



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

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## Pacific Cascade Region

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# **INVITATION TO BID**

## **Contract Number #1313**

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**Contract Digest:** Site Preparation Ground Herbicide  
(Ground based herbicide application to reduce competition for planted seedlings.)

### **SECTION I**

- Notice to All Bidders
- Instructions to Bidders

### **SECTION II**

- Division I Bidding Requirements
- Division II General Provisions
- Division III Specifications for the Activity

### **SECTION III**

- Unit Description
- Unit Maps

### **SECTION IV**

- Bid Form

### **SECTION V**

- Offer and Contract Award

**Important:** Mail the "Sealed Bid" and "Bid Deposit" to the Pacific Cascade Region Office, and not the **SOUTHEAST REGION OFFICE**

**SECTION I  
NOTICE TO ALL BIDDERS**

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

Department of Natural Resources  
P.O. Box 280  
Castle Rock, Washington 98611

**Bid Opening:** Bids will be accepted at the Department's Pacific Cascade Region office until **1:00 P.M. on Tuesday, June 28, 2011** 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 **strongly** advised to examine the areas prior to bidding. Questions pertaining to unit(s) can be answered by contacting Department Representative Albert Durkee at 541.490.3678 (Cell) or 509.493.3218 (Office).

**SECTION 2  
INSTRUCTIONS TO ALL BIDDERS**

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

Chris Rasor, Intensive Management Forester  
Department of Natural Resources  
P.O. Box 280  
Castle Rock, WA 98611

**Bid and Bid Deposit:** must be received at the Department's Pacific Cascade Region office prior to Bid Opening (see Notice To All Bidders, SECTION II).

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

Addressed to: Eric Wisch, Pacific Cascade Region Manager  
Attn: Chris Rasor  
PC Region Intensive Management Forester  
Department of Natural Resources  
P.O. Box 280  
Castle Rock, WA 98611

Upper left corner: Bidder's Address

Lower left corner: Ground Herbicide - "Sealed Bid"  
Invitation to Bid/Contract No. 1313

Questions concerning this Invitation to Bid/Contract should be referred to Department Representative Albert Durkee at 541.490.3678 (Cell) or 509.493.3218 (Office).

## **SECTION II**

### **Special Notices**

#### **Division I - Bidding Requirements**

#### **Division II - General Requirements**

#### **Division III - Specifications**

### **Section II - SPECIAL NOTICES:**

#### **Special Notice Regarding Contract Requirements:**

##### **Terms of Contract:**

1. **All units must be treated from July 18, 2011 to September 2, 2011**
2. Contractors are no longer required to be present at bid opening to be eligible for contract award at Pacific Cascade Region.
3. Bid deposit checks will be mailed back to all bidders not receiving the contract award following the contract award to the successful bidder.
4. Please note walk-ins and closed/abandoned roads as identified on unit maps.
5. Generic herbicide substitutions allowed on this contract are listed in clause 3-21.01.
6. A **\$1,000.00** BID DEPOSIT IS REQUIRED WITH THIS BID OPENING (SEE CLAUSE 1-09).
7. Provide proof of 2011 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries before work begins.
8. Questions pertaining to this Invitation to Bid can be answered by contacting Albert Durkee at (Office) 509.493.3218 or (Cell) 541.490.3678 or [Albert.Durkee@dnr.wa.gov](mailto:Albert.Durkee@dnr.wa.gov). Oral explanations, interpretation, or instructions given before the award will not be binding. The Department reserves the right to amend this Invitation to Bid/Contract by giving written notification to all known bidders at least seven (7) days prior to bid opening.
9. Contact Albert Durkee for driving directions and keys to preview the units.

## 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. 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 **ONE-THOUSAND DOLLARS** (\$1,000) 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 Contractors' 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 Before commencing Work, the Contractor shall obtain and keep during the term of this Contract the following liability insurance policies, insuring Contractor against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in termination of the Contract. The limits of insurance, which may be increased by the Department as deemed necessary, shall not be less than as follows:
- A. **Commercial General Liability (CGL) insurance**, with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the “each occurrence” limit, and the products-completed operations aggregate limit shall be at least twice the “each occurrence” limit.
  - B. **Employer’s liability (“Stop Gap”) insurance**, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
  - C. **Business Auto Policy (BAP) insurance**, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of “Any Auto.”

Contractor shall comply with all State of Washington workers’ compensation statutes and regulations. Workers’ compensation coverage shall be provided for all employees of Contractor. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer’s liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

2-20 Responsibilities and Legal Relations (continued)

The “State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees” shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any rights granted herein, Contractor shall furnish the Department with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the Contract number 1313 in the time required by Clause 1-13.

The Contractor shall provide the Department written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (RCW Title 48).

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities in this Contract.

- 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 one (1) acre 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 Unit Completion Form provided by the Department. The Contractor or contract representative (Clause 2-28) shall sign the Unit Completion Form 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 Unit Completion Form 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 Unit Completion Form at the conclusion of work on each unit. Final payment will not be made to the Contractor unless the Unit Completion 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.

## 2-40 Determination of Payment (continued)

- 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 prework conference prior to commencing contract work (see Clauses 2-28, 2-45.01 and 2-72). The time and place of the prework 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 prework 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 prework 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 workdays. 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).

<b><u>Brand Name Herbicide:</u></b>	<b><u>Approved Substitute(s):</u></b>
<b>Accord Concentrate</b> <b>EPA # 62719-324</b>	<b>Foresters EPA # 228-381</b> <b>Glyphosate 5.4 EPA# 81927-8</b>
<b>Chopper</b> <b>EPA # 241-296</b>	<b>Polaris SP EPA# 228-536</b> <b>Rotary 2SL EPA# 81927-6</b> <b>Chopper GEN2 EPA#241-430</b>
<b>Oust XP</b> <b>EPA # 352-601</b>	<b>Spyder EPA# 228-408</b> <b>SFM 75 EPA# 81927-26</b> <b>Sulfomet EPA# 352-401-85588</b>
<b>Oust Extra</b> <b>EPA # 352-622</b>	<b>SFM Extra EPA# 81927-5</b> <b>Sulfomet Extra EPA#352-622-85588</b>
<b>Syl-Tac adjuvant</b>	<b>Dyne-amic or Phase</b>
<b>CLIMB adjuvant</b>	<b>NONE</b>

- 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 keep herbicide from contacting conifer trees on release units.

- 3-21.11 To identify treatment strips, spots, stems, or clumps with semi-permanent marker.
- 3-21.12 To properly dispose of all herbicide solutions, residues and empty containers.
- 3-21.13 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.

3-20 Contractor and Department Obligations (continued)

3-21.14 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 maps, photos or other data necessary to orient the Contractor.

3-22.02 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 Description**

#### **Unit Maps**

Bid 1313 Unit Description

Item	Unit	Activity Type	Mix	Unit Name	FMU Acres	Treatment Acres	Min. Crew Size	Year Harvested	T	R	E/W	S	Elevation	Gate	Key	Special Requirements/Comments	
A	1	Broadcast Site Preparation	2	Bullfrog U2 CC	41	41	5	2010	7	12	E	19	2859-3018	No			
A	2	Broadcast Site Preparation	2	Bullfrog U4 CC	24	24	5	2010	7	12	E	33	2116-2215	Yes	TBD	Call Albert Durkee at 541-490-3678 (cell) to arrange key, driving map pick-up for previewing all gated units	
A	3	Broadcast Site Preparation	2	White King U1	195	195	5	2009	6	11	E	4	3661-4136	Yes	TBD		
A	4	Broadcast Site Preparation	2	White King U2	105	105	5	2009	6	11	E	3	3729-4043	Yes	TBD		
A	5	Broadcast Site Preparation	3	Pearamount U1	63	62	5	2010	5	10	E	36	1248-1695	Yes	TBD		
A	6	Broadcast Site Preparation	3	Pearamount U2	6	6	5	2010	5	10	E	36	1336-1412	Yes	TBD	Adjacent to Mt. Adams pear orchard.	
A	7	Broadcast Site Preparation	1	Down South U1	21	14	5	2011	4	10	E	31	2589-2760	No			
A	8	Broadcast Site Preparation	1	Down South U2	7	7	5	2011	4	10	E	31	2404-2461	No			
A	9	Broadcast Site Preparation	1	Down South U3	6	6	5	2010	4	10	E	30	2059-2272	No		Road blocked at N4000 Approx. 1500' hike into unit along the closed road.	
A	10	Broadcast Site Preparation	1	Down South U1A	46	46	5	2010	4	10	E	30	1975-2755	No		Lower access road blocked at N4000 Approx. 800' hike into lower slope of the unit.	
A	11	Broadcast Site Preparation	1	Down South U2A	28	28	5	2010	4	10	E	31	2282-2579	No			
<b>Item A Unit Summary:</b>					<b>Treatment Acres:</b>	<b>534</b>	<b>Number of units:</b>		<b>11</b>								

**Bid 1313 UNIT DESCRIPTION: REQUIRED HERBICIDE MIXES**

**Notes: See clause 3-21.01 for allowable product substitutes**

MIX	PRODUCT	ACTIVE INGREDIENT (A.I.)	A.I. CONCENTRATION	RATE PER ACRE	CARRIER	TOTAL SOLUTION per ACRE	MARKING	Total Treatment Acres by Mix
1	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	64 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.	<b>101</b>
	Oust Extra	Sulfometuron methyl Metsulfuron methyl	56.25% by weight 15% by weight	3 oz.				
	SylTac	N/A	N/A	8 oz.				
	CLIMB	N/A- increases pH, Oust solubility	N/A	20 oz.				
2	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	64 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.	<b>365</b>
	SylTac	N/A	N/A	8 oz.				
3	Accord Concentrate	Glyphosate	5.4 lbs/gal 53.8%	64 oz.	Water	8-10 Gallons	Blue or red dye compatible with herbicide. Flag strip edges.	<b>68</b>
	Oust XP	Sulfometuron methyl	75% by weight	2 oz.				
	SylTac	N/A	N/A	8 oz.				
	CLIMB	N/A- increases pH, Oust solubility	N/A	20 oz.				

## **BID 1313 UNIT DESCRIPTION: Treatment Requirements**

### **Term of Contract:**

**Site Preparation (all mixes): July 18, 2011 – September 2, 2011**

**Treatment Techniques (general):** Herbicide must be mixed on site in the presence of the DNR compliance representative. Applicator's equipment including Personal Protective Equipment (PPE) and application method must be in compliance with herbicide labels and Washington Department of Agriculture regulations. All strip edges shall be flagged in color ribbon and a compatible blue or red dye shall be utilized as marking in the spray solution by the contractor as to indicate even coverage throughout the treatment area.

**Treatment Techniques Broadcast:** Ground broadcast, waving wand application with backpack sprayers on all exposed soil and vegetation up to 15 feet in height. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre total solution rate except within no spray buffer areas identified on the unit map or by the DNR compliance forester.

**Equipment Requirements:** All backpack sprayers must be minimum 4 gallon capacity. All nozzles used by the crew for a like treatment technique must be the same configuration and orifice size to facilitate even coverage and rate calibration.

**Additional Requirements:** See attached maps for treatment boundary illustration. See clause 3-21.01 for allowable herbicide substitutions. Do not apply or drift within 25 feet of any flowing or standing water.

## Bid 1313 Unit Description: Estimated Product Quantities

		Herbicide Quantities			Adjuvant Quantities	
		Gallons	pounds (lbs)	pounds (lbs)	Gallons	Gallons
Herbicide Mix	Acres by Mix	Accord Concentrate	Oust Extra	Oust XP	Syl-Tac	CLIMB
1	101	51	19	0	6	16
2	365	183	0	0	23	0
3	68	34	0	13	4	11
<b>Item A Totals:</b>	534	267	19	13	33	26

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No.1313

Work Unit: Klickitat

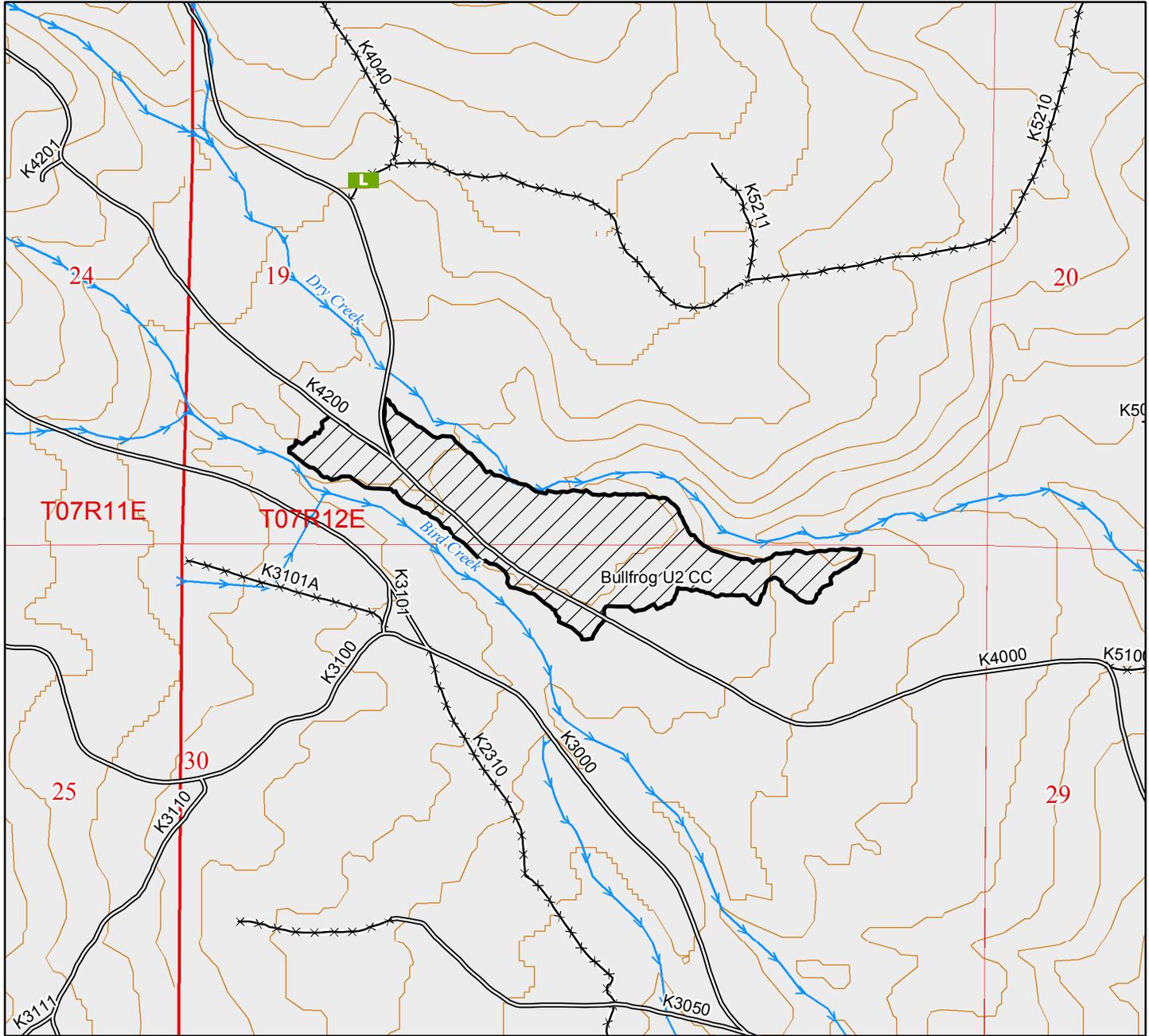
Unit Acres: 41

Item No. A

Unit Name: Bullfrog U2 CC

Treatment Acres: 41

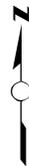
Unit No. 1



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 2859-3018  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 2

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No.1313

Work Unit: Klickitat

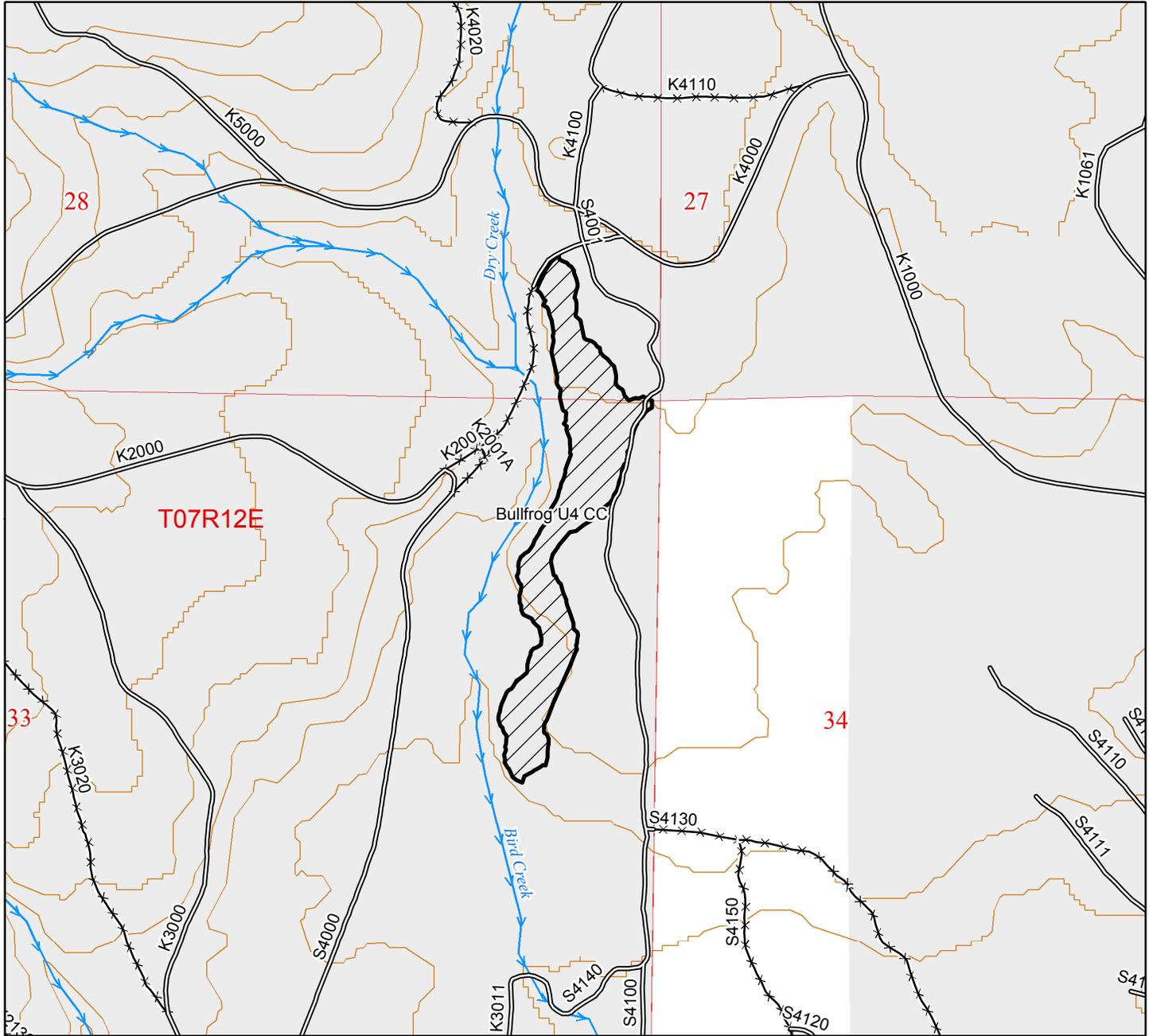
Unit Acres: 24

Item No. A

Unit Name: Bullfrog U4 CC

Treatment Acres: 24

Unit No. 2



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 2116-2215  
 Gate: Yes  
 Key: TBD  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 2

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

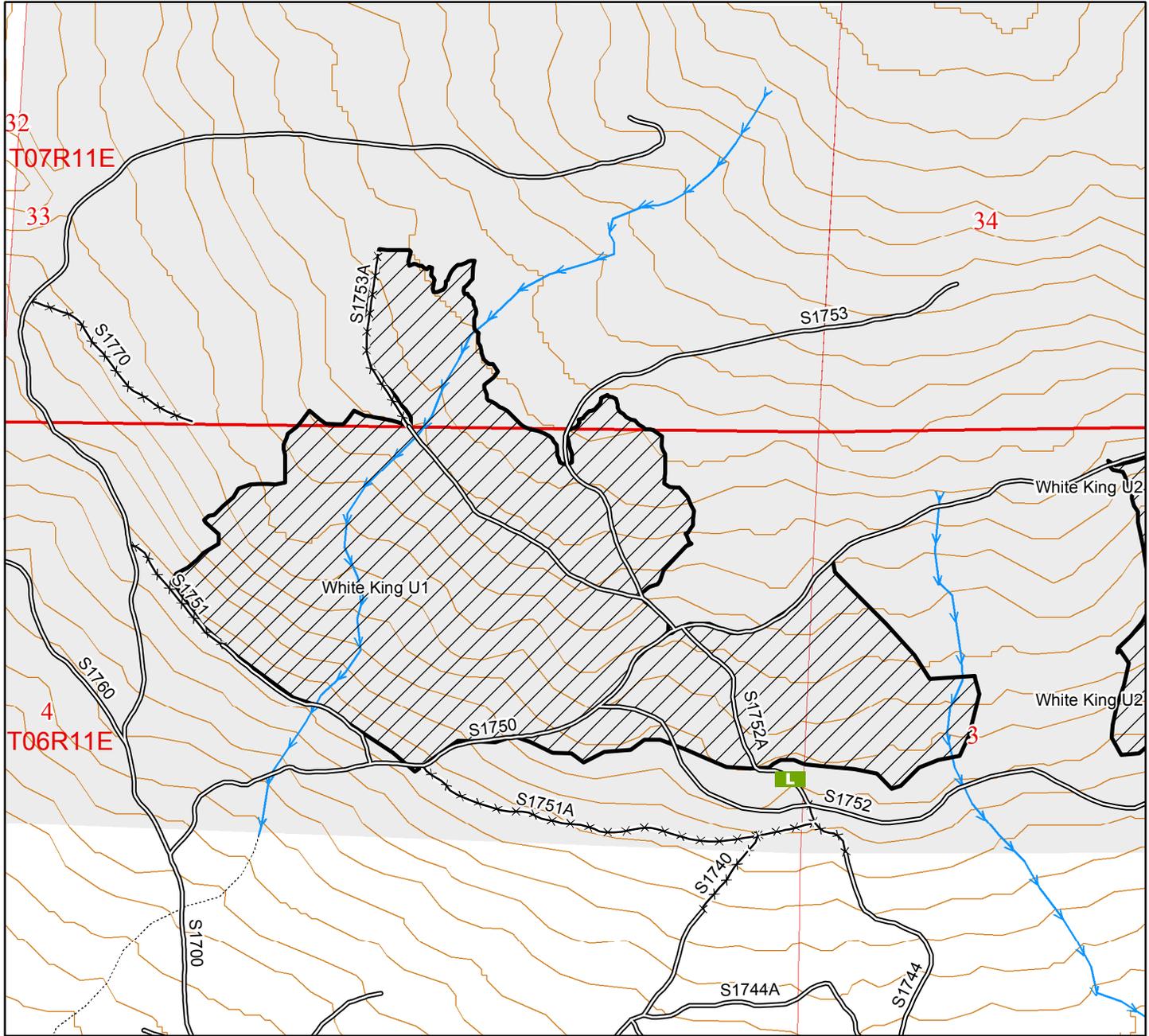
Unit Acres: 195

Item No. A

Unit Name: White King U1

Treatment Acres: 195

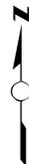
Unit No. 3



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 3661-4136  
 Gate: Yes  
 Key: TBD  
 Special Concerns:  
 Year Harvested: 2009  
 Herbicide Formulation: Item 2

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

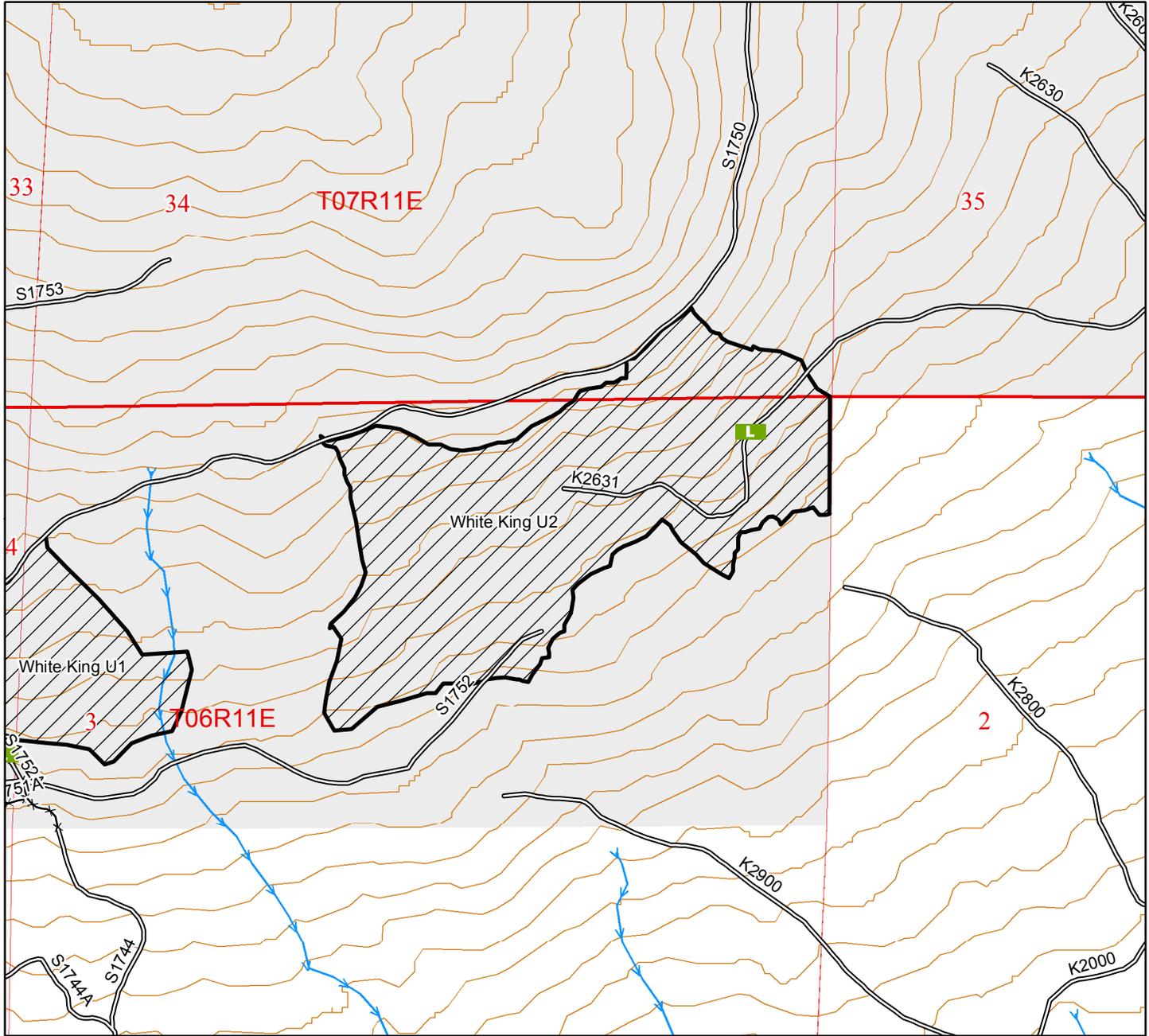
Unit Acres: 105

Item No. A

Unit Name: White King U2

Treatment Acres: 105

Unit No. 4



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 3729-4043  
 Gate: Yes  
 Key: TBD  
 Special Concerns:  
 Year Harvested: 2009  
 Herbicide Formulation: Item 2

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

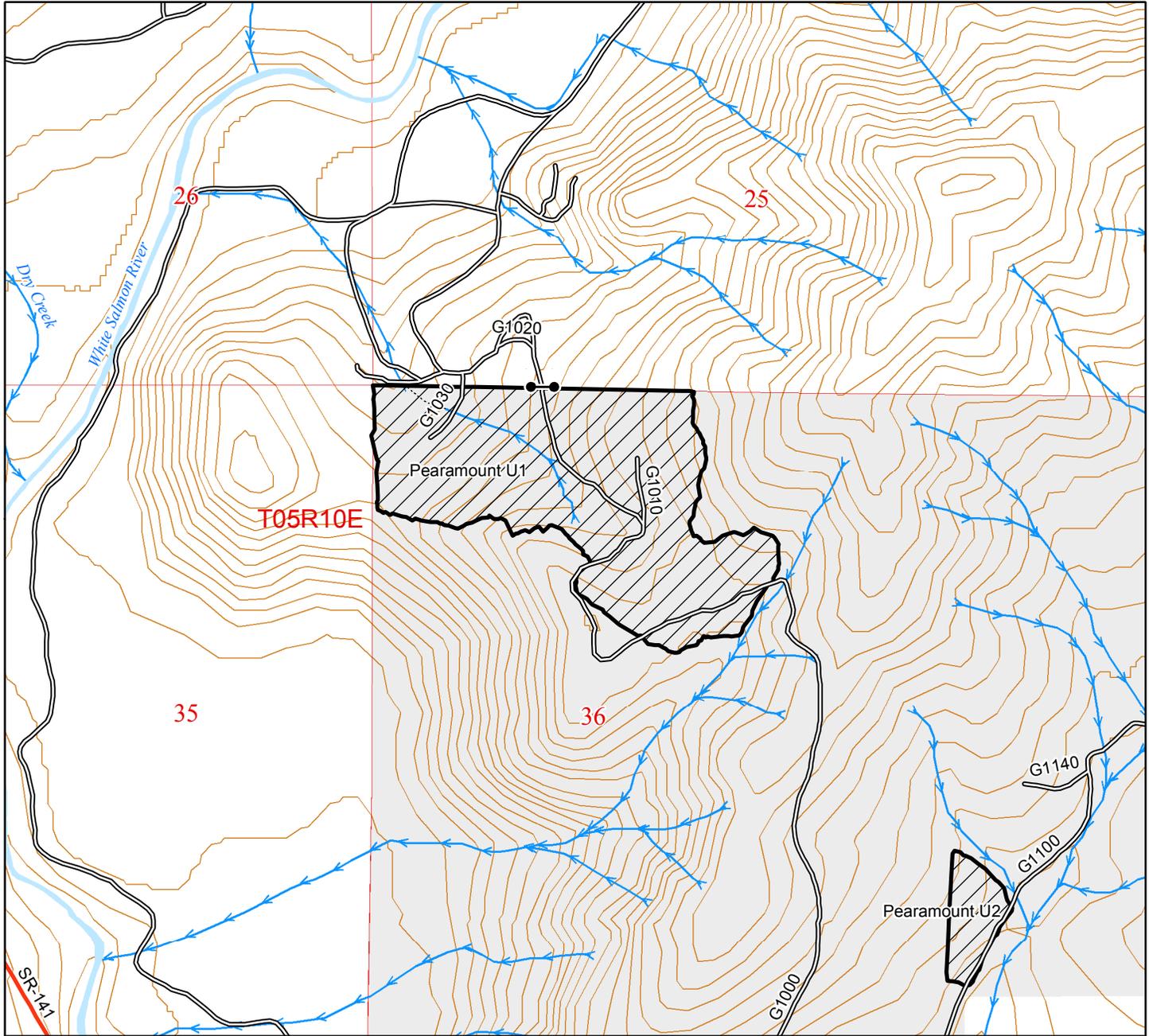
Unit Acres: 63

Item No. A

Unit Name: Pearamount U1

Treatment Acres: 62

Unit No. 5



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 1248-1695  
 Gate: Yes  
 Key: TBD  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 3

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

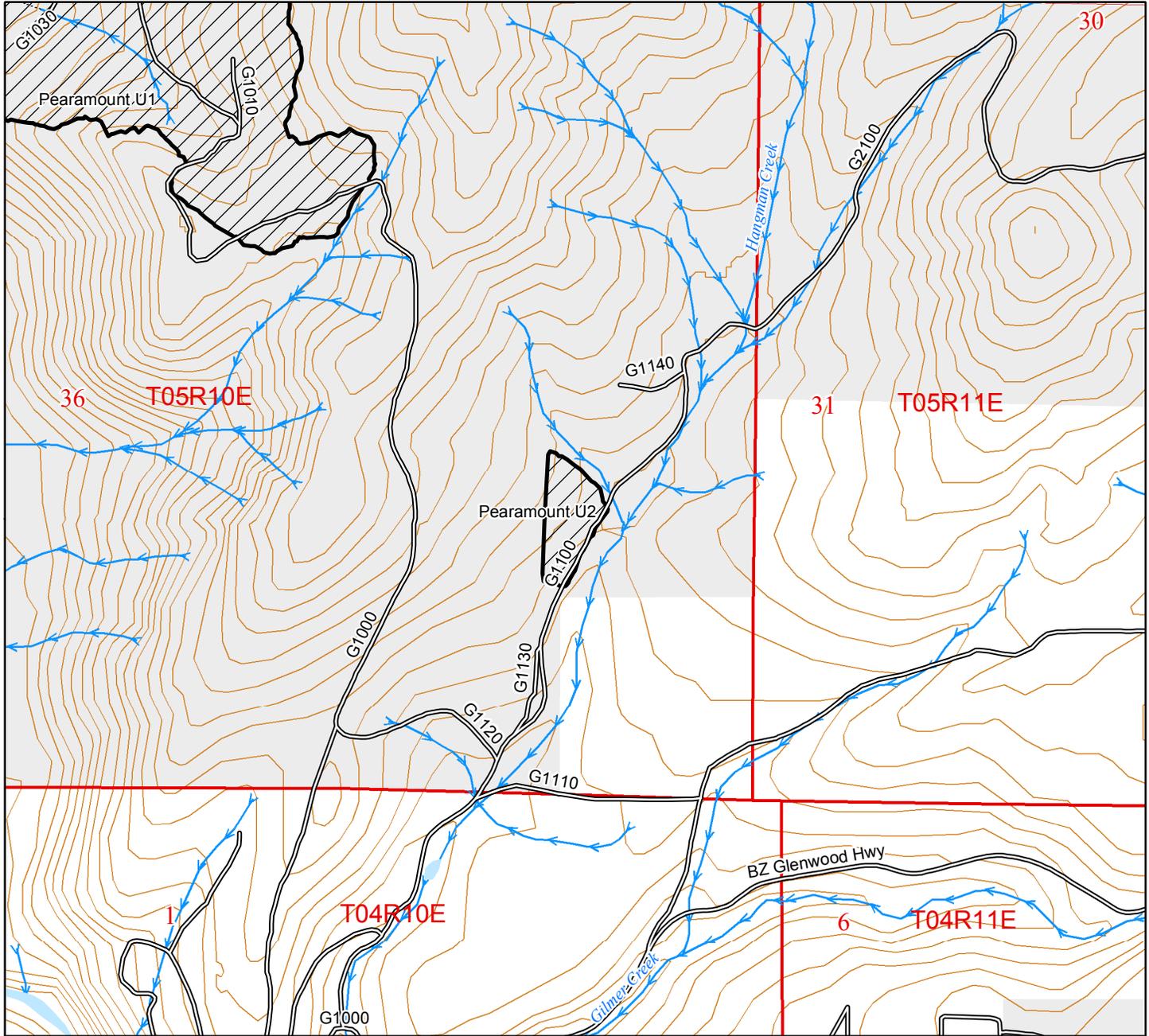
Unit Acres: 6

Item No. A

Unit Name: Pearamount U2

Treatment Acres: 6

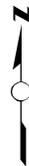
Unit No. 6



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 1336-1412  
 Gate: Yes  
 Key: TBD  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 3

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

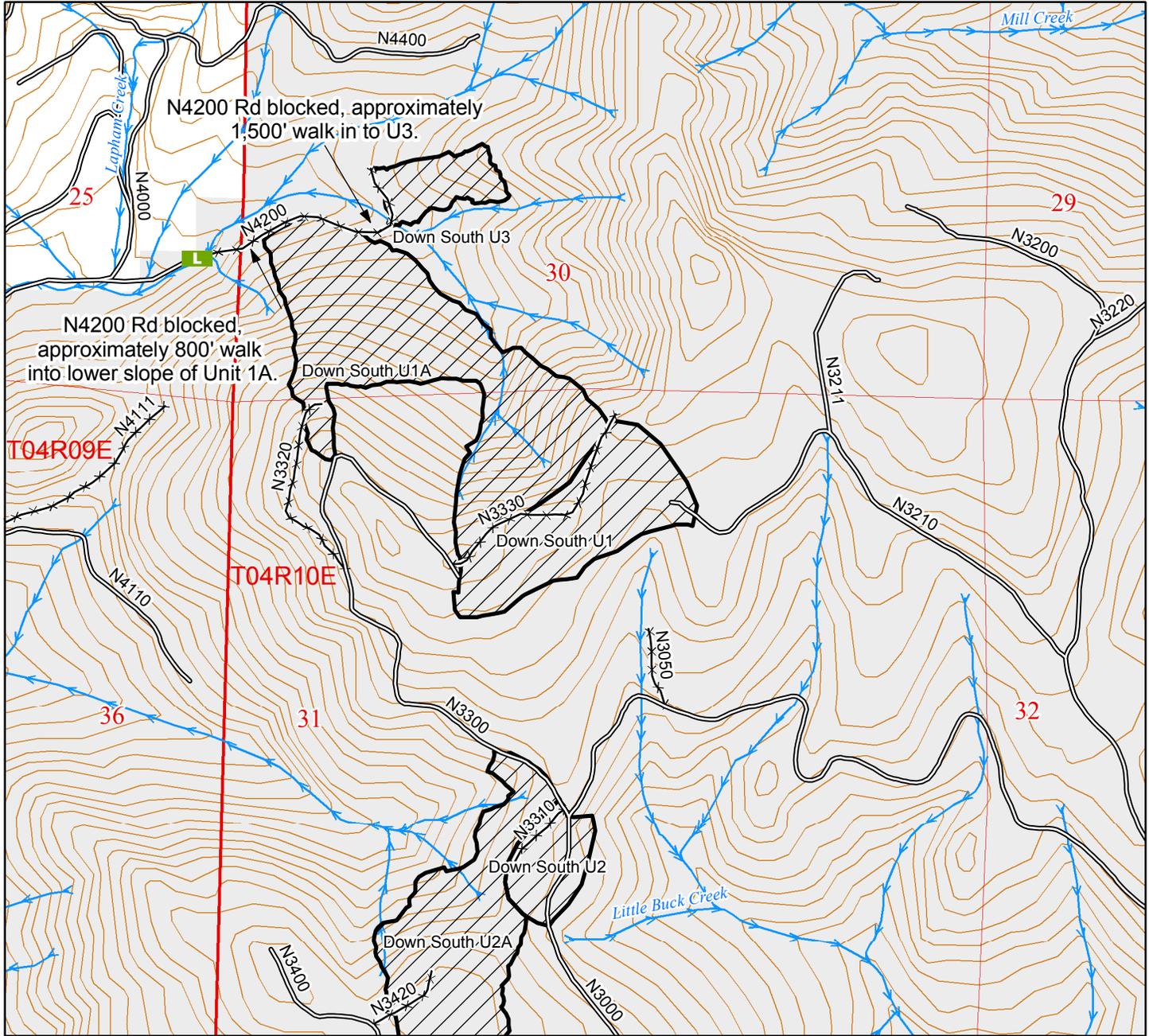
Unit Acres: 21

Item No. A

Unit Name: Down South U1

Treatment Acres: 14

Unit No. 7



40' Contours

1:12,000

- |  |                      |  |                |
|--|----------------------|--|----------------|
|  | Unit Boundary        |  | Pink Flaggging |
|  | Treatment Area       |  | Gate           |
|  | DNR Managed Lands    |  | Tank Trap      |
|  | Existing Roads       |  | Earth Barrier  |
|  | Non-Driveable Access |  | Other Barrier  |
|  | Trails               |  | Streams        |



Elevation Range: 2589-2760  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2011  
 Herbicide Formulation: Item 1

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

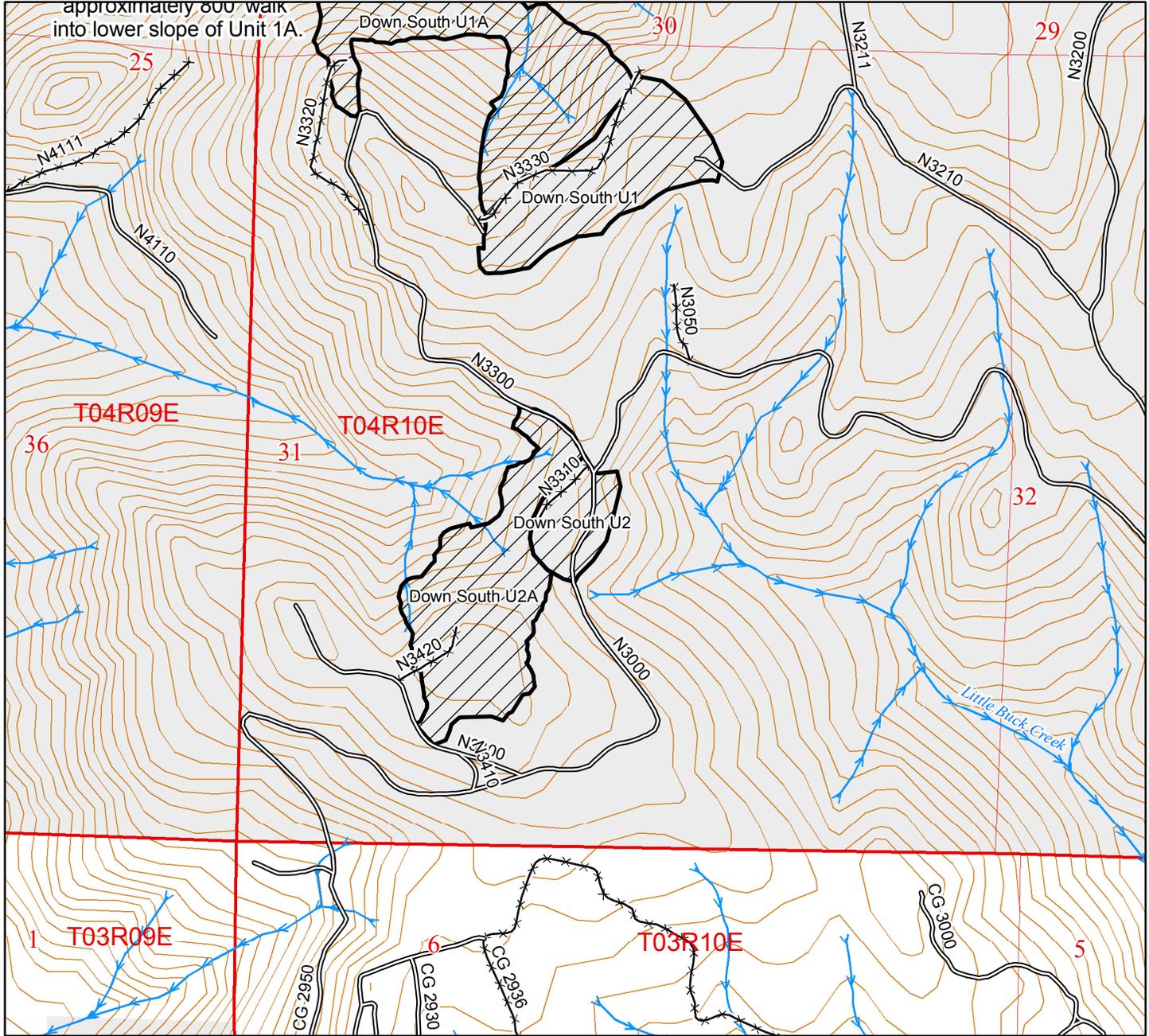
Unit Acres: 7

Item No. A

Unit Name: Down South U2

Treatment Acres: 7

Unit No. 8



40' Contours

1:12,000

- |  |                      |  |                |
|--|----------------------|--|----------------|
|  | Unit Boundary        |  | Pink Flaggging |
|  | Treatment Area       |  | Gate           |
|  | DNR Managed Lands    |  | Tank Trap      |
|  | Existing Roads       |  | Earth Barrier  |
|  | Non-Driveable Access |  | Other Barrier  |
|  | Trails               |  | Streams        |



Elevation Range: 2404-2461  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2011  
 Herbicide Formulation: Item 1

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

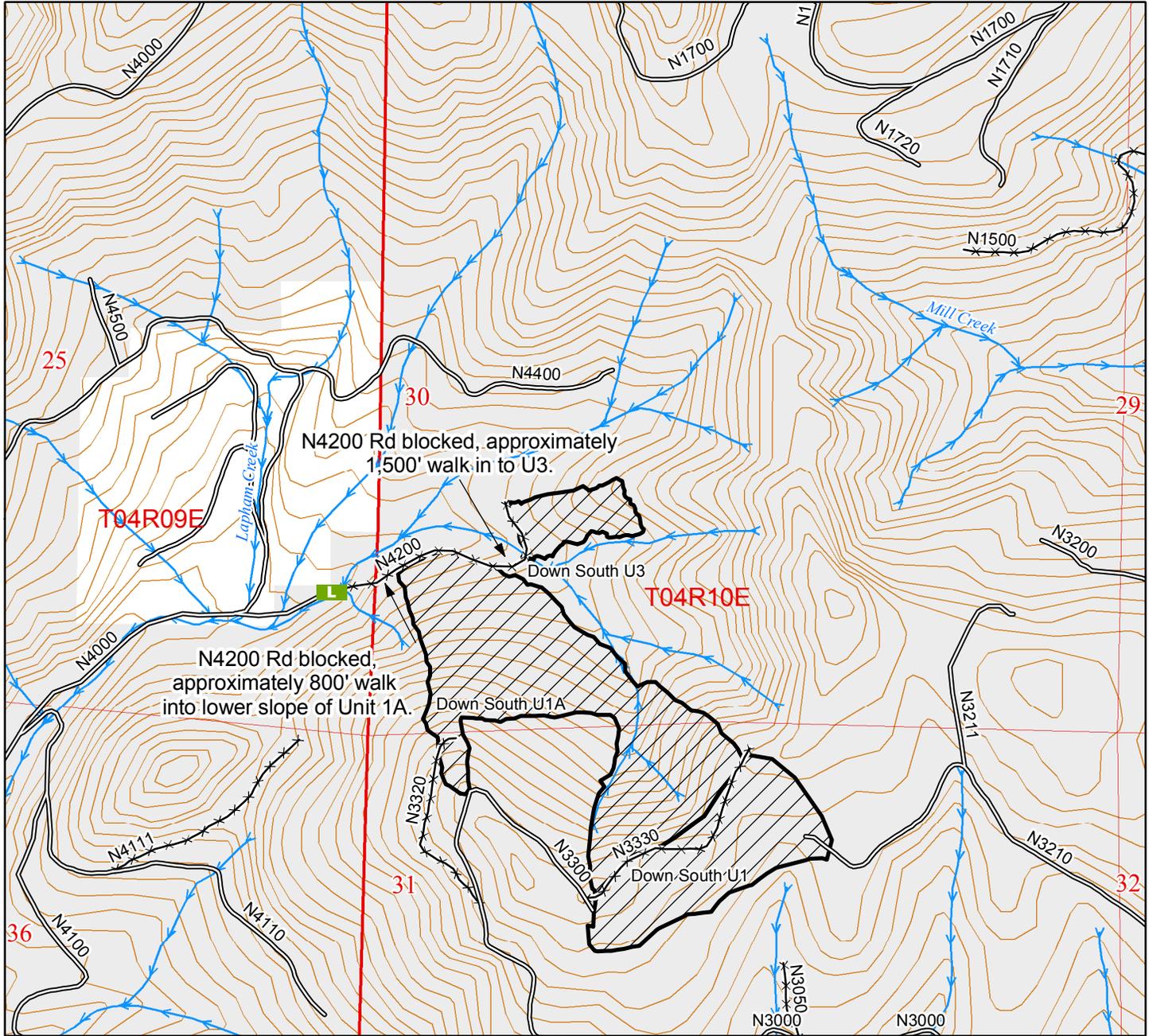
Unit Acres: 6

Item No. A

Unit Name: Down South U3

Treatment Acres: 6

Unit No. 9



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 2059-2272  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 1

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No.1313

Work Unit: Klickitat

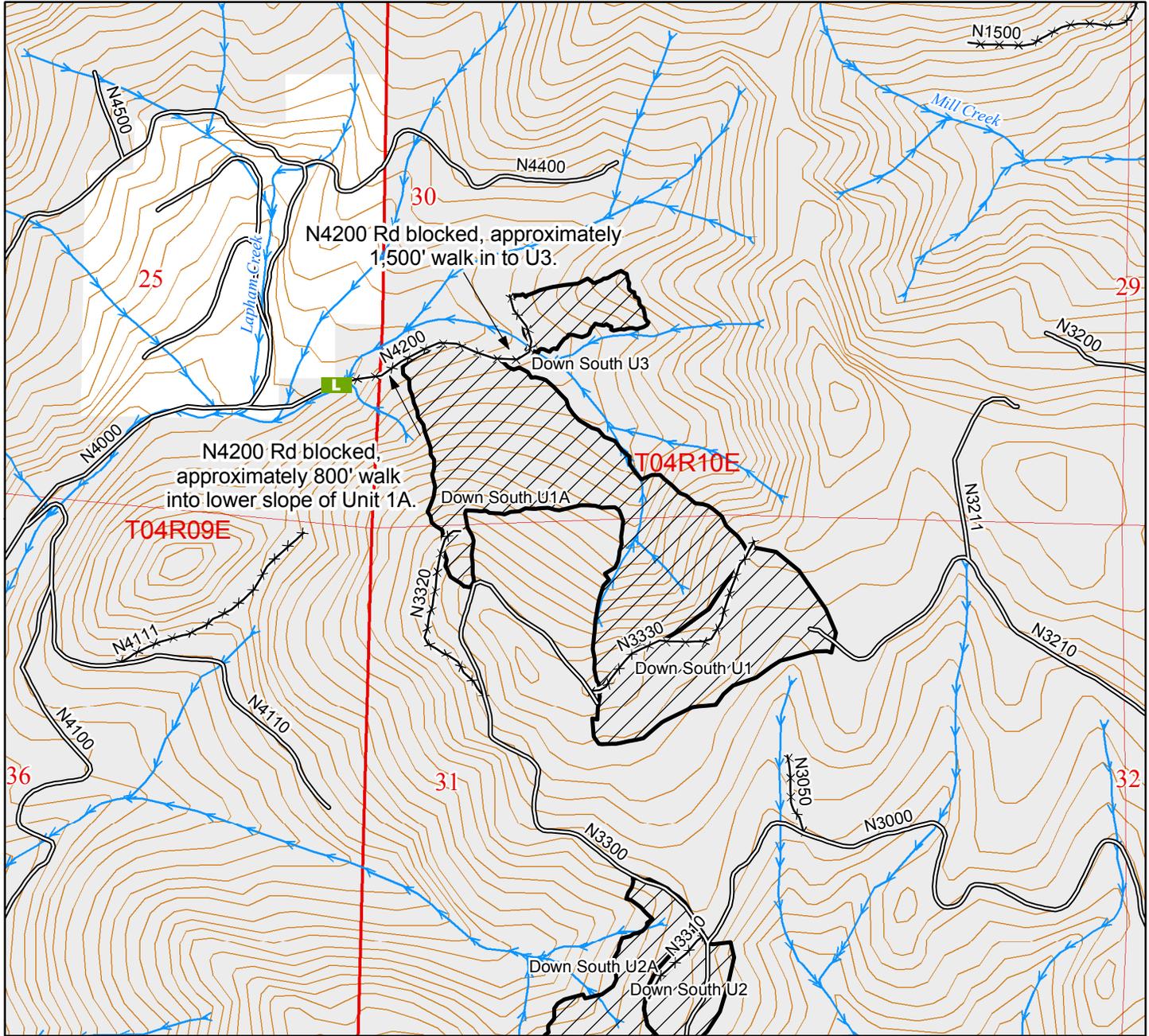
Unit Acres: 46

Item No. A

Unit Name: Down South U1A

Treatment Acres: 46

Unit No.10



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Trails               |  | Other Barrier |
|  | Non-Driveable Access |  | Streams       |

Elevation Range: 1975-2755  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 1

# UNIT MAP

Ground Herbicide

Southeast Region

Bid No. 1313

Work Unit: Klickitat

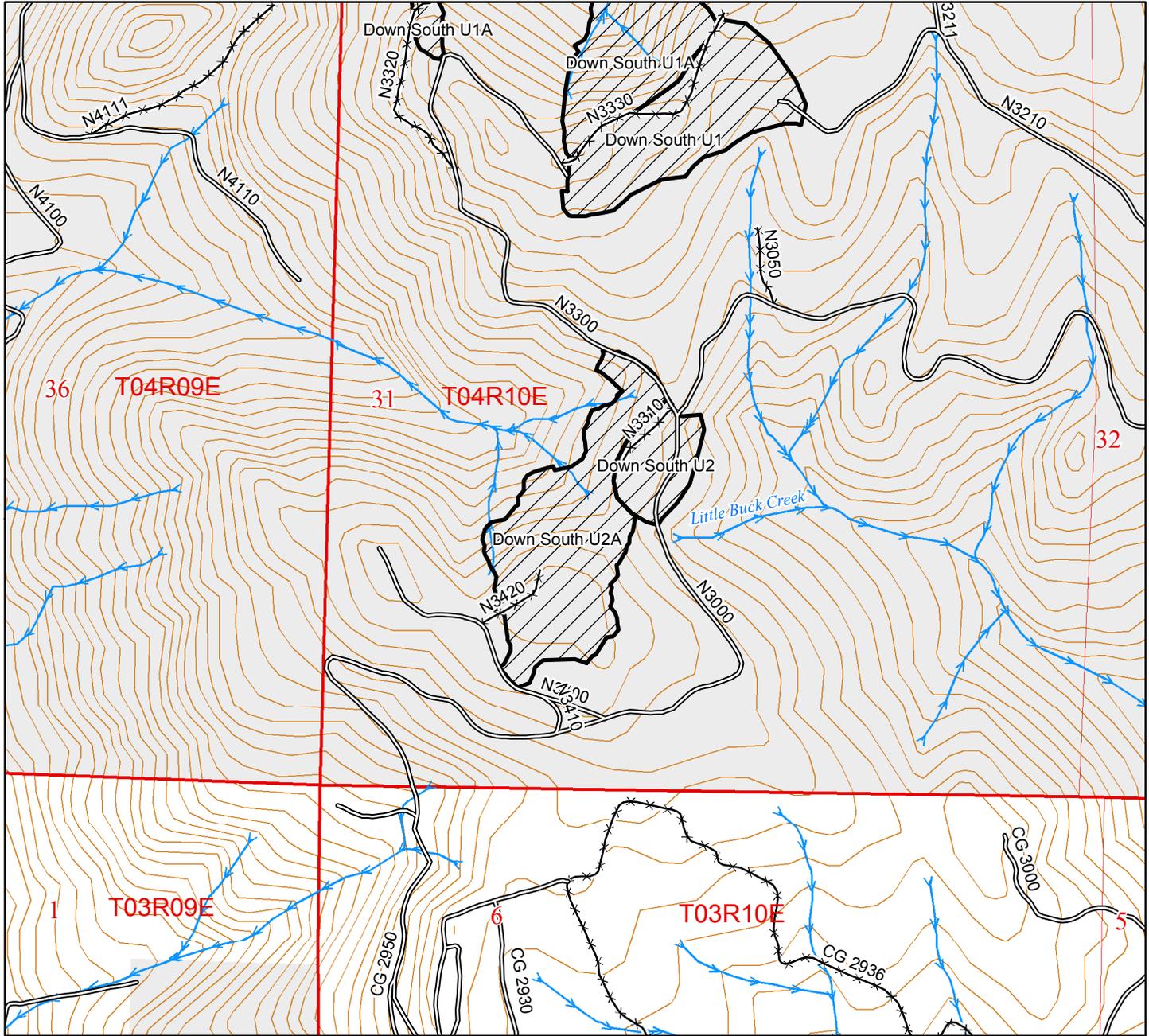
Unit Acres: 28

Item No. A

Unit Name: Down South U2A

Treatment Acres: 28

Unit No.11



40' Contours

1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Pink Flagging |
|  | Treatment Area       |  | Gate          |
|  | DNR Managed Lands    |  | Tank Trap     |
|  | Existing Roads       |  | Earth Barrier |
|  | Non-Driveable Access |  | Other Barrier |
|  | Trails               |  | Streams       |



Elevation Range: 2282-2579  
 Gate: No  
 Key:  
 Special Concerns:  
 Year Harvested: 2010  
 Herbicide Formulation: Item 1

**SECTION IV  
BID FORM  
Item A**

Ground Herbicide

INVITATION TO BID/CONTRACT NUMBER **1313**

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 **1313**.

Item	Unit	Unit Name	Acres <sup>1</sup>	Unit Bid Price (Per Acre)	Unit Total <sup>2</sup>
A	1	Bullfrog U2 CC	41	\$ _____/Ac	\$ _____
A	2	Bullfrog U4 CC	24	\$ _____/Ac	\$ _____
A	3	White King U1	195	\$ _____/Ac	\$ _____
A	4	White King U2	105	\$ _____/Ac	\$ _____
A	5	Pearamount U1	62	\$ _____/Ac	\$ _____
A	6	Pearamount U2	6	\$ _____/Ac	\$ _____
A	7	Down South U1	14	\$ _____/Ac	\$ _____
A	8	Down South U2	7	\$ _____/Ac	\$ _____
A	9	Down South U3	6	\$ _____/Ac	\$ _____
A	10	Down South U1A	46	\$ _____/Ac	\$ _____
A	11	Down South U2A	<u>28</u>	\$ _____/Ac	\$ _____
<b>TOTAL ACRES Item A</b>			<b>534</b>		<b>Total Bid Price Item A</b>

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.

<sup>1</sup>An approximate number  
<sup>2</sup>Exclusive of Washington State Sales Tax



**SECTION V**  
**OFFER and CONTRACT AWARD**

**OFFER (For Bidder Use Only)**

On condition of a contract award within sixty (60) days of bid opening and for the bid price 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 1313**. Submittal of this document with authorized signature constitutes complete understanding of all terms and conditions. And further, submittal of this document constitutes acceptance of an agreement to comply with all terms and condition of the contract if awarded, and verifies that all goods and services will be available throughout the contract period.

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(UBI No.)

\_\_\_\_\_  
(L & I Industrial Insurance Account No.)

\_\_\_\_\_  
(Farm Labor Contractor License No.)

\_\_\_\_\_  
(Federal I.D. No. or Social Security No.)

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(phone No.)

**CONTRACT AWARD (For Dept. of Nat. Resources Use Only)**

Contract Number **1313** is hereby awarded and executed between \_\_\_\_\_ and the State of Washington, Department of Natural Resources, to be effective \_\_\_\_\_, 2011. This award is for Item Number(s) \_\_\_\_\_.

State of Washington,  
Department of Natural Resources

By: \_\_\_\_\_  
(Signature) (Date)

Todd Welker  
Southeast Region Manager

NOTE: Detach and return this form per clause 1-22.



**CONTRACTOR'S DECLARATION of  
INDUSTRIAL INSURANCE STATUS**

INVITATION TO BID NUMBER       1313      

The undersigned represents that they operate as \_\_\_ an individual, as \_\_\_ a partnership, or as \_\_\_ a corporation incorporated in the State of \_\_\_\_\_. The undersigned further certifies that they \_\_\_ will, \_\_\_ will not, be assisted by other individuals in the performance of this contract.

For the purpose of Industrial Insurance premiums payable to the Department of Labor and Industries, every individual in a partnership or joint venture must sign this bid sheet. Individuals not signing the bid sheet but assisting with the contract work will be considered workers for the purpose of Industrial Insurance except at the express approval of the Department of Labor and Industries.

Firm Name _____	Labor & Industries Account # _____
Signature _____	Washington Business License # _____
Title _____	Additional Signatures _____
Address _____	_____
City and State _____	_____
Business Phone _____	_____
Home Phone _____	_____

To whom it may concern:

This is to advise persons engaged in contracting forest activities of their liabilities under the mandatory provisions of the Industrial Insurance Act, Title 51 RCW.

The law provides benefits for a worker, injured in the course of his employment, or his family or dependents in case of death of the worker.

Worker is defined in the law as every person employed by an employer or every person working under an independent contract, the essence of which is that person's personal labor.

As one who contracts to perform forest activities you may require the assistance of other individuals to complete these contracts. If such is the case you are required to establish an industrial insurance account with the Department of Labor and Industries and pay the prescribed premium on behalf of your workers.

In the event you obtain the assistance of another person or persons to perform work in connection with your contract, regardless of the circumstances, you should contact the Department of Labor and Industries at one of its statewide service locations or its Olympia headquarters in the General Administration Building. You will then be provided with the necessary information regarding opening an account, premium rates, and reporting requirements.

The law also provides that any agency or firm that lets a contract is liable for payment of industrial insurance premiums should the contractor fail to do so. The agency or firm may also withhold money due the contractor to insure payment of premium. Consequently, failure to comply with the above requirements could delay payment of retained funds.

Note:

Return one (1) copy of this form as per Clause 1-45.

RES 55-3513 (6/84)