



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

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## Forest Resources & Conservation Division

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# Request for Quotation

## Contract Number 1332

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**Contract Digest:** Site Preparation Ground Herbicide

**Contract Scope:** 13 acres in Stevens County

**Term of Contract:** Monday, July 25, 2011 – Friday, August 12, 2011

- Notice to Bidders
- Definitions

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- Specifications for the Activity
- Compliance Inspection and Payment

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## **NOTICE TO BIDDERS**

You are invited to submit a quotation for this contract and are advised to examine the Unit prior to submission. Quotations should be made in the form of price per acre of treated ground. This contract will be awarded on an Item basis, inclusive of both activities included in this contract.

Quotations will be accepted until 5:00pm on Monday, July 18, 2011. Quotations must be written on the Quotation Form provided in Section IV and may be submitted by fax or scanned and emailed. The subject line should contain "Ground Herbicide Contract #1332".

Address to: Karen Blair, Compliance Forester  
Washington State Department of Natural Resources  
Forest Resources & Conservation Division

FAX: 360/459-6872  
Email: [karen.blair@dnr.wa.gov](mailto:karen.blair@dnr.wa.gov)

Questions pertaining to this Request for Quotation can be answered by contacting Karen Blair at 360/789-4256. Oral explanations, interpretation, or instructions given before the award will not be binding.

The Department reserves the right to amend this Request for Quotation/Contract by giving written notification to all known bidders at least seven (7) days prior to submission deadline.

Unit is enclosed in 8' big game fence with locked drive-through gates; contact Karen Blair for keys to preview the unit.

## DEFINITIONS

- A. 'Compliance Forester' means the Washington State Department staff identified and holding the Pre-Work Conference who performs the compliance inspections, approves field work, recommends payment to the Contract Manager, manages the schedule.
- B. 'Contract' means this Request for Quotation/Contract and attachments.
- C. 'Contract Manager' means the Department staff that processes this Contract, makes payments, provides and facilitates dispute resolution, provides technical advice to the Compliance Forester, and is the first point of contact for questions relating to this Contract or interpretation of Work. The Contract Manager may perform the duties of the Compliance Forester.
- D. 'Contractor' means the bidder who was awarded this Contract.
- E. 'Department' means the Department of Natural Resources of the State of Washington, acting through an authorized employee.
- F. 'Designated Contract Representative(s): Those individuals designated by the contractor on the pre-work form as his or her alternate representatives to sign unit completion forms and payment invoices.'
- G. 'Force Majeure' means those acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God or the public enemy, or fire or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Division Manager' means the designated Department staff responsible for managing the affairs of the Department in a designated administrative area. The Division Manager may perform the duties of the Contract Manager.
- I. 'Unit' is the individual geographical area that the work is to be done on and is specifically identified in the Unit Description, and corresponding Unit Map.
- J. 'Work' means the services the Contractor is required to complete satisfactorily in this Contract.

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **Quotation Preparation**

#### **1-01 Unit Inspection**

Bidders are expected to examine this entire Request for Quotation/Contract and are urged to inspect the Unit prior to submission of their quotation. Bidder acknowledges through submission of its quotation that it has ascertained the nature and location of the Work and investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- A. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- B. The availability of labor, water, electric power, and road;
- C. Uncertainties of weather, river stages, tides, or similar physical conditions at the Unit;
- D. The confirmation and conditions of the ground;
- E. Seasonal conditions that may affect the timing and use of materials needed for the Work; and
- F. The character of equipment and facilities needed to complete the Work.

Any failure of the bidder to take the actions described in this clause will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily performing the Work.

#### **1-02 Quotation Form Requirements**

Quotations must be submitted on the Quotation Form (Section IV).

- A. Quotations should be inclusive of all costs related to the completion of this contract.
- B. Quotation form must be signed in ink. If the Quotation is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned Quotations will be rejected. Signed facsimile and scanned email qualifies as signed in ink.

### **Quotation Submission**

#### **1-03 Offer to Contract**

Your Quotation response to this Request for Quotation/Contract is an offer to contract with the Department of Natural Resources. All offers shall remain firm for a period of 90 calendar days after the bid opening. A Request for Quotation becomes a Contract when officially awarded by the Department with the return of a countersigned SECTION V: Offer and Contract Award Form.

**1-04 Quotation Delivery**

The Quotation shall be addressed to and delivered to the Department's Representative by facsimile or email as specified in the Notice To Bidders.

**1-05 Quotation Contents**

The Quotation shall include the Quotation Form (Section IV) and the Offer and Contract Award Form (Section V) properly completed and signed in ink. Signed facsimiles and scanned email qualify as signed in ink.

**1-06 Withdrawal of Quotation**

A Quotation may be withdrawn by a bidder's authorized representative before the quotation submission deadline for this contract. Bidder's representative(s) will be required to provide identification and sign on the bid summary sheet before it will be released.

**1-07 Rejection of Quotations**

To be considered, Quotations must conform to the above requirements, except that the Department may waive informalities and minor irregularities in Quotations received. The Department reserves the right to reject any or all Quotations received.

**Award of Contract****1-08 Lowest Responsible Bidder**

Award of this Contract shall be to the lowest responsible bidder as determined by the Department. In determining the lowest responsible bidder, in addition to price, the following shall be considered: (a) the ability, capacity, and skill of the bidder to perform the contract or provide the service required; (b) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (c) whether the bidder can perform the contract within the time specified; (d) the quality of performance of previous contracts or services; and (e) the previous and existing compliance by the bidder with laws relating to the contract or services. The Department's determination that a bidder is not qualified shall result in rejection of the quotation submitted.

**1-09 Award Letter**

The Department will generally mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (10) business days.

**1-10 Conditions on Award**

Within ten (10) business days after the bidder receives their award letter, the Department must receive from the Contractor, submitted to the Compliance Forester, proof of the following:

- certification of insurance per Clause 2-04
- Contractor's Declaration of Industrial Insurance Status per Clause 2-05
- current WSDA Commercial Operator or Applicator license per Clause 2-27

- 2011 Farm Labor Contractor's License or letter of exemption from the Department of Labor & Industries

The Department may extend the time allowed for receipt of the above items. If the bidder fails to submit the above items within the time specified, the Department may consider the contract award rejected and may terminate award of the contract.

**1-11 Contract Modification or Cancellation**

The Division Manager reserves the right to modify or cancel this Contract in part or whole without cause. The Contractor shall be paid only for Work performed satisfactorily prior to cancellation of the Contract.

## SECTION II: CONTRACT REQUIREMENTS

### Legal Responsibilities

#### 2-01 Compliance with all Laws

The Contractor shall comply with all laws and regulations of the United States, State of Washington, and counties where the Work is. The Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

#### 2-02 Licenses and Permits

The Contractor shall, without additional expense to the Department, obtain all required licenses and permits necessary for executing the Contract.

#### 2-03 Indemnification and Hold Harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State, agencies of the State, and all officers and employees of the State, from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State or its agencies, employees, and officers. Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

#### 2-04 Insurance

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.

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 1332 and be received in the time required by Clause 1-10.

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.

## **2-05 Industrial Insurance Status**

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 1-10. A Contractor's Declaration of Industrial Insurance Status form can be found on page 24 of this Request for Quotation.

## **2-06 Safety Compliance**

Contractor shall be responsible for initiating, maintaining, and supervising all

safety precautions and programs in connection with the performance of the Work.

- A. During the Contract performance, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work and prevent damage to property at the Unit or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of its employees or adjoining property, Contractor is permitted to act to prevent such threatened loss or injury. Within 24 hours of any such emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, within five (5) days of any emergency, an incident report shall be prepared by Contractor and submitted to the Department's Division Manager.

#### **2-07 Venue**

Disputes arising under this contract shall be brought in the State of Washington and the venue shall be Thurston County.

#### **2-08 Dispute Resolution**

Before initiating any litigation over the terms of this Contract, the Contractor commits to the following process:

- A. Any concerns or disputes which the Contractor has relating to this Contract shall first be brought to the attention of the Compliance Forester.
- B. If the Compliance Forester is unable to resolve the dispute to the Contractor's satisfaction, the Contractor will notify the Contract Manager in writing of his dispute with specificity. The Contract Manager will review and provide a written suggestion for resolution within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager's response, the Contractor will notify the Division Manager in writing of his dispute. The Division Manager will review and set a meeting with the Contractor within fifteen (15) business days, unless the Contractor agrees to a longer period. After the meeting, the Division Manager will provide a written response.

#### **Subcontracting**

**2-09** The Contractor shall not enter into any Subcontract or assignment of this Contract.

#### **Nondiscrimination**

**2-10** During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations, and policies.

**2-11** In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

## **Contract Work Procedure**

### **2-12 Pre-Work Conference**

The Contractor shall attend a Pre-Work Conference before beginning Work on the Contract for the purpose as outlined below. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference, which may be in person or by telephone as determined necessary by the Compliance Forester. The Contractor or Designated Contract Representative must be present at the Pre-Work Conference.

### **2-13 Purpose of the Pre-Work Conference**

The purpose of the pre-work conference is to document the following on the pre-work conference form:

- A. All required documentation as outlined in sections I and II of the contract have been received from the Contractor, such as insurance forms prior to beginning work on the contract.
- B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including signing unit completion form and payment invoices in his or her absence.
- C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- D. The work plan of operations including time frame in which Work will occur.
- E. Time interval(s) at which unit will be processed for payment.
- F. Clarification of any unique requirements or conditions of the work within the contract prior to commencing work.

### **2-14 Work Delay**

Contractor shall promptly notify the Compliance Forester of any actual or anticipated event which is delaying or could delay the Work, including the expected duration of the delay, the anticipated effect of the delay on the schedule, and the action being or to be taken to correct the problem. The notification does not relieve Contractor of its obligation to complete the Work within the time required by this Contract.

### **2-15 Work Days**

Work shall only proceed on regular Monday through Friday work days. Work on weekends or designated State holidays require permission from the Compliance Forester.

## **2-16 Breach of Contract**

Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may extend the contract and collect liquidated damages, terminate the contract, or declare breach of contract and make a claim for actual damages suffered by the Department. Any delay or failure of performance by the Department or Contractor, other than the payment of money, shall not constitute a breach if the cause was the result of Force Majeure.

## **Fire Responsibility**

### **2-17 Washington State Forest Fire Protection Requirements**

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them and any site specific emergency action plan at all times.

### **2-18 Inspection**

The Department may inspect the Unit for adherence to regulations and presence of fire tools. Any inspections by the Department shall not limit Contractor's liability for failure to adhere to applicable regulations.

### **2-19 Spark Arresters**

All spark emitting engines will be equipped with approved spark arresters.

### **2-20 Faulty Power Equipment**

The Contractor shall not operate faulty power equipment.

### **2-21 Open Fires**

The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining permission from the Compliance Forester.

## **Merchantable Products**

### **2-22 Prohibition from Removal**

Contractor is prohibited from removing merchantable or potentially merchantable products from the Unit. A separate agreement with the Department is required for removal of Christmas trees, boughs, brush pickings, decorative shrubs or trees, firewood, poles, posts and other merchantable or potentially merchantable material.

## **Garbage**

**2-23 Contractor shall dispose of garbage** brought onto State lands in garbage disposal areas meeting all State, county, and local requirements. Garbage includes equipment maintenance, abandoned equipment, containers, and other expended materials.

## **Camping**

**2-24 Contractor is prohibited from using or authorizing its employees to use State lands, landings, or roads for camping.**

## Section II: Specifications for the Activity

### 2-25 Specifications Overview

This Section of the Contract controls contractual activities. Contractor will perform ground herbicide site preparation application in accordance with the following obligations contained in Clauses 2-26 and 2-27 and detailed specifications in Section III, Unit Description.

All Work shall be performed to the standard of the Compliance Forester. Contractor will provide all labor and materials.

### 2-26 Workers and Supervision

The Contractor shall provide:

Adequate crew supervision, including at least one qualified foreperson, fluency in English is a requirement, as well as fluency in any additional language(s) required to communicate with all crew members, unless otherwise allowed by the Compliance Forester. Documentation of a foreperson's experience shall be provided to the Department upon request.

### 2-27 Contractor Obligations

The Contractor shall be responsible for the following:

- A.** To provide all herbicide and carrier required to perform contract work as specified in the Unit Description(s).

Brand Name Herbicide	EPA #	Approved Substitute(s)	EPA #
Accord Concentrate	62719-324	Foresters	228-381
Chopper	241-296	Polaris SP	228-536
		Chopper GEN2	241-430
Oust XP	352-601	NONE	
Escort XP	352-439	NONE	
Garlon 3A	62719-37	NONE	
Syl-Tac	adjuvant	NONE	
Bronc Max	water conditioner	NONE	

- B.** To provide liquid coloring agent. 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.
- C.** Upon request, provide a sample of the herbicide solution being applied as treatment.

- D.** 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.
- E.** To bear all costs of operation not specifically furnished by the Department under Clause 2-28.
- F.** To provide a licensed Commercial Operator or Applicator on the work site when herbicide is being applied.
- G.** To provide all workers adequate crew supervision and serviceable equipment to satisfactorily accomplish treatment of acres described in the Unit Description.
- H.** To furnish all safety equipment, including all Personal Protective Equipment required by herbicide labels.
- I.** To mix and apply herbicide on site as per the Unit Description(s).
- J.** To keep herbicide from contacting conifer leave trees.
- K.** To identify treatment strips, spots, stems, or clumps with semi-permanent marker.
- L.** To properly dispose of all herbicide solutions, residues and empty containers.
- M.** To cease operations when:
  - wind exceeds twelve (12) miles per hour, or
  - air temperature is less than 40 F or greater than 85 F, or
  - rainfall causes water to run down stems of target plants, or
  - the Department's representative determines spray conditions are unsuitable.
- N.** To refrain from applying herbicide to Department designated buffer area.

## **2-28 Department Obligations**

The Department shall be responsible for the following:

- A.** To provide maps, photos or other data necessary to orient the Contractor.
- B.** To provide a Department representative to acquaint the Contractor with the unit(s) and to conduct periodic field inspections.

## **2-29 General Specifications**

- A.** The Unit Description details the characteristics and specific work requirements for each unit. 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.
- B.** Any debris or soil deposited in ditches, culverts, or roadways shall be removed immediately.
- C.** Activities that will result in excessive deterioration of ditches, culverts, or roadways shall be avoided.
- D.** 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 II: COMPLIANCE INSPECTION AND PAYMENT**

### **Compliance Inspection**

#### **2-30 Field Inspections**

The Compliance Forester will be present for the duration of the Work and compliance inspection will be done concurrently with Work. Work will be inspected to determine compliance with all contract specifications.

Contractor will be required to address all items found to be unsatisfactory by the Compliance Forester at this time.

### **Determination of Payment**

#### **2-31 Boundaries**

The boundaries are depicted on Unit Map (Section III). The exterior boundary is a 8' big game fence, physical location of fence is indicated on the Unit Map by the green polygon. Leave tree area, separating the two treatment areas, is indicated on the Unit Map by cross hash symbol and is marked on the ground with orange plastic flagging.

The Contractor is responsible for understanding the location of all boundaries and taking initiative in determining boundaries are sufficiently marked. No consideration will be given to 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.

#### **2-32 Net Acreage**

Net acreage as indicated in the Unit Description was measured on the horizontal plane, and provides the basis for determining acreage completed. Leave Tree area has been deducted from the gross acreage and is designated on the Unit Map.

#### **2-33 Satisfactory Work**

Satisfactory work is work that is completed to the specifications in clause 2-25 and the Unit Description.

#### **2-34 Determination of Payment**

Payment will be made at the quotation price per acre for the total acreage satisfactorily completed, based on the Net Acreage in the Unit Description. In the event Work is partially completed, the Compliance Forester will measure the completed acreage using GPS, model Garmin 76CSx.

#### **2-35 Rework of Unsatisfactory Work**

The Compliance Forester has discretion to require the Contractor to rework any portions of the Unit which is not rated satisfactory. Reworked areas will be reexamined for contract compliance.

If the contractor refuses to rework the items requested the Department may terminate the contract and the contractor will be paid for only for the acreage of satisfactorily completed work.

## **2-36 Payment Schedule**

Details of payment schedule will be determined in the Pre-Work Conference (Clause 2-12) and will be set forth in the Work schedule. Payment shall be made as follows:

- A. **Unit Completion Form.** The Contractor or the Designated Contract Representative and the Compliance Forester shall sign a unit completion form at the conclusion of work and completion of the compliance inspection on the Unit.
- B. **Verification Traverse.** If the Unit's acreage is disputed, the Contractor may request a verification traverse by the Department. The request must be in writing and signed by the Contractor. The Department will base the rate of pay on the linear footage determined from the verification traverse. If the net acreage measured by the Compliance Forester (Clause 2-32) is correct within plus or minus five percent ( $\pm 5\%$ ) after the verification traverse, the Contractor shall pay for the verification traverse at a rate of ten dollars (\$10.00) per one hundred (100) feet of traversed boundary.

## SECTION III: UNIT DESCRIPTION

SITE PREPARATION GROUND HERBICIDE

REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

Region **Northeast** District **North Columbia**

County **Stevens** Section **16** Township **32N** Range **38E**, W.M.

Unit Name **Grimm Seed Orchard**

### SPECIFICATIONS

Activity Period **July 25, 2010 – August 12, 2011**

Acreage **13**

Boundaries **Fence encloses two treatment areas (8 acres + 5 acres) separated by a leave tree area (8 acres) which will not be treated. Fence enclosure is indicated by green polygon on Unit Map. Leave Tree area is indicated by cross hash symbol on Unit Map and marked with orange plastic flagging on the ground.** See Section III – Unit Map.

Elevation **2950'** Slope **0 – 15%** Aspect **Southwest** Snow Period **Nov 1 – Apr 30**

Slash **very light, scattered slash**

Vegetation **grass, scattered 2'- 8' brush, thinned timber in 8 acre leave tree area (will not be treated) separating 2 harvested areas to be treated**

Soils **volcanic ash covering glacial till; top soil texture loam; 30% rock fragments; average soil depth > 60 inches**

Access **county road, 8' big game fence encloses treatment and Leave Tree areas with two locked drive-through gates**

# SECTION III: Required Herbicide Mixes and Treatment Requirements

SITE PREPARATION GROUND HERBICIDE

REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

**General Treatment Techniques and Requirements:** Herbicide must be mixed on site in presence of the DNR compliance representative. Applicator's equipment, including Personal Protection Equipment (PPE) and application method must be in compliance with herbicide labels and Washington State Department of Agriculture regulations. All strip edges shall be flagged in colored 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. 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.

**Activity 1: Broadcast, site preparation                      13 acres**

**Treatment Techniques:** Ground broadcast, waving wand application with backpack sprayers on all vegetation up to 15 feet in height. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre rate. Drift control is paramount. Coarse droplets are required. T Jet adjustable nozzles size 10 – 12 preferred.

Mix	Product	Active Ingredient (A.I.)	Rate per Acre	Carrier	Total Solution per Acre
1	Garlon 3A	Triclopyr 44.4%	2 qts	water	10-25 gallons
1	Escort XP	Metsulfuron methyl	2 oz	water	10-25 gallons
1	Syl-Tac	N/A	10 oz	water	10-25 gallons
1	BroncMax	N/A	6.4	Water	10-25 gallons

**Activity 2: Spot Spray, site preparation                      7.5 acres**  
**6' circular planting spots at 30x15 spacing**

**Treatment Techniques:** Planting spots are marked with 2' wooden stakes at 30x15 spacing. A six (6) foot diameter circle is to be sprayed at each planting spot. Ground broadcast, waving wand directed application with backpack sprayers on all vegetation in six foot circle around placed wooden stake. Evenly distribute all specified herbicide rates at the 8-10 gallon per acre rate.

Mix	Product	Active Ingredient (A.I.)	Rate per Acre	Carrier	Total Solution per Acre
2	Accord Concentrate	glyphosate 53.8%	2 qts	Water	10-25 gallons
2	Chopper	imazapyr 27.6 %	16 oz	Water	10-25 gallons
2	Oust XP	sulfometuron methyl 75%	2 oz	Water	10-25 gallons
2	Syl-Tac	N/A	10 oz	Water	10-25 gallons
2	BroncMax	N/A	6.4	Water	10-25 gallons

# SECTION III: UNIT MAP

SITE PREPARATION GROUND HERBICIDE

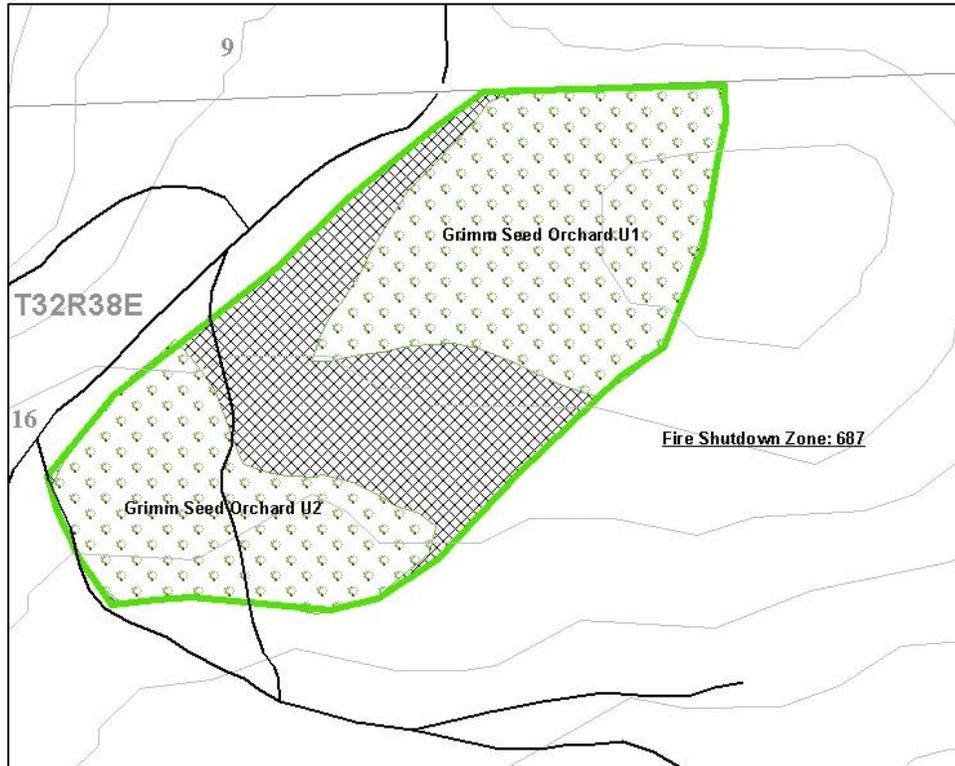
REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

Region **Northeast** District **North Columbia**

County **Stevens** Section **16** Township **32N** Range **38E**, W.M.

Unit Name **Grimm Seed Orchard**

Approximate Scale 1" = 350'



# SECTION III: VICINITY MAP AND DIRECTIONS

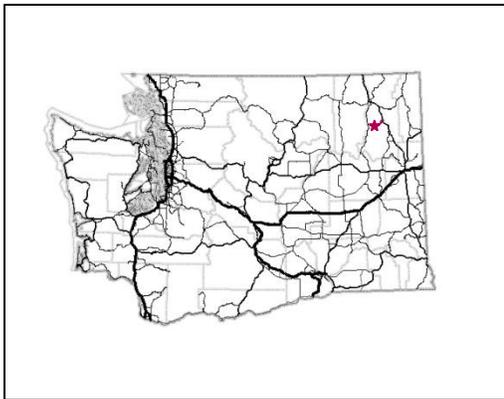
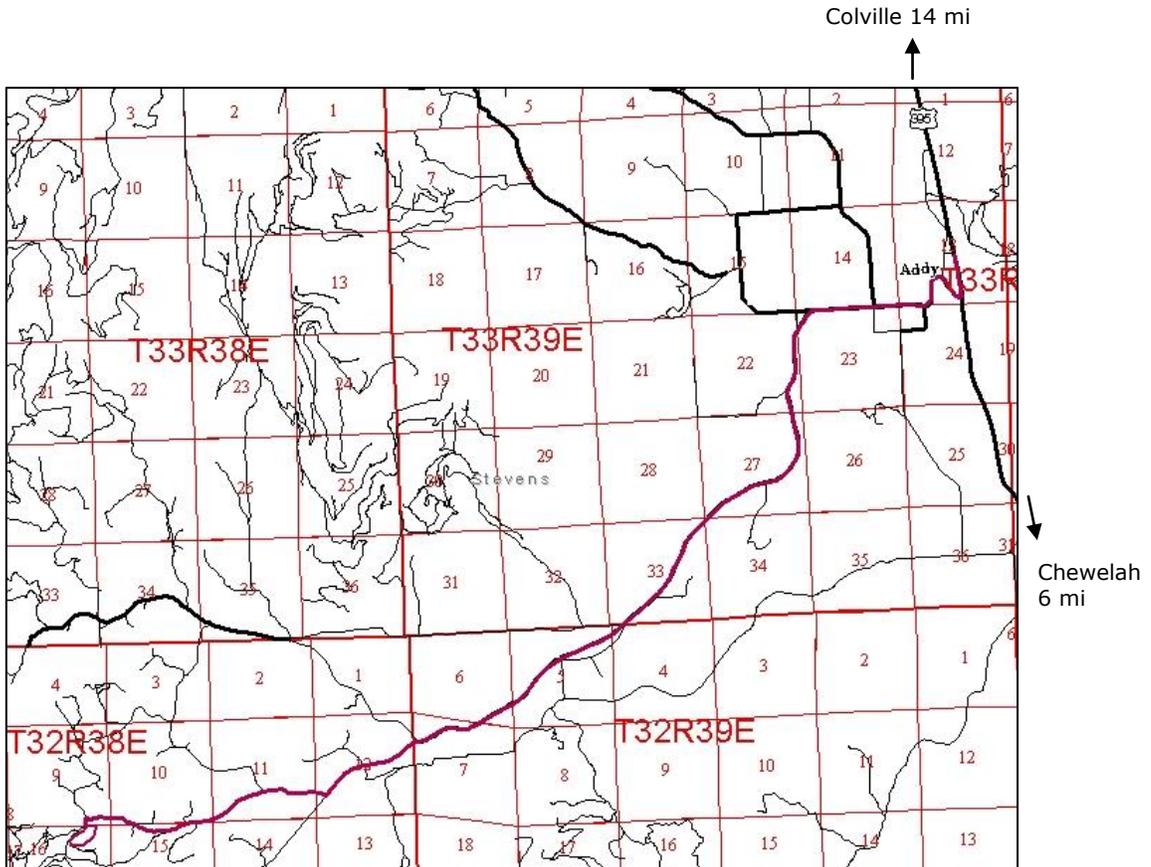
SITE PREPARATION GROUND HERBICIDE

REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

Region **Northeast** District **North Columbia**

County **Stevens** Section **16** Township **32N** Range **38E, W.M.**

Unit Name **Grimm Road Seed Orchard** (no scale)



### Directions from Addy:

- Head west on Addy Gifford road for 8.3 mi
- Stay straight on Cedonia Addy Rd (Addy Gifford Rd goes right) and travel 1.1 mi
- Turn right onto Egland Rd for 2.5 mi
- Turn left on Grimm Rd for 480' to northwest corner of unit

# SECTION IV: QUOTATION FORM

SITE PREPARATION GROUND HERBICIDE

REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

Unit Name **Grimm Seed Orchard**

Award of contract shall be on an Item basis

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 Request for Quotation/Contract Number **1332**.

Item	Activity	Activity Type	Acres	Activity Bid Price (Per Acre)	Activity Total
A	1	<b>Broadcast, site preparation</b>	13	\$ /Ac	\$
A	2	<b>Spot Spray, site preparation 6' circular planting spots at 30x15 spacing</b>	7.5	\$ /Ac	\$

**Total Bid Price Item A**

\$ \_\_\_\_\_

Bidders Name and Address:

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

Note:

Detach and return one copy of this Section as per Clauses 1-02, 1-04 and 1-05.

## SECTION V: OFFER AND CONTRACT AWARD FORM

### OFFER (For Bidder Use Only)

On condition of a contract award within ninety (90 days) of bid opening and for the quotation price the undersigned hereby offers and agrees to furnish services in compliance with all terms, conditions, and specifications of Request for Quotation/Contract Number **1332**. Submittal of this offer with authorized signature constitutes complete understanding of all terms and conditions. Further, submittal of this offer constitutes acceptance of and agreement to comply with all terms and condition of the Contract if awarded, and verifies that all services will be available throughout the period of the Contract.

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

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

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

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

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

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

\_\_\_\_\_  
(Telephone)

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

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

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

\_\_\_\_\_  
(Date)

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

Contract Number **1332**, is hereby awarded and executed between \_\_\_\_\_  
and the State of Washington, Department of Natural Resources, to be effective 7/25-8/12, 2011.

State of Washington,  
Department of Natural Resources

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

Jed Herman, Division Manager  
Forest Resources and Conservation

# CONTRACTOR'S DECLARATION of INDUSTRIAL INSURANCE STATUS

REQUEST FOR QUOTATION/CONTRACT NUMBER **1332**

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.