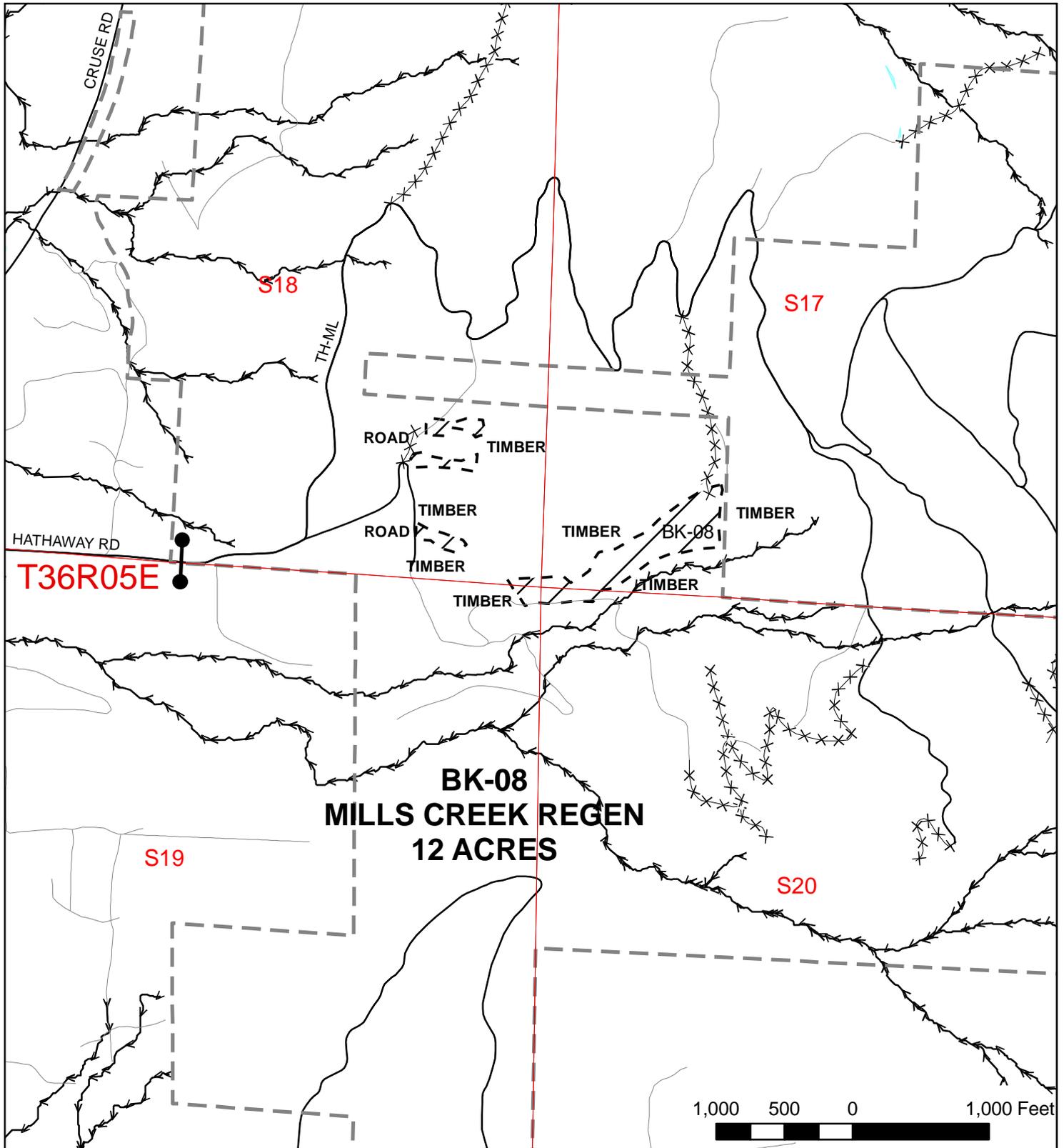


UNIT MAP

Invitation to Bid Number 1278

Item 1

Northwest Region
Baker District



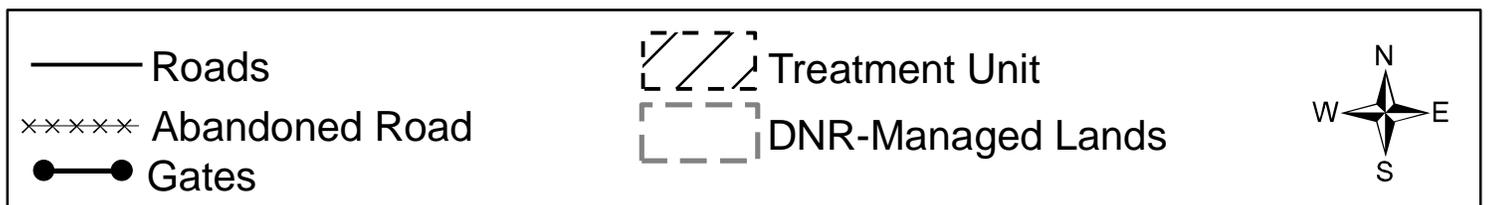
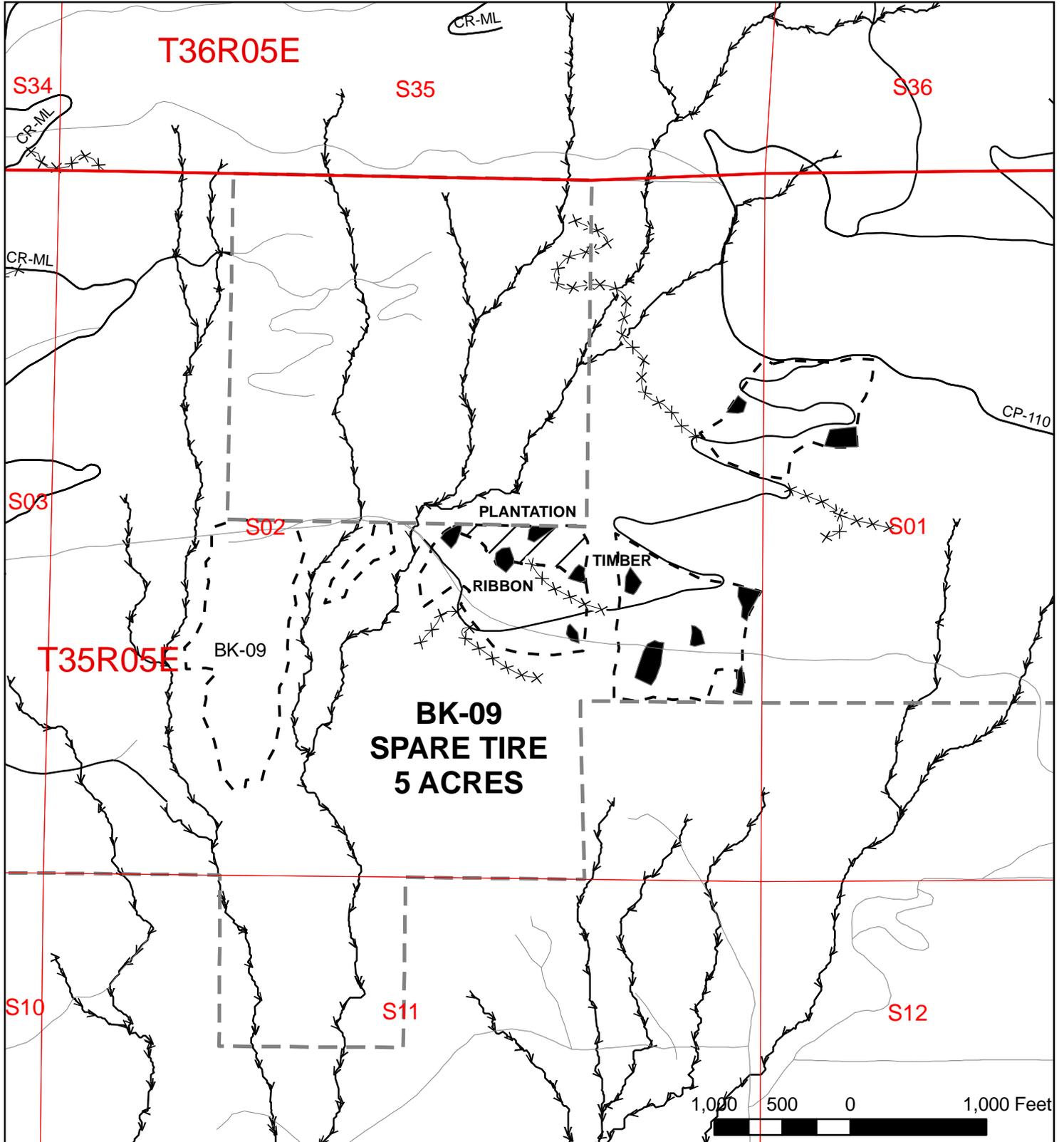
Roads	Treatment Unit	
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UNIT MAP

Invitation to Bid Number 1278

Item 1

Northwest Region
Baker District

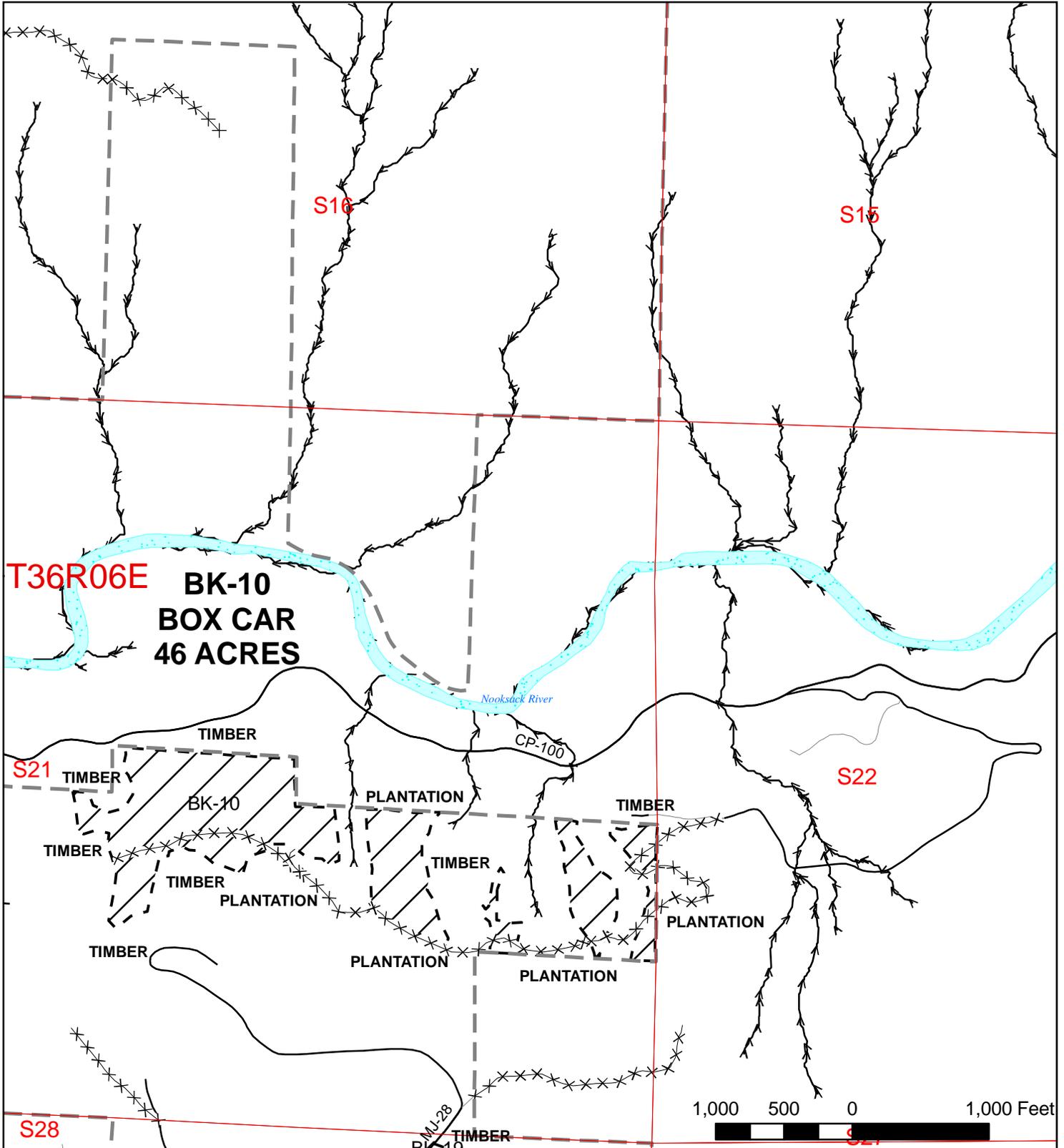




UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District

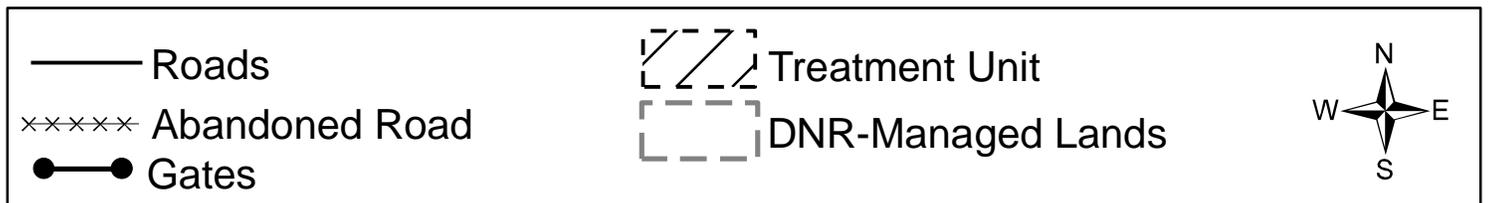
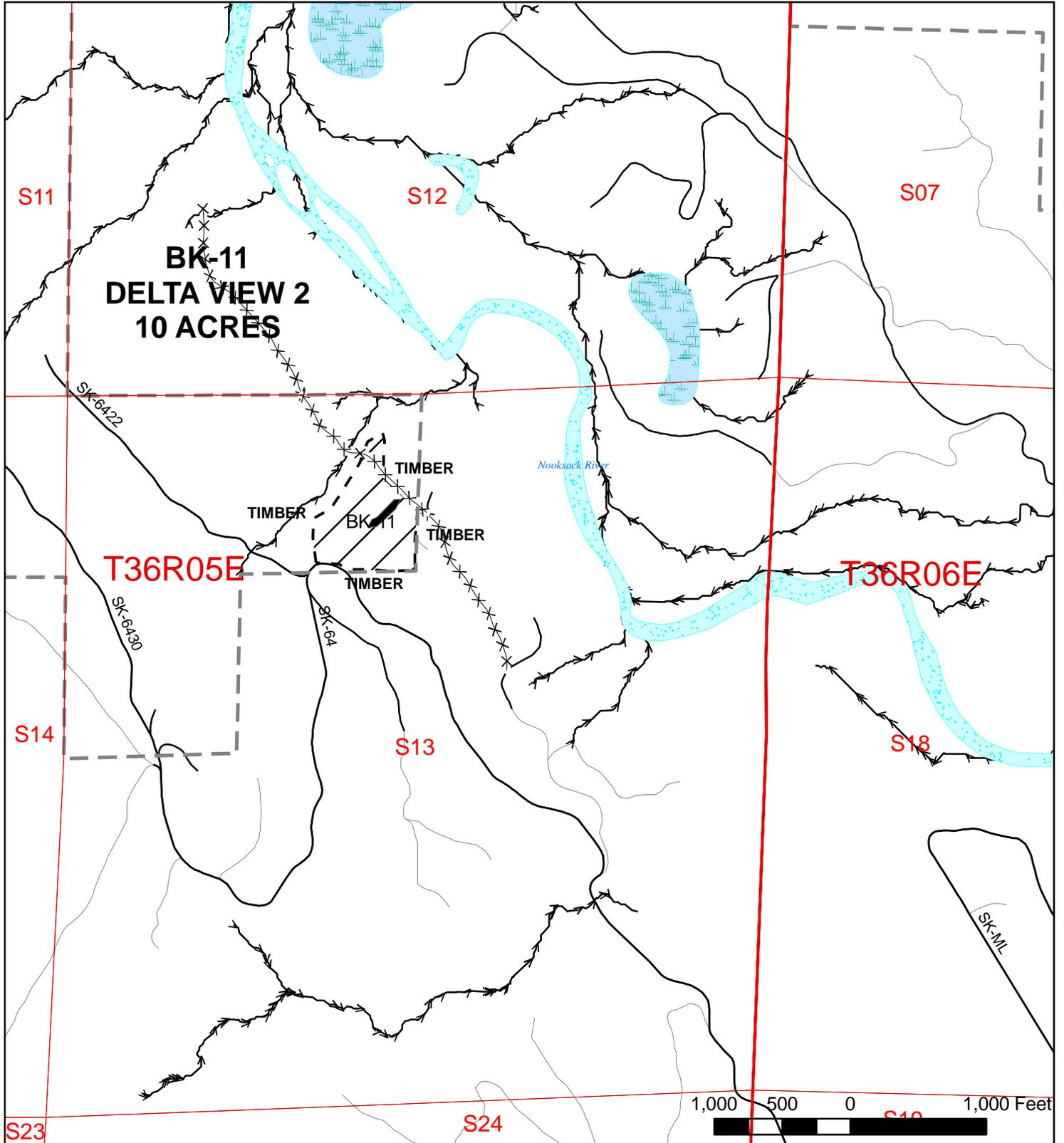


Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		

UNIT MAP

Invitation to Bid Number 1278

Item 1

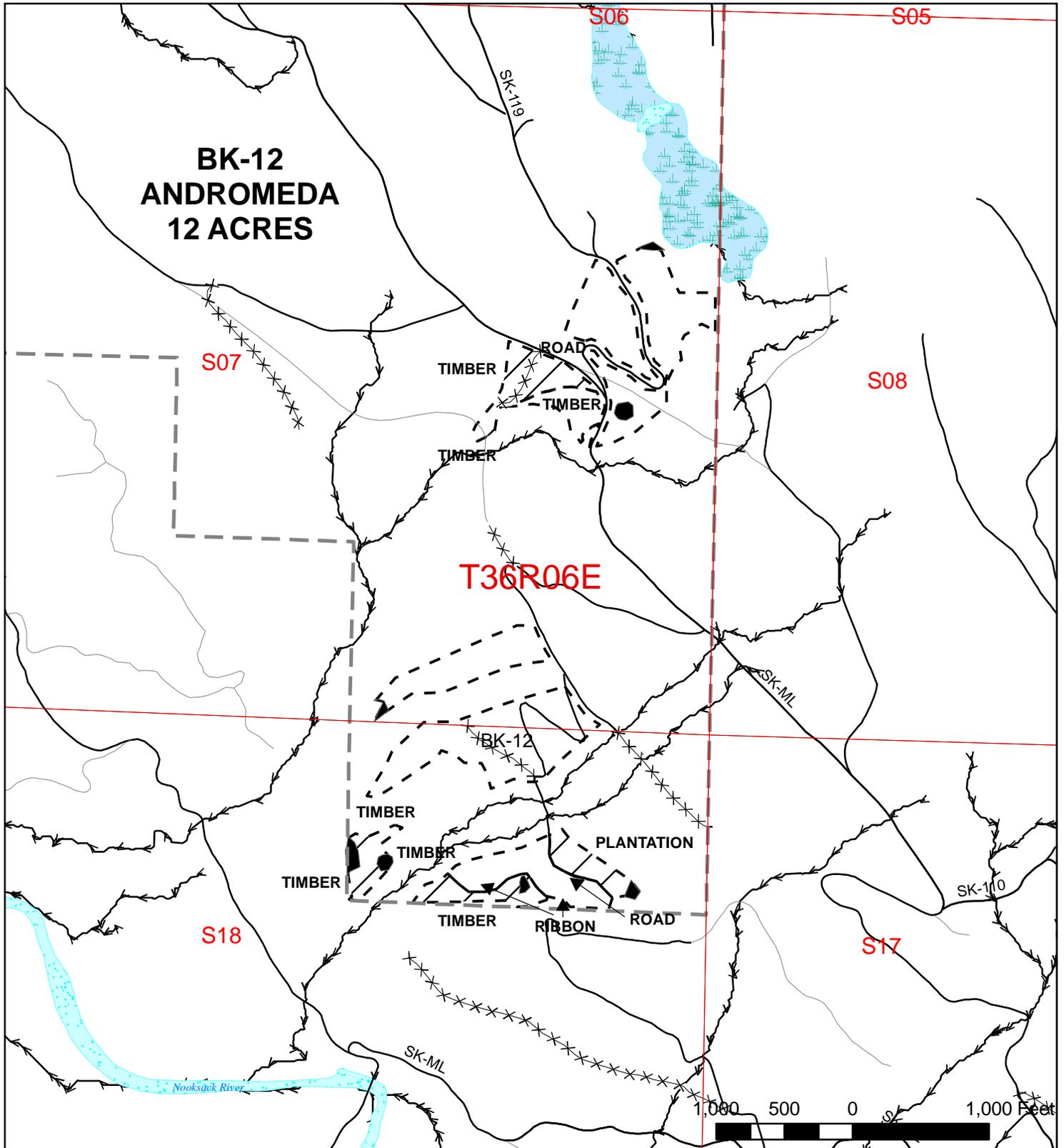




UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



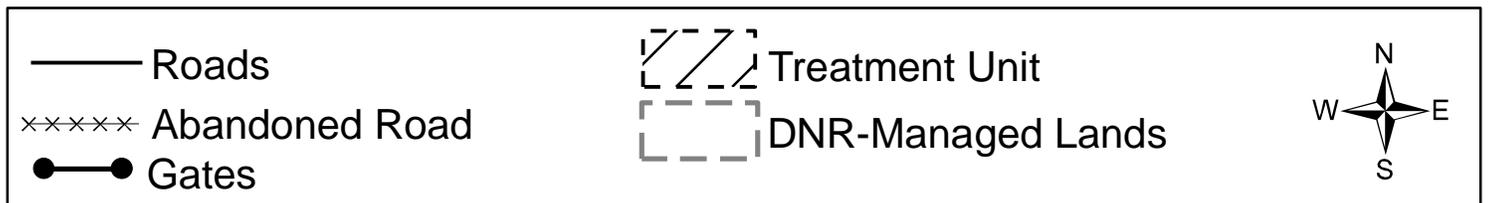
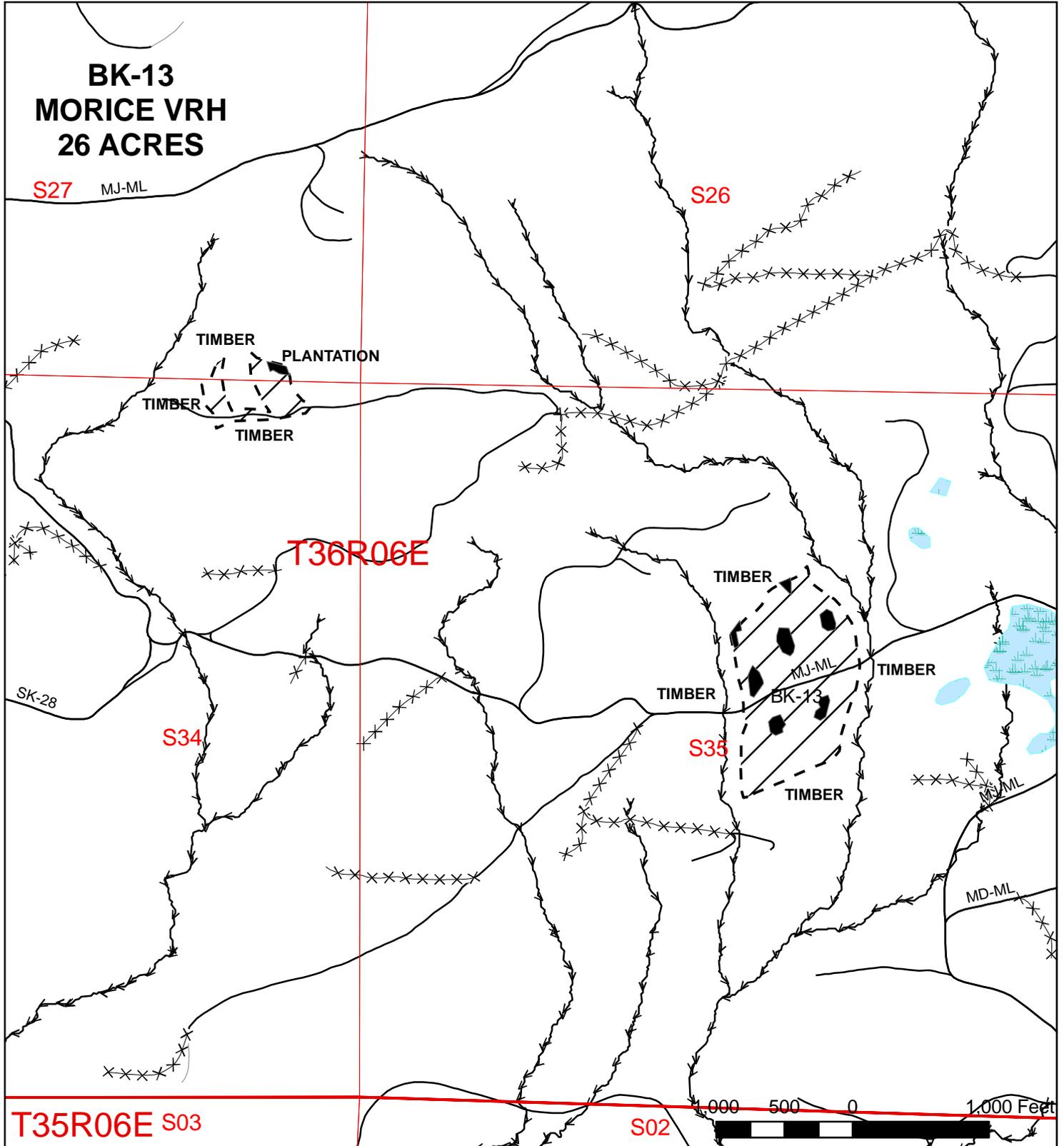
Roads	Treatment Unit	
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Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District

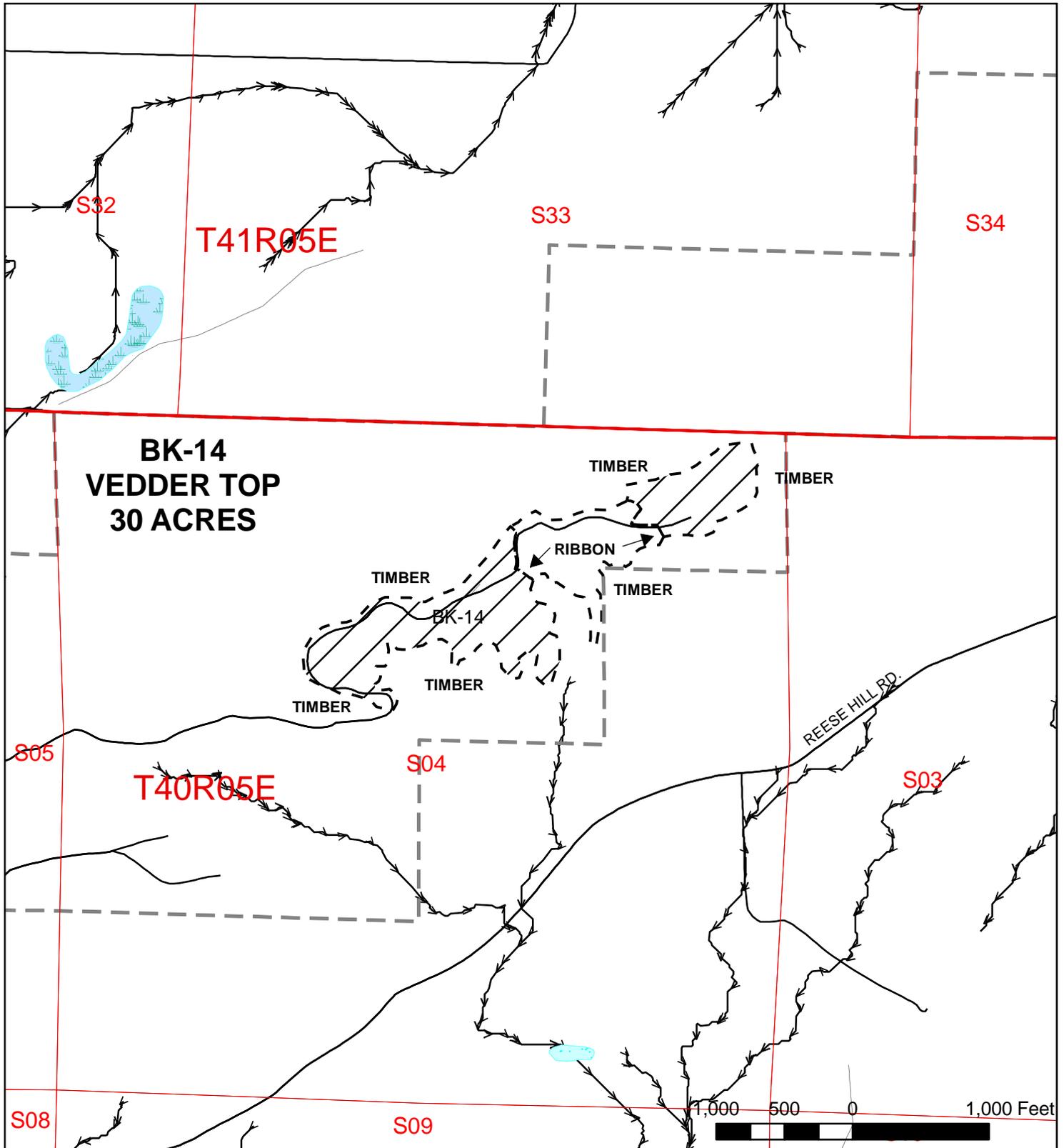




UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



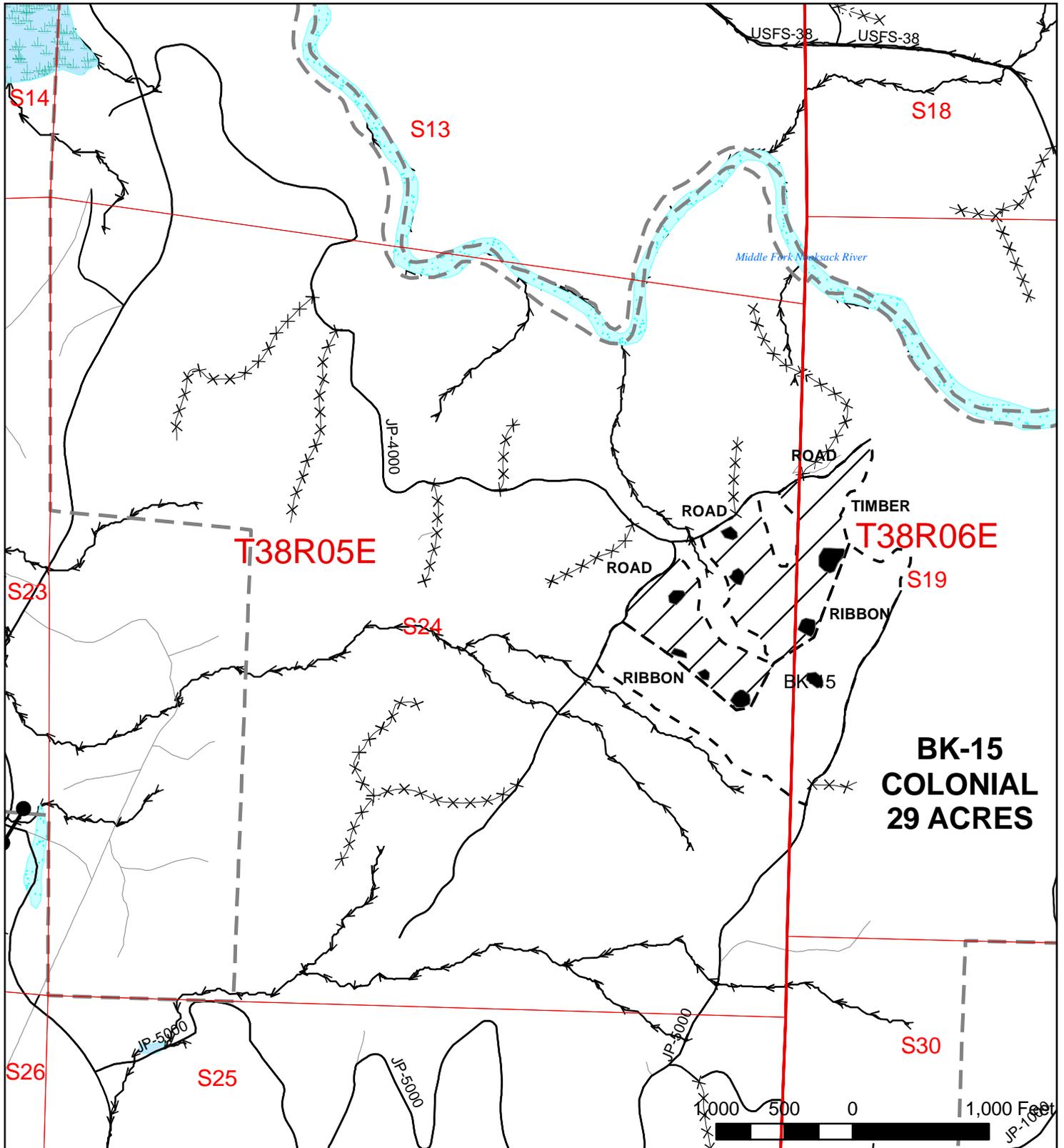
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		

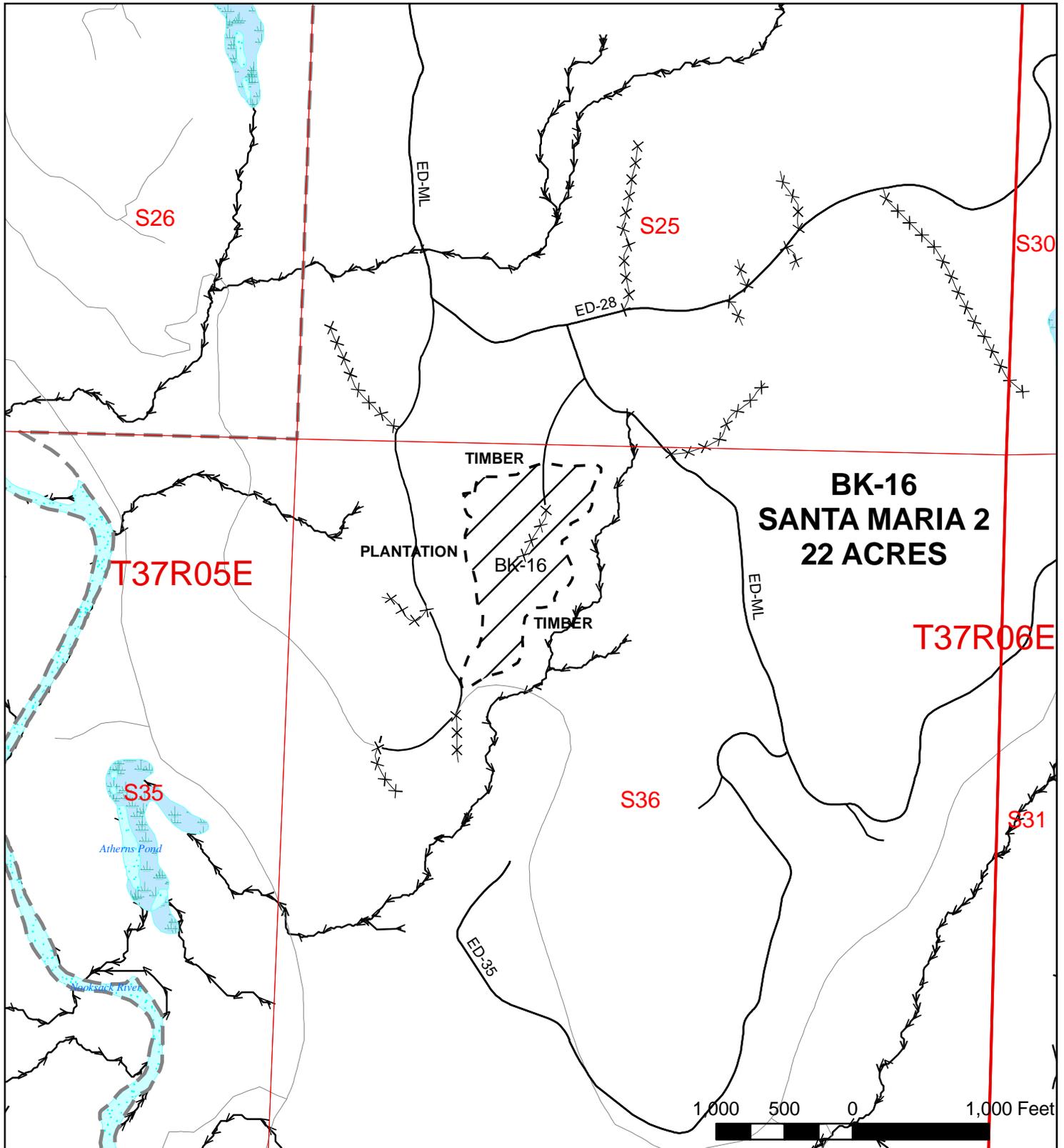


UNIT MAP

Invitation to Bid Number 1278

Item 1

Northwest Region
Baker District



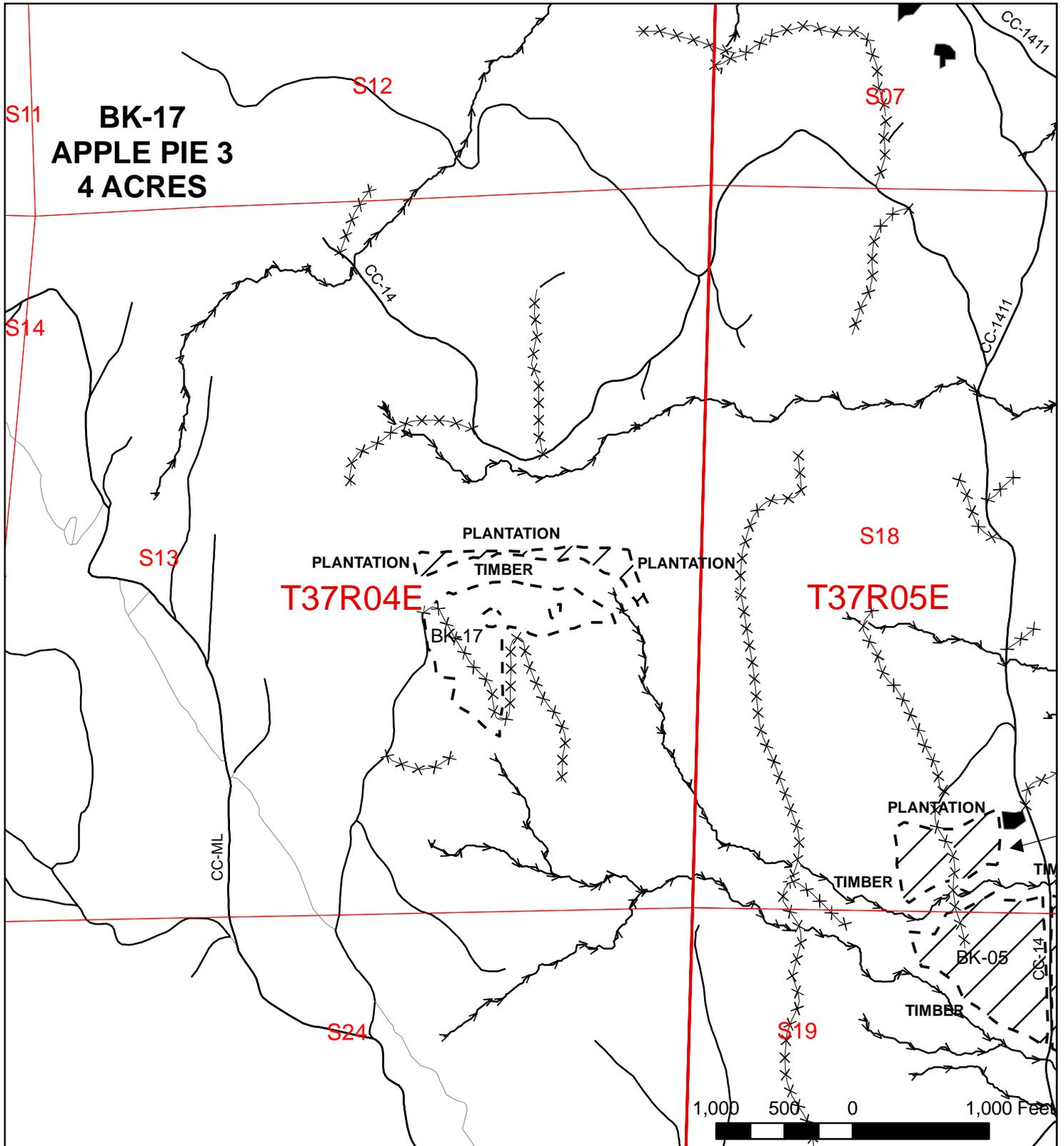
Roads	Treatment Unit	
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UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



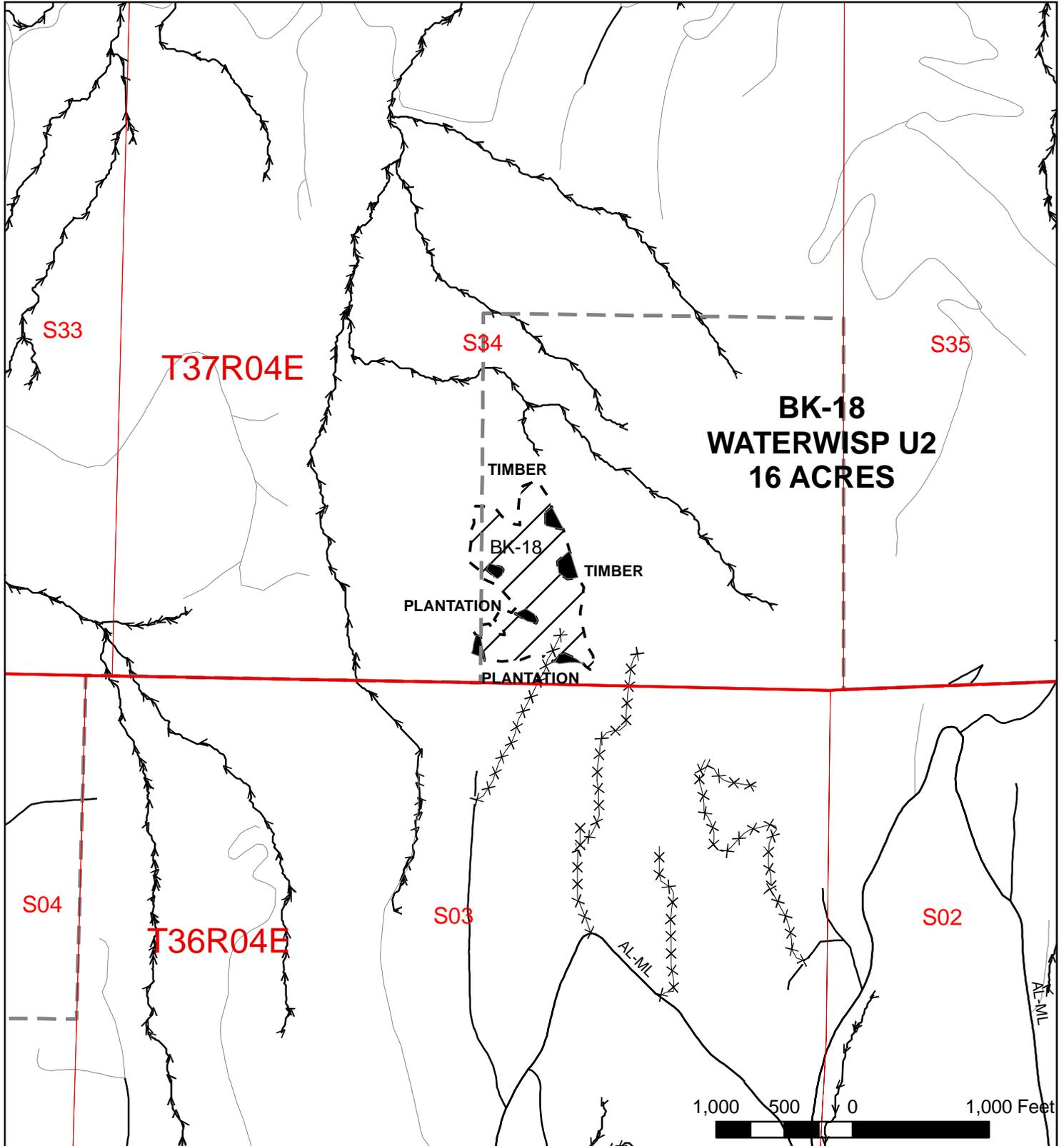
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



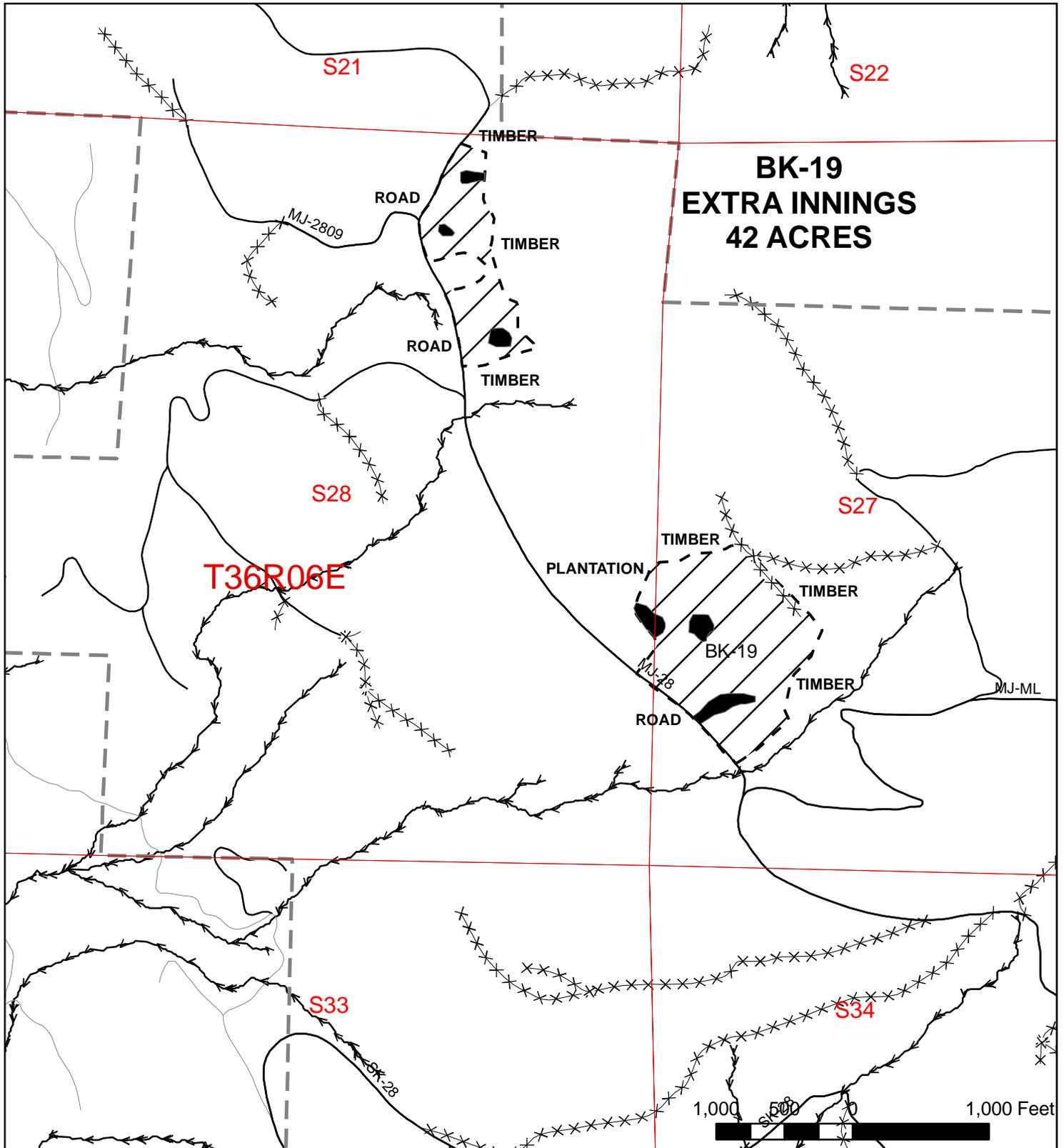
Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		



UNIT MAP

Invitation to Bid Number 1278
Item 1

Northwest Region
Baker District



Roads	Treatment Unit	
Abandoned Road	DNR-Managed Lands	
Gates		

UNIT MAP

Ground Herbicide

Invitation to Bid No. 1278

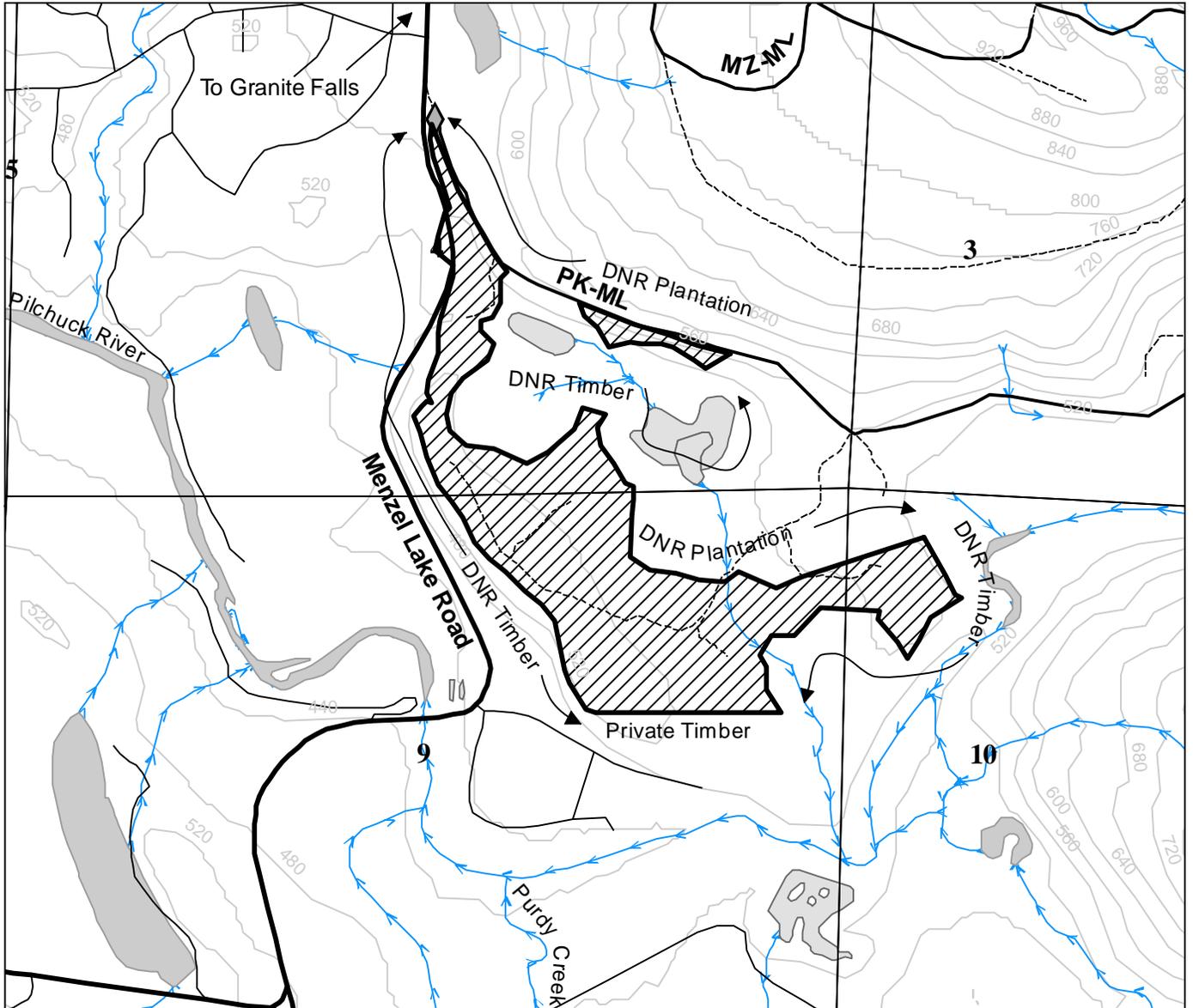
Item No. 1

Unit No. CA-1

UNIT NAME: SMALL CHIP
FMU ID: 32754
TRUST: 01 - 53 ac., 04 - 5 ac.
ACRES: 58

REGION: NORTHWEST
DISTRICT: CASCADE
LOCAL: BOULDER
COUNTY: SNOHOMISH

T29N-R7E S 4,9,10



Treatment Area



Gate

Road

Closed Road

Unit Boundary

Tank Trap

Streams

40 ft. Contours

Scale 1:12,000

Directions: From Granite Falls, travel south on Menzel Lake Road 5.3 miles to the PK-ML. Turn left, pass through the gate, the unit is on your right.



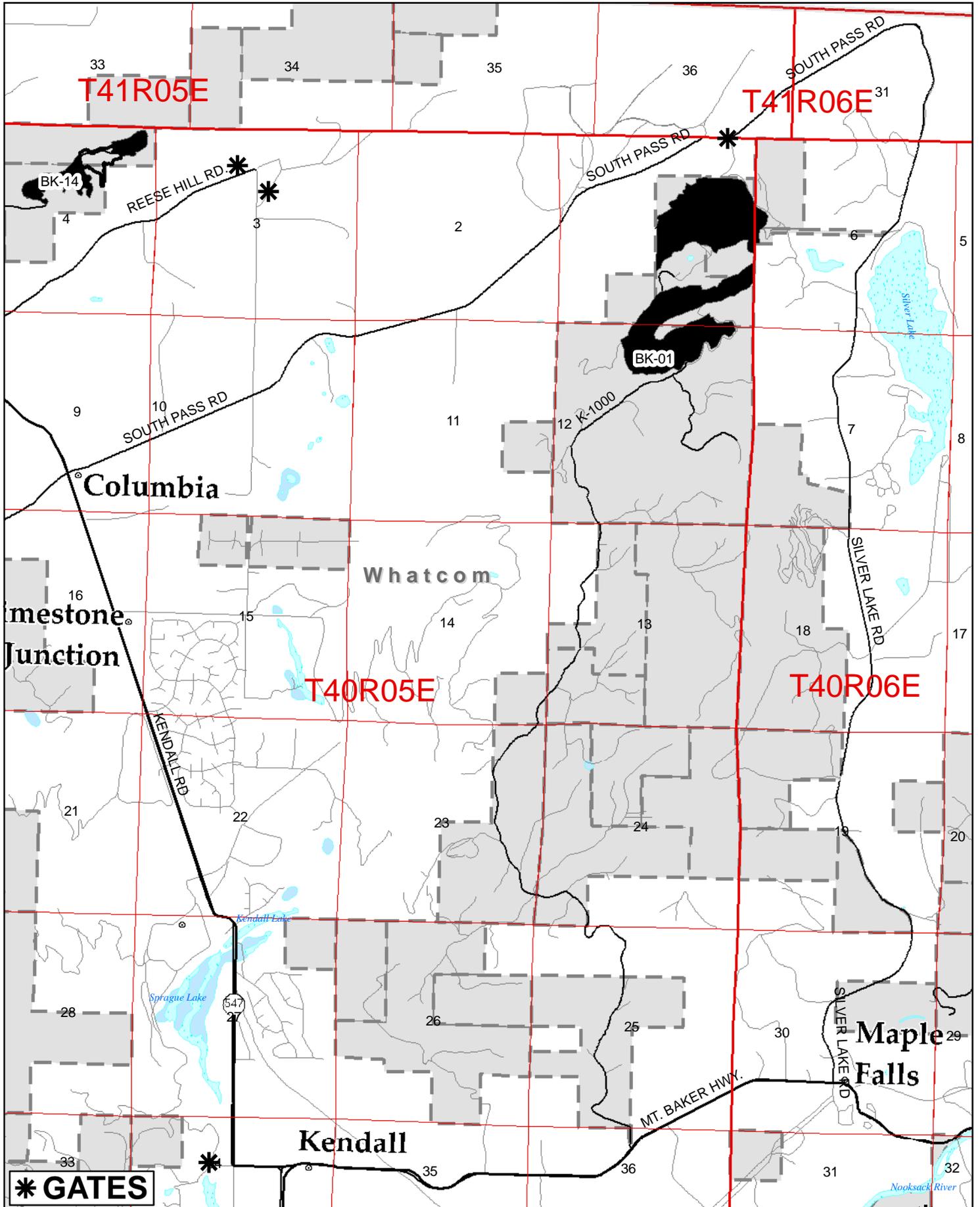
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





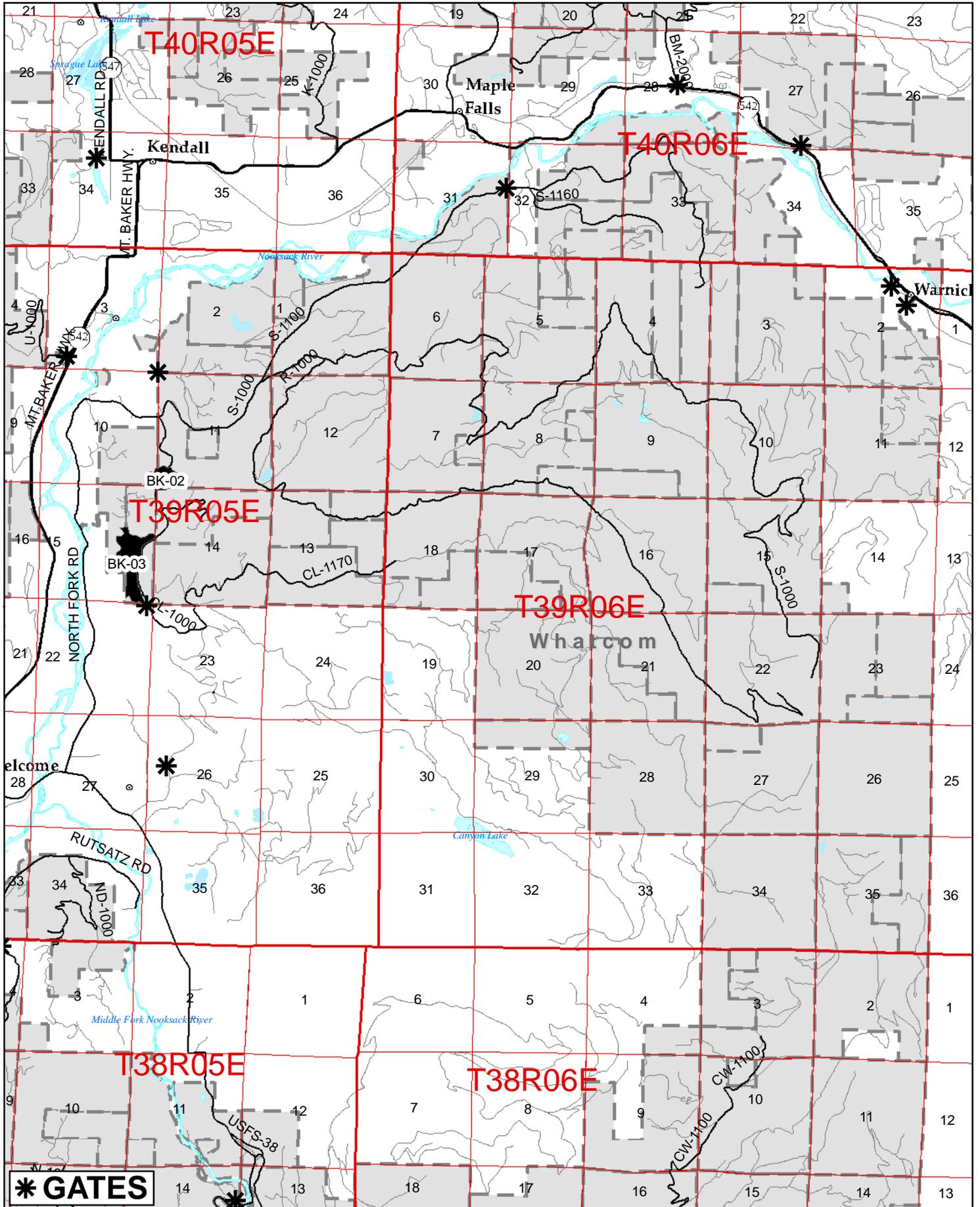
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





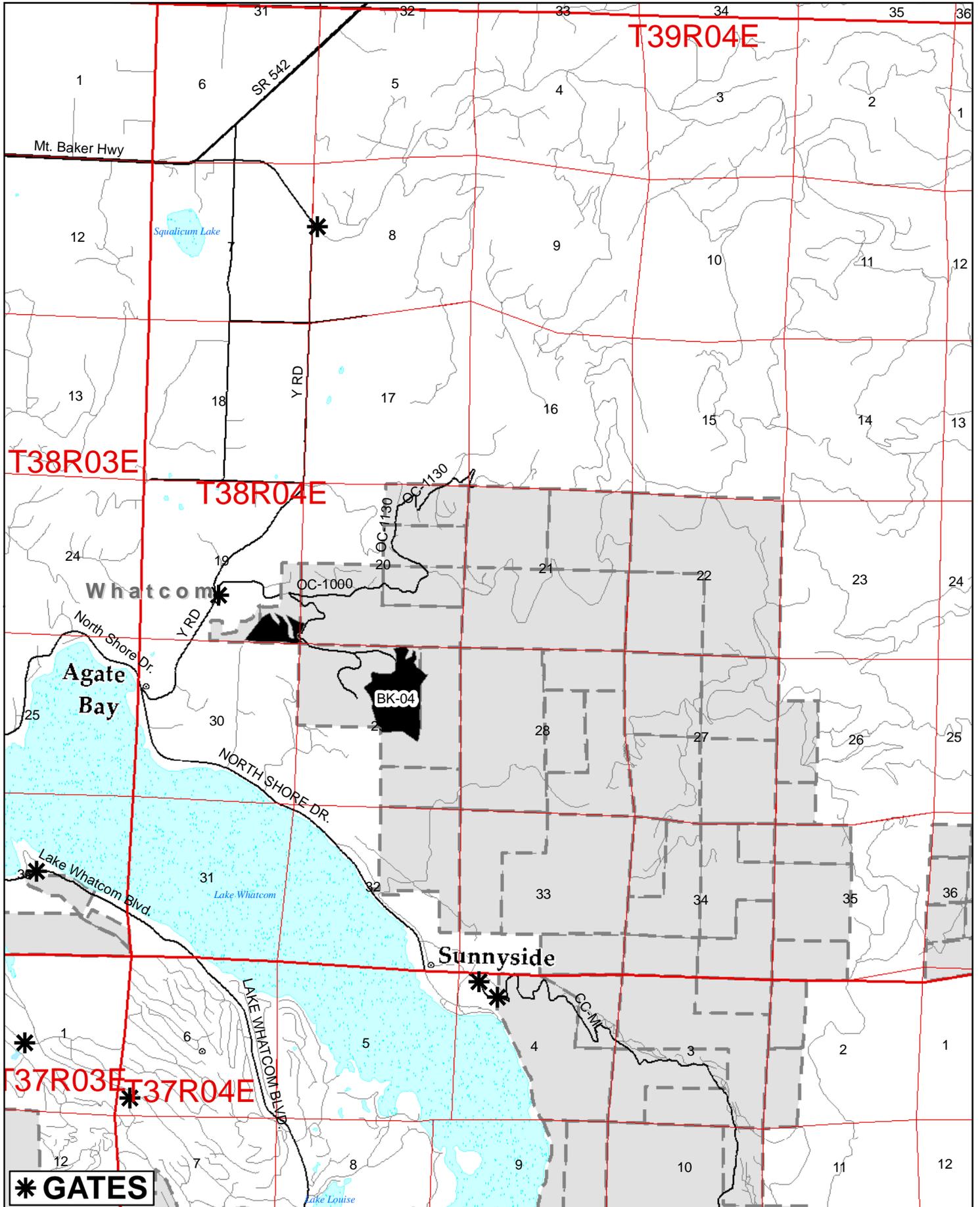
VICINITY MAP

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Item 1



Northwest Region
Baker District





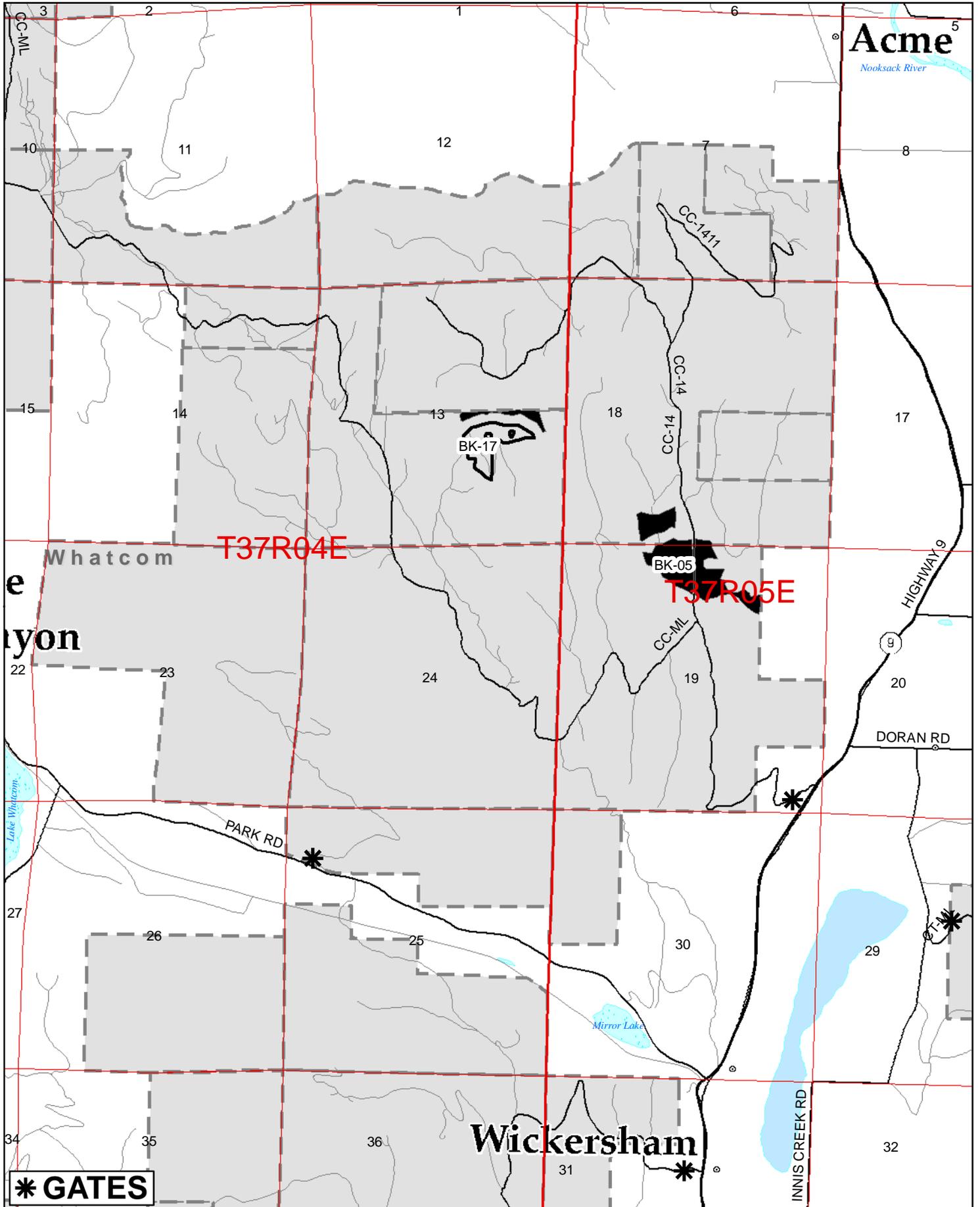
VICINITY MAP

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Item 1



Northwest Region
Baker District





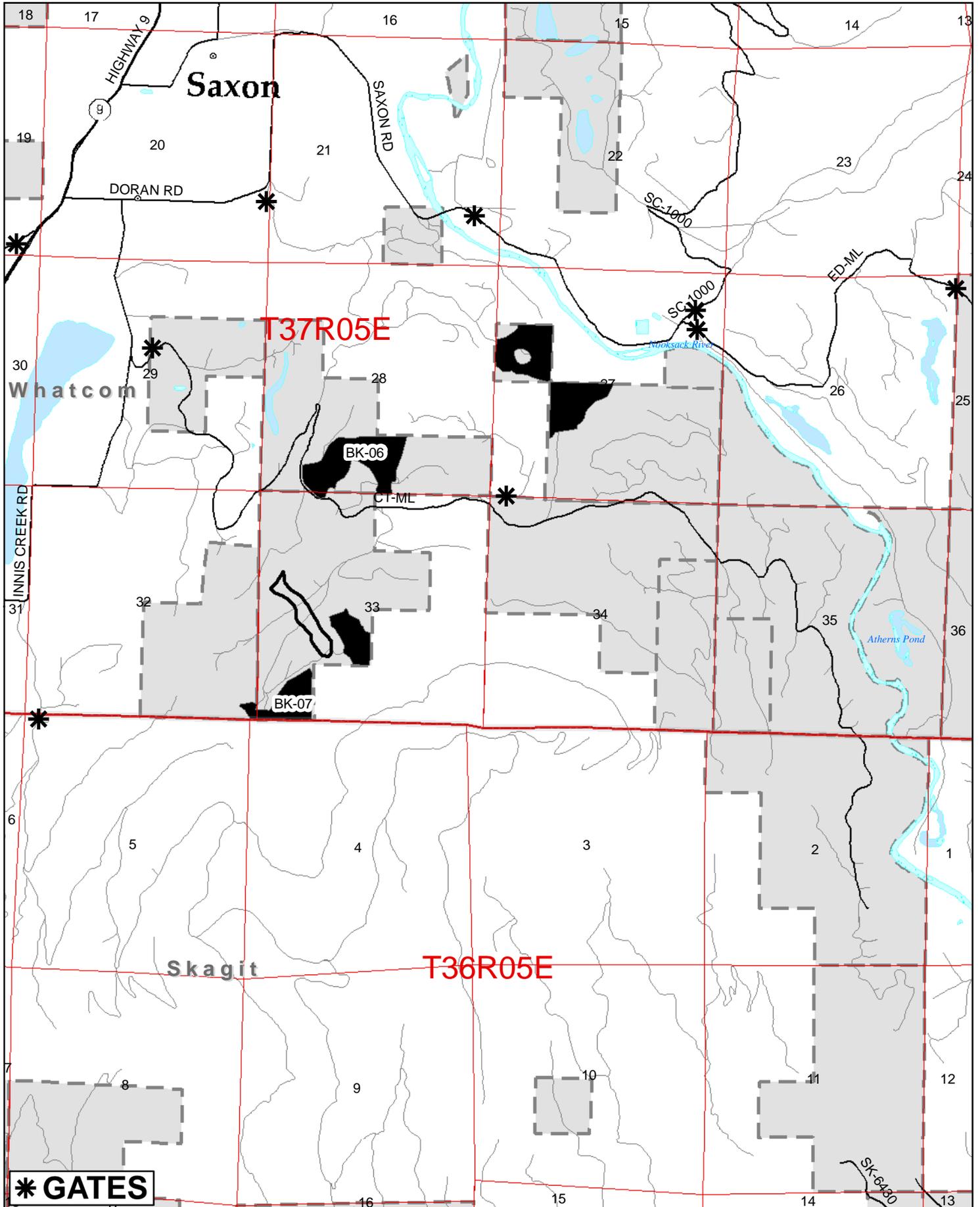
VICINITY MAP

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Item 1



Northwest Region
Baker District





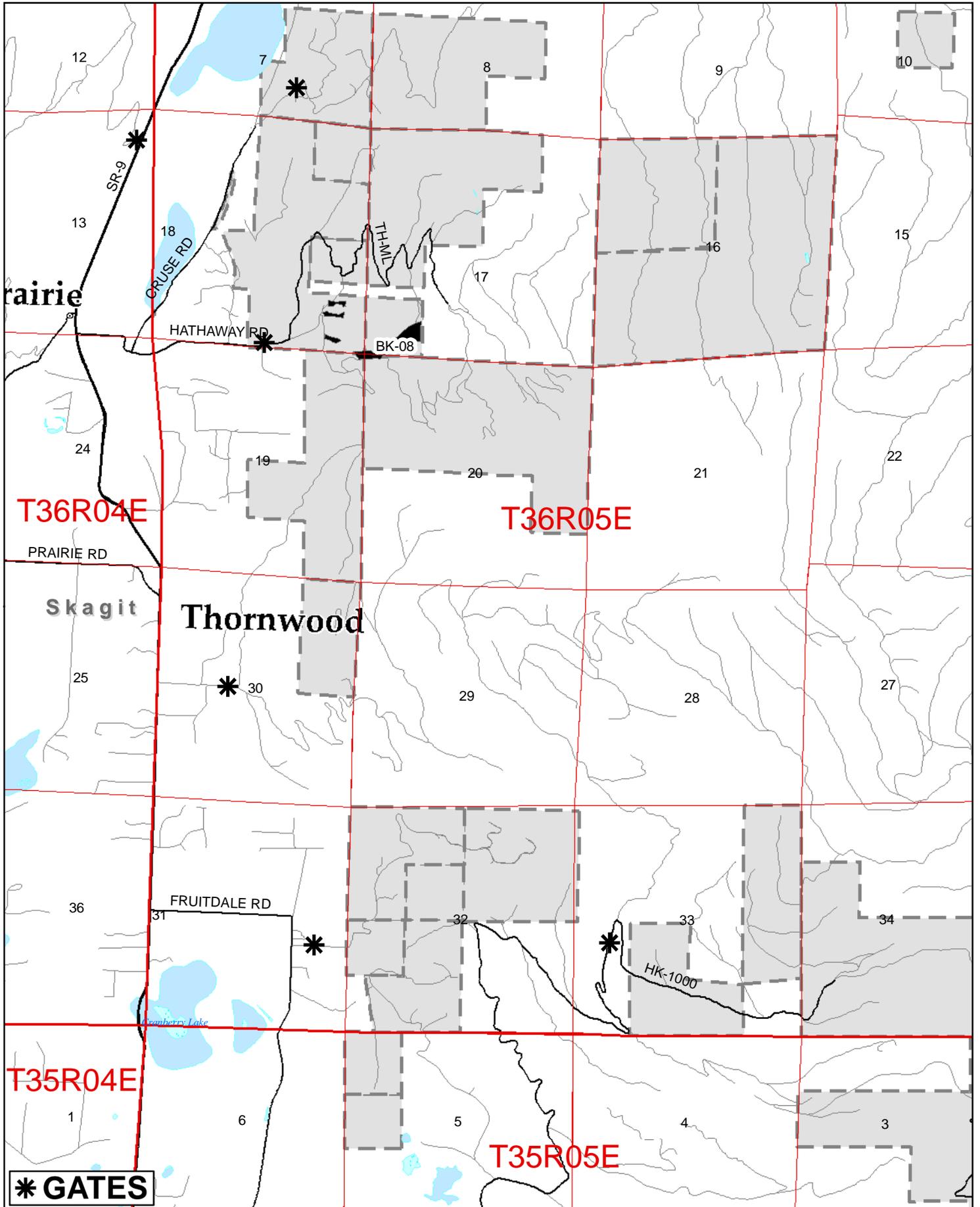
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





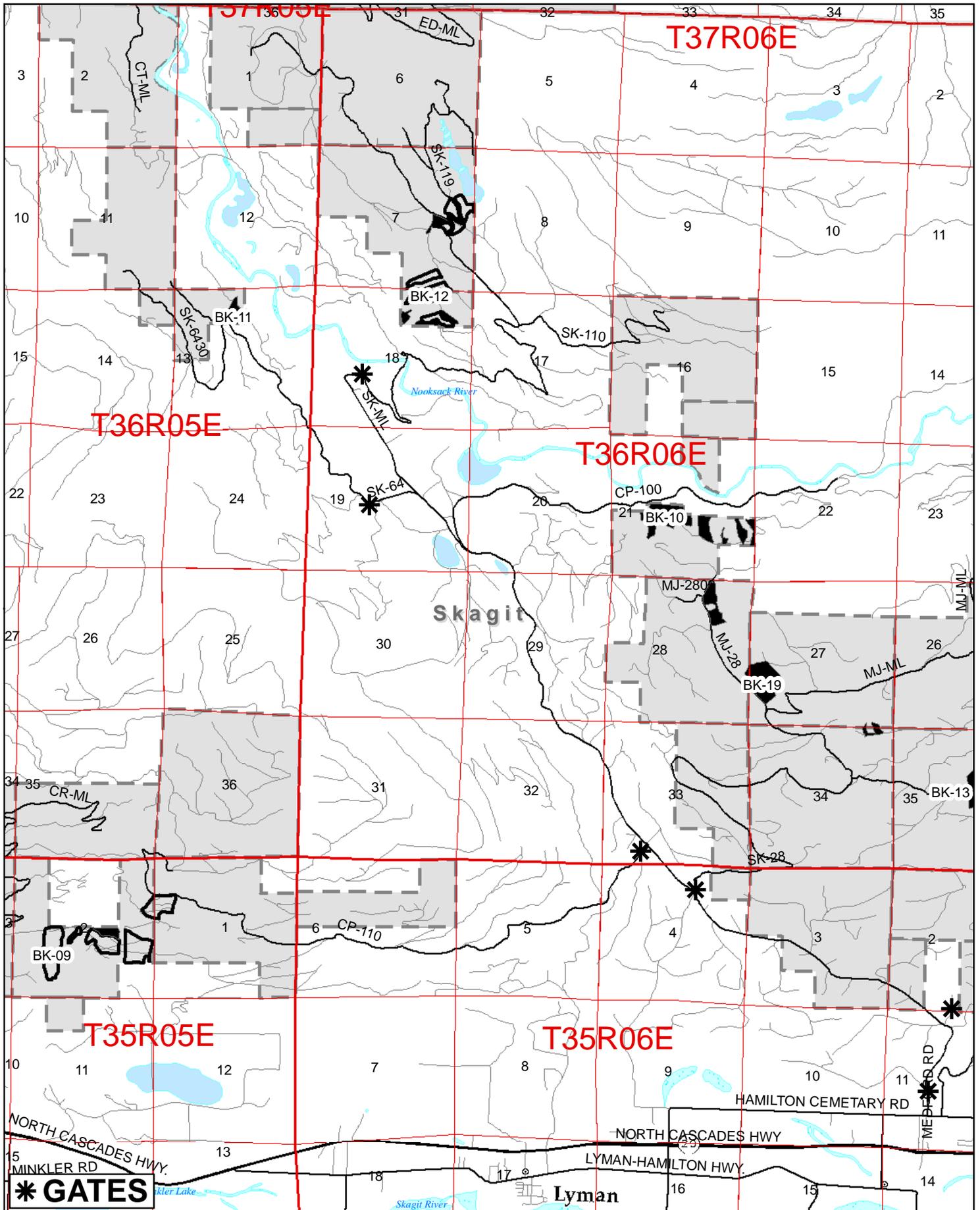
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





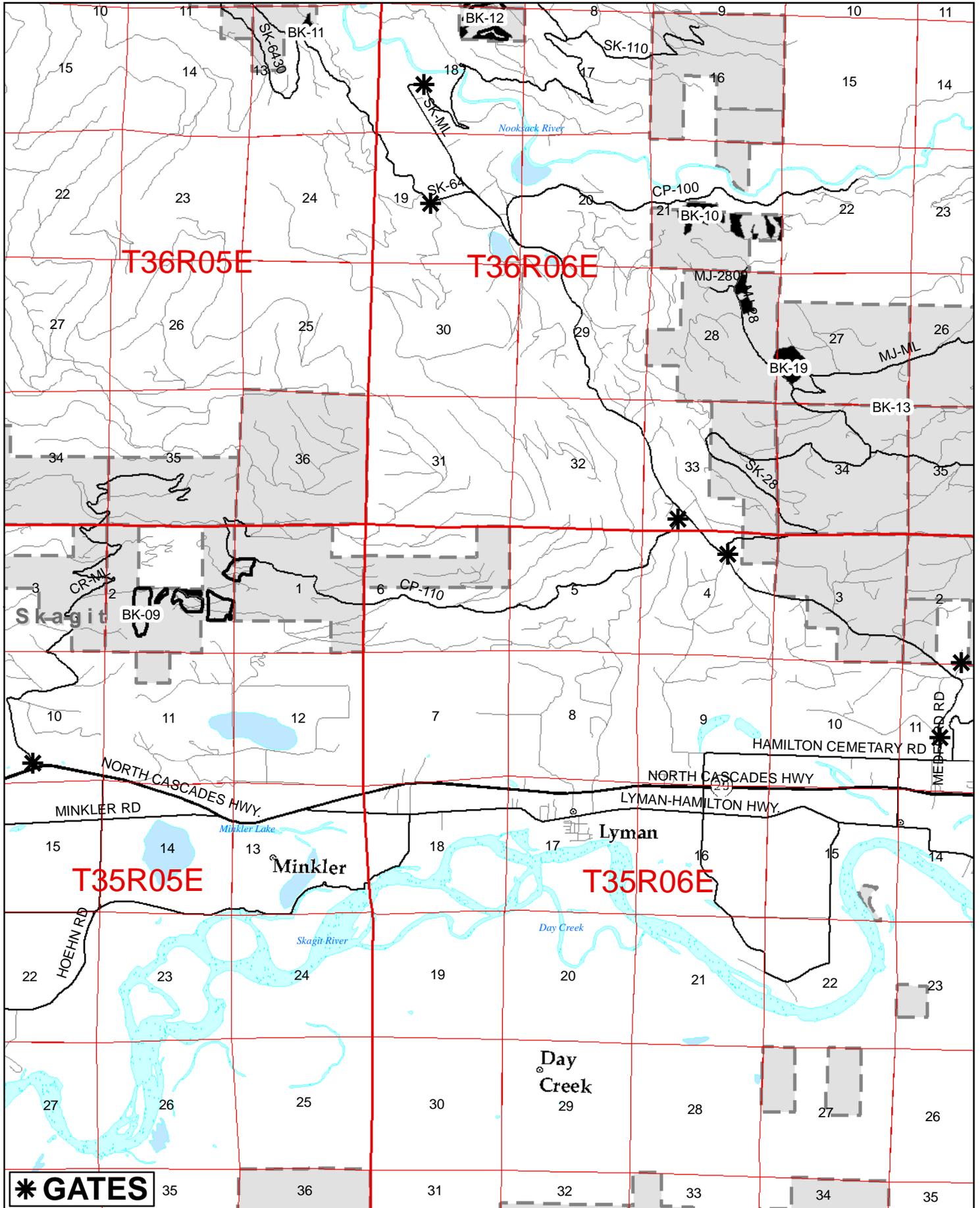
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





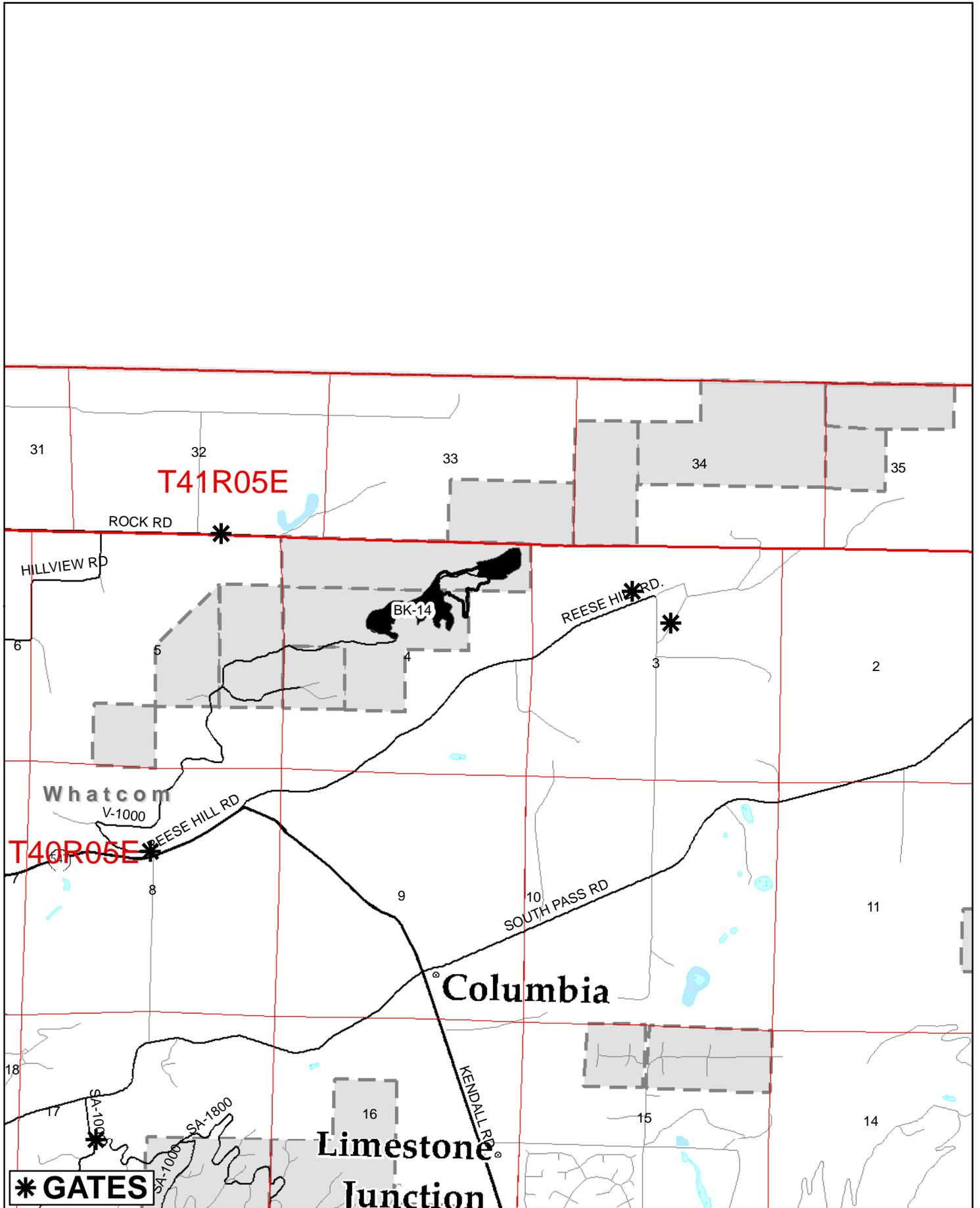
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





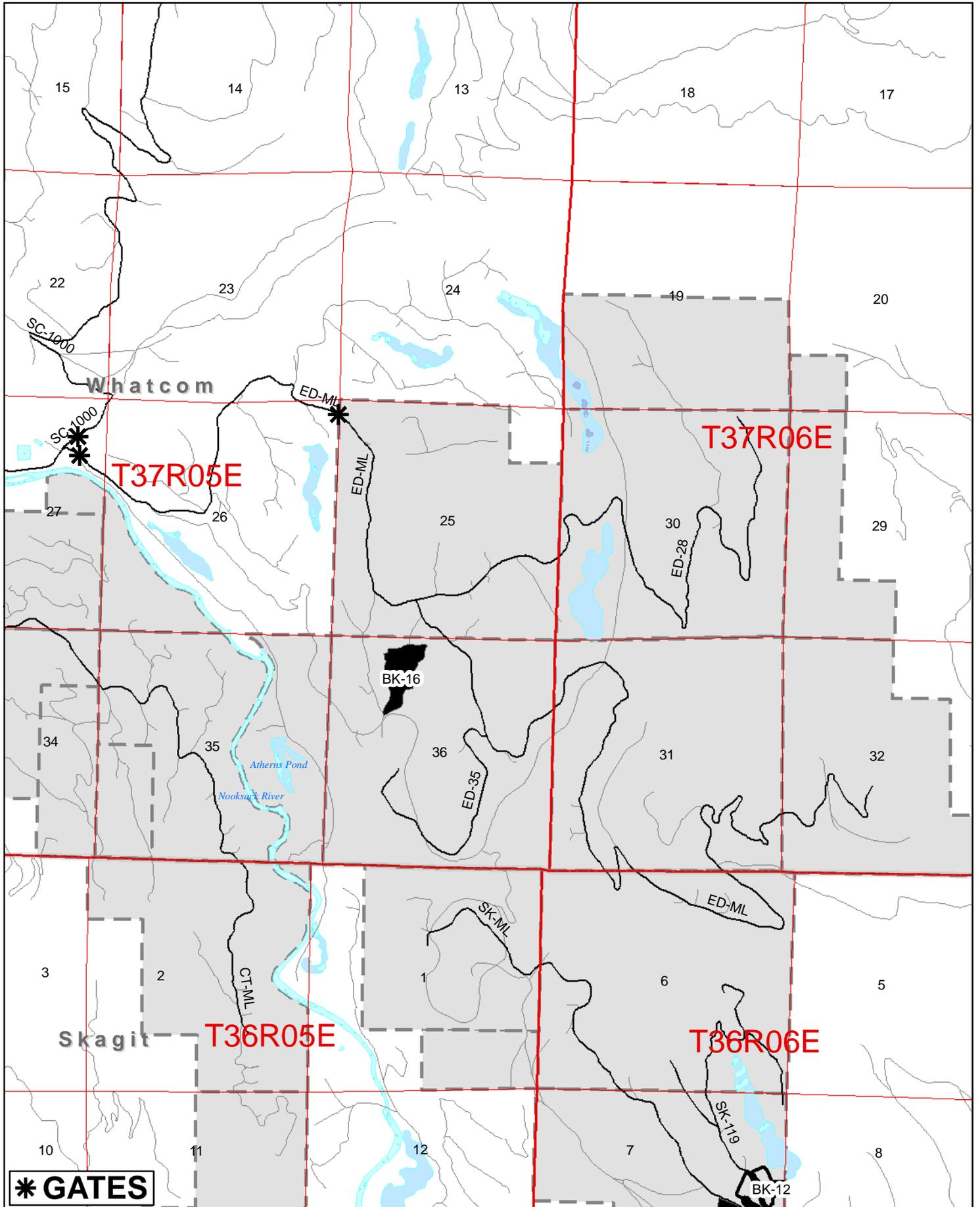
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





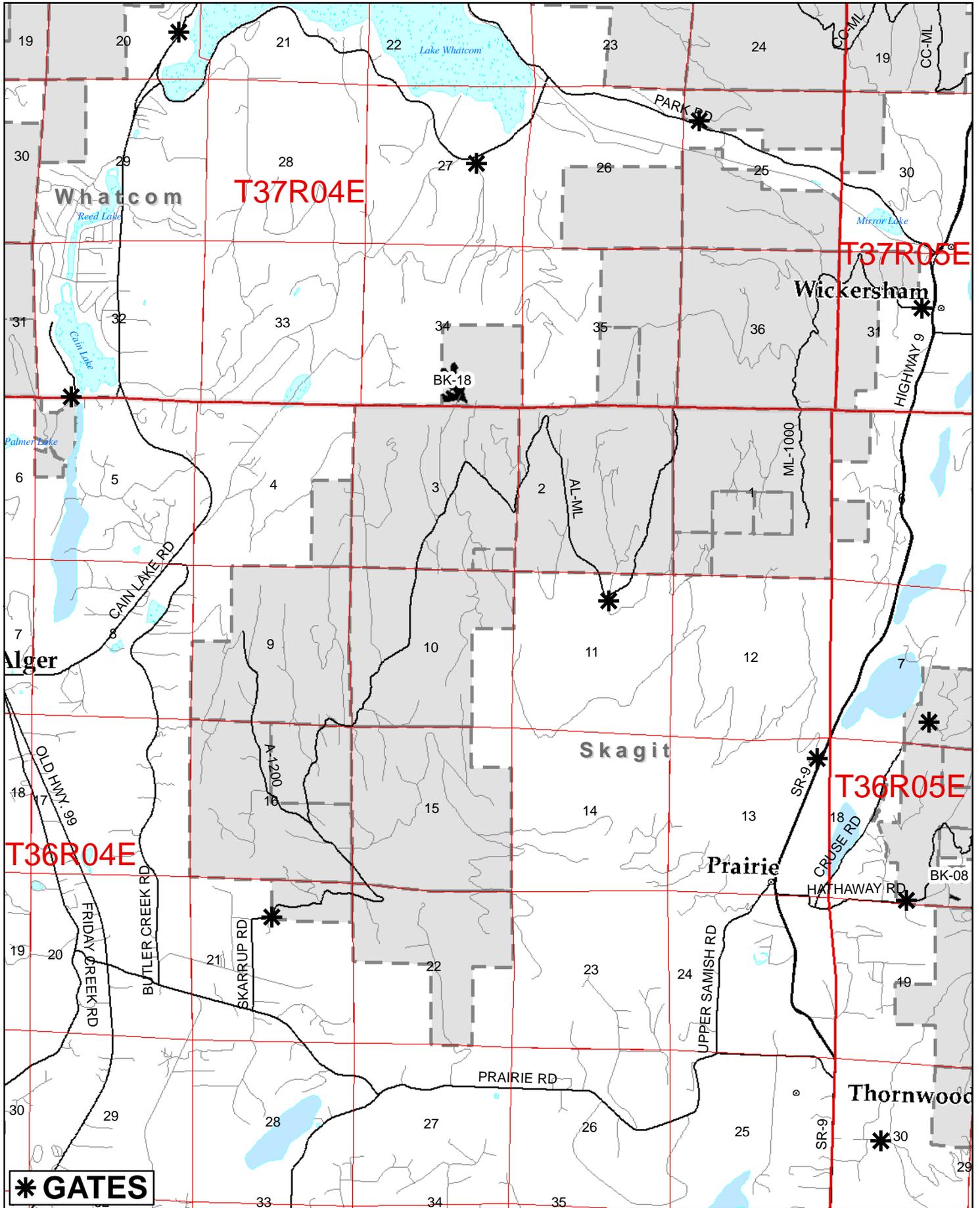
VICINITY MAP

Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





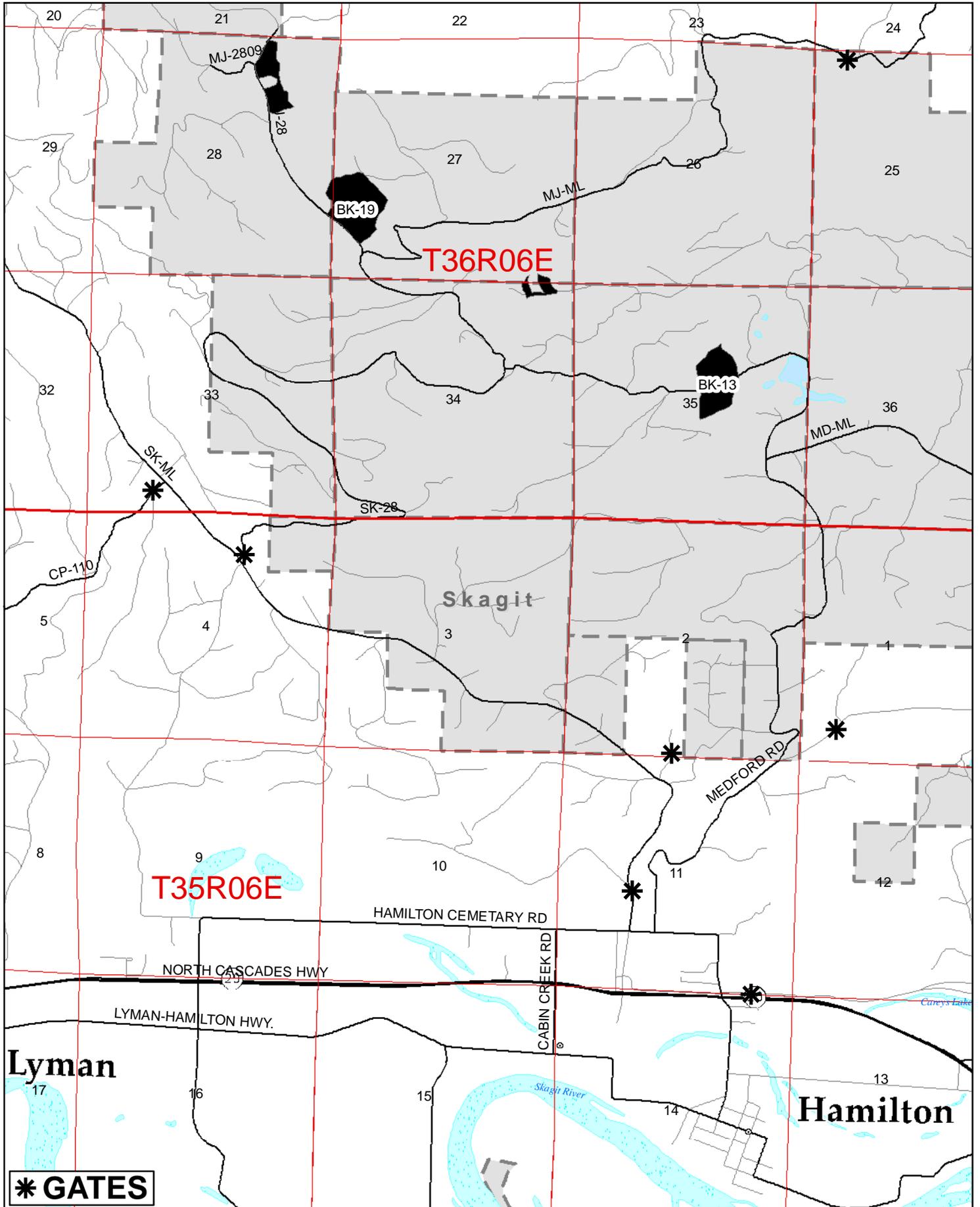
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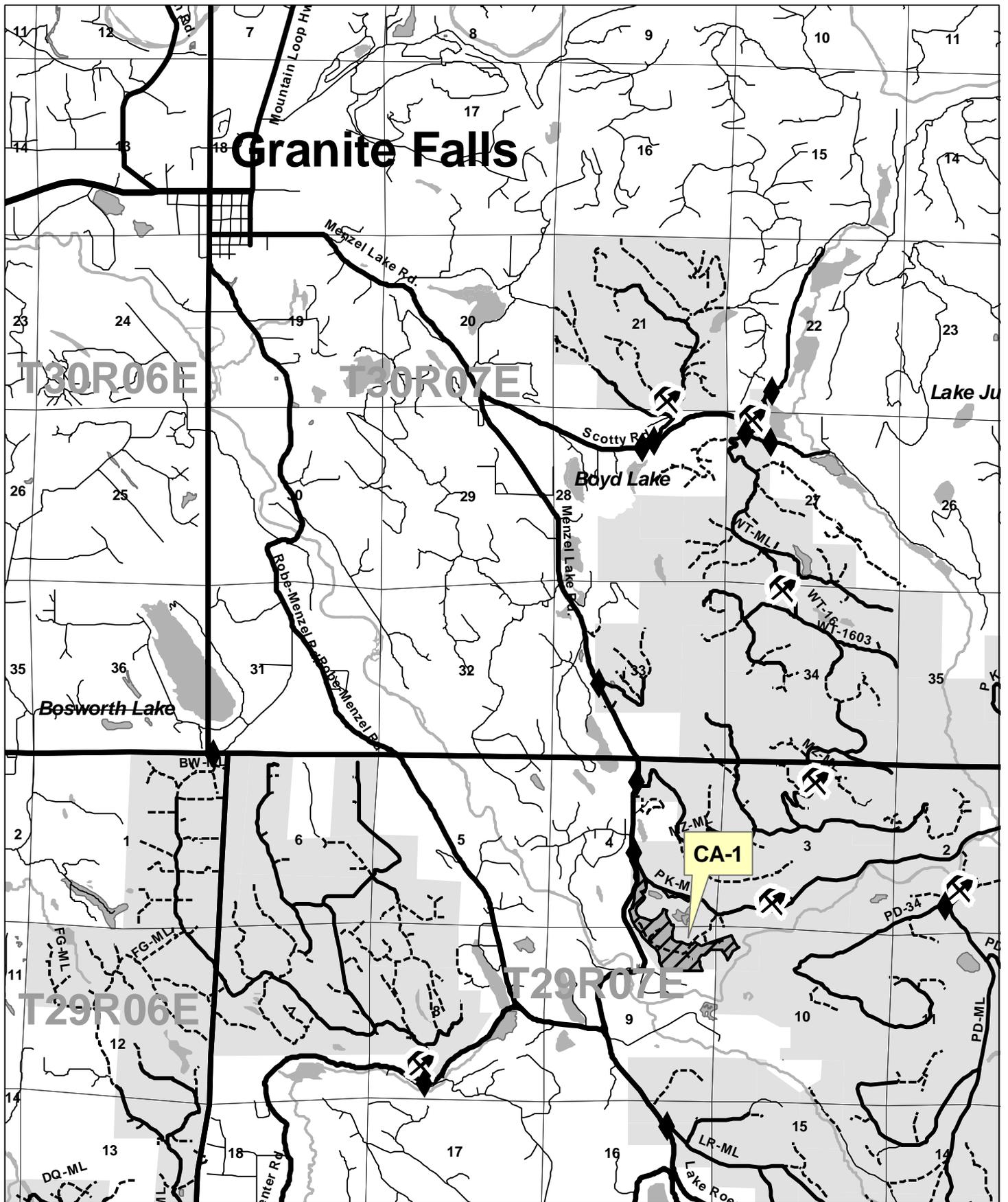
Invitation to Bid Number 1278

Item 1



Northwest Region
Baker District





VICINITY MAP



- | | | |
|---|---|--|
|  Treatment Unit |  Active Road |  Gates |
|  DNR-Managed Lands |  Closed Road |  Rockpits |

SECTION IV BID FORM

SITE PREPARATION, GROUND HERBICIDE

INVITATION TO BID/CONTRACT NUMBER **1278**

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 **1278**.

Item No.	Unit No.	Acres ¹	Unit Bid Price (Per Acre)	Unit Total ²
1	BK-1	193	\$ _____ /Ac	\$ _____
1	BK-2	21	\$ _____ /Ac	\$ _____
1	BK-3	62	\$ _____ /Ac	\$ _____
1	BK-4	105	\$ _____ /Ac	\$ _____
1	BK-5	35	\$ _____ /Ac	\$ _____
1	BK-6	94	\$ _____ /Ac	\$ _____
1	BK-7	38	\$ _____ /Ac	\$ _____
1	BK-8	12	\$ _____ /Ac	\$ _____
1	BK-9	5	\$ _____ /Ac	\$ _____
1	BK-10	46	\$ _____ /Ac	\$ _____
1	BK-11	10	\$ _____ /Ac	\$ _____
1	BK-12	12	\$ _____ /Ac	\$ _____
1	BK-13	26	\$ _____ /Ac	\$ _____
1	BK-14	30	\$ _____ /Ac	\$ _____
1	BK-15	29	\$ _____ /Ac	\$ _____
1	BK-16	22	\$ _____ /Ac	\$ _____
1	BK-17	4	\$ _____ /Ac	\$ _____
1	BK-18	16	\$ _____ /Ac	\$ _____
1	BK-19	42	\$ _____ /Ac	\$ _____
1	CA-1	<u>58</u>	\$ _____ /Ac	\$ _____
Item 1 Total Acres:		860		

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.

