



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

Pacific Cascade Region

Contract Number #1427

Contract Digest: AERIAL HERBICIDE

(Aerial Herbicide is the application of herbicides made by helicopter to forest management sites for purposes of site preparation)

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Bidder's Company Name: _____ Bidder's Initials: _____

NOTICE TO BIDDERS

You are invited to bid on this contract and are advised to examine the units prior to bidding.

Sealed bids will be accepted at the Department's Pacific Cascade Region office until **2:00 P.M. on July 15, 2013** at which time and place all bids will be opened and read aloud. Individuals who wish to request special accommodations for the bid opening (e.g., sign language, interpreters, Braille, etc.) should contact the Department ten (10) Working days prior to the scheduled bid opening.

The sealed bid envelope should be prepared in the following manner:

Addressed to: Eric Wisch, Region Manager
Washington State Department of Natural Resources
Attn: Chris Rasor, Reforestation Coordinator
P.O. Box 280 –Mailing Address
601 Bond Road - Physical Address (Gate Hours 8:00 A.M. – 4:30 P.M.)
Castle Rock, WA 98611

Upper left corner: Bidder's Address

Lower left corner: Aerial Herbicide – “Sealed Bid”
Invitation to Bid/Contract Number: 1427

Note the following specifications of this contract:

**** SEALED BIDS MAILED TO THE POST OFFICE BOX OR SHIPPED DIRECTLY TO THE PHYSICAL ADDRESS DOES NOT GUARANTEE THE SEALED BIDS WILL BE RECEIVED BEFORE THE BID OPENING TIME AT THE REGION OFFICE. BIDDERS ARE ENCOURAGED TO VERIFY THEIR SEALED BIDS HAVE BEEN RECEIVED AT THE REGION OFFICE IN ADVANCE OF THE BID OPENING AND NOT RELY ON MAIL OR PACKAGE DELIVERY RECEIPT DATES.**

Questions pertaining to this Invitation to Bid can be answered by contacting Chris Rasor at (Cell) 360.880.8288 or (Office) 360.575.5058. 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.

Payments on this Invitation to Bid can only be paid out to Contractors who are registered with The Office of Financial Management (OFM) <http://www.ofm.wa.gov/isd/vendors.asp>. Please follow the link for instructions on how to register.

**Address
Statewide Payee Desk
P.O. Box 43113
Olympia, Wa 98504-3113
Phone: 360-664-7779**

Bidder's Company Name: _____ Bidder's Initials: _____

DEFINITIONS

- A. 'Compliance Forester' means the Department staff who performs the compliance inspections, approves Work, recommends payment to the Contract Manager, manages the Work Schedule, conducts the pre-flight briefings and reconnaissance flights and is on-site to assist in the daily logistics of the operation .
- B. 'Contract' means this Invitation to Bid/Contract the Pre-Work Conference packet and all required documents provided by the Contractor.
- 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)' are those individuals designated by the Contractor on the Pre Work form during the Pre Work Conference (Clause 2-21, 2-22)
- 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, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.
- H. 'Item' means the smallest category of area that can be awarded to one Contractor. This contract can be a roll-up of a large geographic area and Items are used for award purposes to identify to the Contractor what portions of this contract their specific award is for.
- I. 'Present Stand Value' is the value on a given date of a payment or series of payments made at other (future) times.
- J. 'Pre-Work Conference' is the meeting between the department and the Contractor after award of the contract is made but prior to commencement of work. Matters agreed upon in this meeting are signed off by both the department and the Contractor and become part of the Contract.
- K. 'Region Manager' means the designated Department staff responsible for managing the affairs of the Department in designated large geographic areas. The Region Manager may perform the duties of the Contract Manager.
- L. 'Unit' is the individual geographical area that the Work is to be done on. Each Unit is specifically identified by number on the Bid Form (Section IV), the Unit Description, and corresponding Unit Map (Section III).
- M. 'Work Schedule' means the approved timeline for how the requirements of this contract will be fulfilled by the Contractor. The Work Schedule is agreed upon during the Pre-Work Conference by both the Department and the Contractor.
- N. 'Work' means the services the Contractor is required to satisfactorily complete this Contract found in Section II Specifications for the Activity and Section III Unit Description

Bidder's Company Name: _____ Bidder's Initials: _____

SECTION I: INSTRUCTIONS TO BIDDERS AND CONTRACT AWARD

Bid Preparation

1-01 Unit Inspection

Bidders are expected to examine this entire Invitation to Bid/Contract and are urged to inspect the Unit(s) prior to submission of their bid. Bidder acknowledges through submission of their bid 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.

Bids should include all costs. Any failure of the bidder to examine the Invitation to Bid/Contract or the Unit(s) prior to submission of the bid will not relieve the bidder from responsibility for properly estimating the cost of satisfactorily completing this contract.

Bid Submission

1-02 Offer to Contract

Your bid in response to this Invitation to Bid/Contract is an offer to contract with the Department. All offers shall remain firm for a period of 60 calendar days after the bid opening. If there is a problem and the lowest responsible bidder is unable to accept this contract the next lowest responsible bidder will be contacted for possible award. An Invitation to Bid becomes a contract when officially awarded by the Department with the return of a countersigned SECTION V - Offer and Contract Award.

1-03 Bid Contents

The bid shall include all the items listed in Section 5: Forms Forms Check-List.

Offer and Award - Signed
Bidder Information - Initialed
Specifications - Initialed
Unit Descriptions - Initialed
Required Herbicides and Misc. Notes - Initialed
Price Sheet - Initialed
References - Initialed

Bidder's Company Name: _____ Bidder's Initials: _____

1-04 Withdrawal of Bid

A bid may be withdrawn in person by a bidder's authorized representative before the opening of the bids. Bidder's representative(s) will be required to show ID and sign on the bid summary sheet before it will be released.

1-05 Rejection of Bids

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

Bid and Performance and Damage Deposit

1-06 Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS (\$1,000) is required. This deposit assures the Department that the bidder will accept award of any items on which the bidder is the lowest responsible bidder. In the event the bidder rejects award of **any contract**, the bidder will forfeit the bid deposit. The bid deposit must be in the form of certified check made payable to the Washington State Department of Natural Resources and include a reference to the bid/contract number. The bid deposit must be delivered to the Department's Region Office with the delivery of the bid (Clauses 1-03). The bid deposit of a bidder awarded the contract will be released when the performance/damage deposit has been approved, or the bid deposit may be converted to apply to part or all of the required performance/damage deposits after contract award. Once all the bids are evaluated and the contract has been awarded, bid deposits will be returned to all unsuccessful bidders.

1-07 Performance and Damage Deposit

The bidder awarded the Contract (Contractor) agrees to furnish a performance and damage deposit of ten percent (10%) of the Contractor's total award or five thousand dollars (\$5,000) whichever is greater per the total bid established in the award letter. The deposit shall be in the form of certified check or cashiers' check made payable to "Washington State Department of Natural Resources", irrevocable letter of credit, or a savings account assignment. This deposit guarantees performance of this Contract and payment of damages caused by operations during the performance of this Contract or resulting from Contractor's noncompliance with any contract provisions or the law. In the event the Department needs to utilize the deposit, Contractor shall replace the portion(s) by the due date indicated on the written notification from DNR.

1-08 Process for Documenting Damages

Application outside the treatment unit shall be assessed using the area from the treatment files provided by the Contractor and/or vegetation damage indicators to establish an area of damage. Damages will be classified by category as crop damage and/or regulatory damages. Crop damage estimates will be determined using the applicable replanting labor, seedling and compliance costs plus any changes in present value of the crop. Total per acre crop losses are estimated to range from \$100 to \$2000 per acre based on severity of the damage. Regulatory damages are actions that are inconsistent with the Forest Practices Application or in violation of the Forest Practices Act or other rules or regulations. All Regulatory damages will be assessed as a separate enforcement action and may result in additional penalties.

Known application outside the treatment unit will be documented by the Compliance Forester no later than 30 days after the final application date performed on the contract, based on after-action review with the pilot and/or review of vegetation indicators. The pilot shall notify the

Bidder's Company Name: _____ Bidder's Initials: _____

Compliance Forester immediately if they knowingly apply outside the treatment boundary. The findings will be discussed with the pilot that performed the application to verify the facts using a map of the treatment file relative to the treatment boundaries on the unit map and other observations made by the Compliance Forester and DNR staff. If application occurred outside the treatment boundary the following will be documented to establish a basis to withhold any damages:

- Date and time of the application outside the treatment boundary.
- Property owner of the application area outside the treatment boundary.
- Map of the area where treatment occurred outside the treatment boundary.
- Pilot name and WSDA applicators license #
- Name of the Compliance Forester making the damage assessment
- Description and estimated dollar amount of the damages
- Assessment if the application outside the treatment boundary violated the approved Forest Practices Application. If yes, appropriate notifications will be made.

Award of Contract

1-09 Lowest Responsible Bidder

Award of the contract shall be to the lowest responsible bidder as determined by the DNR. In determining the lowest responsible bidder, in addition to price, the following may be considered (RCW 39.26.160): (a) the bidder's ability, capacity, and skill to perform the contract; (b) the bidder's character, integrity, reputation, judgment, experience, and efficiency; (c) whether the bidder can perform the contract within the time specified; (d) the quality of the bidder's previous contract performance with the DNR or other landowners; and (e) the bidder's previous and current compliance with laws relating to the contract or services. The DNR's determination that a bidder is not qualified may result in rejection of the bid submitted.

Any bidder who has had unsatisfactory performance resulting in the termination of a DNR silviculture contract, will not be considered a responsible bidder unless the bidder provides government or forest industry references demonstrating acceptable performance on at least one contract with a minimum of 800 acres of Aerial Herbicide since the time of the termination. DNR reserves the right to contact references and make its own judgment regarding their reliability. DNR will review situations on a case-by-case basis, and encourages interested bidders to contact DNR with any questions before the specified bid opening.

1-10 Evaluation Conference

To aid in the evaluation process, after bid opening the DNR may require individual Bidders to appear at a date, time, and place determined by the DNR for the purpose of conducting discussions to determine whether Bidders have a full and complete understanding of the nature and scope of contractual requirements, including the resources necessary to successfully fulfill all contractual requirements within the allotted time frame stated in Section III A: Unit Descriptions. In no manner shall such action be construed as negotiations or an indication of the DNR's intention to award.

1-11 Award Letter

The DNR makes every effort to mail an award letter with instructions and the contract to the successful bidder within fifteen (15) business days of bid opening.

Bidder's Company Name: _____ Bidder's Initials: _____

1-12 Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit, insurance certificate and other required documentation at the DNR's Region Office. The Contract Manager specified in the contract may extend this time upon written request. If the bidder fails to submit the above items within the time specified, the DNR may consider the contract award rejected, in which case the bidder will forfeit the bid deposit.

1-13 Contract Modification or Cancellation

The Region 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 A: GENERAL PROVISIONS

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 located. The Contractor will make any payments, contributions, remittances, and reports or statements required under those laws.

In the event requirements of the State Environmental Policy Act as amended, or the Forest Practices Act as amended cannot be satisfied, the DNR reserves the right to cancel any and all of this contract and shall not be held liable for expenses or inconveniences suffered by the Contractor.

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. Contractor shall not be liable for any consequential damages.

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.
- D. **Aircraft Liability insurance**, with a limit of not less than \$500,000 per occurrence for

arising out of the actual use of any pesticide, including chemical drift damage onto property other than the property to which the chemical is being applied. Maximum deductible must be \$5,000. All aircraft used on the contract must be listed under the coverage certificate.

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 **1427**.

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 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 and adjacent property. 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; shall protect from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- B. In an emergency affecting the safety or life of employees or adjoining property, Contractor is permitted to act to prevent threatened loss or injury. Within 24 hours of any emergency, Contractor shall notify the Compliance Forester. If directed by the Compliance Forester, Contractor shall prepare an incident report and submit it to the Department's Region manager within five (5) business days following an emergency. Compliance Forester

2-06 Venue

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

2-07 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, with specificity, of his dispute. The Contract Manager will provide a written response within ten (10) business days.
- C. If the Contractor is not satisfied with the Contract Manager’s response, he will notify the Region Manager in writing of his dispute. The Region 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 Region Manager will provide a written response.

2-08 Subcontracting

The Contractor shall not enter into any subcontract or assignment of this Contract.

2-09 Nondiscrimination

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

In the event of 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 be given a reasonable time to cure this noncompliance.

2-10 Breach of Contract

Nonperformance, unsatisfactory performance, or willful violation of Contract requirements by the Contractor shall constitute breach of contract and the Department may collect liquidated damages, terminate the contract with forfeiture of the performance and damage deposit, 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 Force Majeure.

2-11 Fire Responsibility

The Contractor and employees shall be familiar with the Washington State Forest Fire Protection Requirements and adhere to them. These requirements are found in:

[Revised Code of Washington Chapter 76.04](#)

2-12 Inspection

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

2-13 Spark Arresters

All spark emitting engines will be equipped with approved spark arresters. Spark arrestors are approved by Contractors demonstration to the Compliance Forester as to functionality and serviceability onsite, prior to use of the device. The lists adopted by the agency are from the National Wildfire Coordinating Group (NWCG).

[NWCG approved spark arrestor lists.](#)

2-14 Open Fires

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

2-15 Merchantable Products

Contractor is prohibited from removing merchantable or potentially merchantable products from the Units. 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.

2-16 Garbage

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.

2-17 Camping

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

2-18 Spillages

The Contractor will be responsible for all containment, neutralization, clean-up, disposal, associated costs, and other measures as may be required to respond to a fuel, chemical or pesticide spills.

A. Hazardous Materials and Waste - Regulatory Compliance

Contractor is responsible for understanding and complying with all applicable local, state, and federal hazardous material/waste laws and regulations for operations conducted under this contract. Such regulations pertain to, but may not be limited to, hazardous material storage, handling and transport, personnel protection, release notification and emergency response, cleanup and waste disposal. Contractor shall be responsible for restoring the site in the event of a spill.

B. Hazardous Materials Spill Prevention.

All operations shall be conducted in a manner that avoids the unplanned release of hazardous materials, including petroleum products, into the environment (water, air or land).

C. Hazardous Material Spill Containment, Control and Cleanup

If safe to do so, Contractor shall take immediate action to contain and control all hazardous material spills. If large quantities of bulk fuel/other hazardous materials are stored on site, Contractor must be able to effectively control a

container leak and contain & recover a hazmat spill equal to the largest single on-site storage container volume. (HAZWOPER reg. 29CFR 1910.120 (j) (1) (vii)).

D. Hazardous Material Release Reporting

Unplanned releases of oil or hazardous materials to the environment must be reported consistent with all applicable rules and regulations. It is the responsibility of the Contractor to have all emergency contact information readily available and a means of remote communication for purposes of quick notification. In the event of a spill, the Contractor is responsible for notifying the Compliance Forester as well as making other required notifications.

2-19 Materials and Workmanship

The Bidder shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

2-20 Bidder Compliance

The DNR reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this Request for Bid, and to consider a bid responsive if it substantially complies with the DNR's intent relative to overall bid requirements and specifications.

Section II B: Specifications for the Activity

2-21 Pre-Work Conference

The Contractor shall attend a Pre-Work Conference before beginning Work. The Compliance Forester will notify the Contractor of the time and place of the Pre-Work Conference.

2-22 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 this Contract.
 - a. Required insurance forms per section 2-04
 - b. Valid pilot and aircraft WSDA License numbers
 - c. Aircraft calibration log for aircraft spray equipment being used on the contract
 - d. List of batch trucks and other vehicles to be used on the contract
- B. Name(s) and contact information for the Contractor and Designated Contract Representative(s), including all personnel authorized to sign unit completion forms and payment invoices.
- C. Names(s) and contact information for the Contract Manager and Compliance Forester(s).
- D. Name(s) and contact information of the Contractor pilot(s) and ground crew personnel.
- E. The Work plan of operations including the order and time frame in which Work will occur on individual units or groups of units within this Contract.
- F. Time interval(s) at which units will be processed for payment.
- G. Clarification of any unique requirements or conditions of the Work within this Contract prior to commencing Work.

2-23 Prerequisites for application to occur

- A. Pre-flight briefing on each unit documented and initialed by the pilot and Compliance Forester prior to beginning application on each unit including:
- B. Review of all unit boundaries, property lines, and water buffers per Forest Practices Application (FPA) on the unit map and shapefile in helicopter.
- C. Review of any NO FLY ZONEs around habitat buffers or other special areas.
- D. Specific Safety concerns for the unit e.g. active logging nearby, skyline cables, heliport conditions, etc.

- E. Operable handheld radio contact provided by the Contractor between pilot and lead Compliance Forester.
- F. Reconnaissance flight with Compliance Forester and pilot reviewing treatment area and flight patterns or, if safety concerns or other factors prevent recon with the Compliance Forester, virtual reconnaissance with pilot flying and Compliance Forester with direct visual and radio contact to pilot confirming treatment boundaries and markings while pilot flies the reconnaissance flight.
- G. Shapefile in helicopter of treatment boundaries and satellite coverage to insure accurate treatment file capture.

2-24 Requirements Following Treatment

Contractor **must** submit treatment files for all units by the end of the next business day following treatment:

- A. Treatment files must include all flight lines where herbicide application is taking place.
- B. Treatment files must be projected as a shapefile capable of projection in ARC GIS.
- C. Once treatment files are processed After-Action Review will occur between Compliance Forester and pilot to review the treatment files.
- D. All discrepancies between the treatment files and the contract requirements will be documented.

2-25 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 delay. The notification does not relieve Contractor of the obligation to complete the Work within the time required by this Contract.

2-26 Non-conformances with Work Schedule

If Contractor is not in conformance with the Work schedule for reasons other than acts of Force Majeure, Contractor shall bring its activities into conformance with the schedule or request the Compliance Forester to revise the Work schedule. The Compliance Forester may require a meeting to determine if a revision is necessary. In the event the Contractor stops Work or if the initial start-up is delayed for a period of one (1) week or more, a new Pre-Work Conference may be held.

2-27 Delay Due to force Majeure

Due to the nature of the work involved in this contract, any delay incurred due to Force Majeure may not, at the option of the DNR, be compensated for by a contract extension. The DNR must retain the right to determine if the season or growth conditions permit or exclude any extension of the contract. This determination of the feasibility of a contract extension shall remain the sole

prerogative of the DNR and the Contractor must plan to accomplish all work under this contract within the time stated. The Contractor in planning and scheduling the work must include time lost due to weather conditions. Weather conditions during the contract period are variable and will exclude the application of herbicides for an unknown number of days.

2-28 Work Days

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

2-29 Pilot and Aircraft Requirements:

- A. All pilots shall be registered with the Washington State Department of Transportation, Division of Aeronautics.
- B. All aircraft shall be registered with the Department of Licensing.
- C. Before commencing work, the Contractor shall supply to the Contract Administrator a letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
- D. Pilot(s) and aircraft(s) shall be available for inspection and/or flight check by the Division of Aeronautics and/or the DNR prior to and at any time during the current agreement period.
- E. The Contractor shall furnish the necessary pilot(s) and mechanics to provide the services to be rendered herein without unjustified delay. The Contractor shall maintain necessary pilot(s), ground support crew(s) and equipment with each aircraft during the periods called for under this contract, and they shall be familiar with the terrain within the assigned treatment zone and generally familiar with the terrain and requirements for flight operations in the State of Washington. Pilot(s) shall be capable of cross-country navigation within the State.

2-30 Flight Duty Limitations

Aircraft pilots will be limited to the following tours of duty and flight hours:

- A. Flight time shall not exceed a total of seven (7) hours per day.
- B. Pilots accumulating thirty (30) or more hours of flying in any six (6) consecutive days will be off duty the following full calendar day.
- C. A duty day is any day a flight is made, or four (4) hours or more of other duty is performed. Pilots must have a minimum of ten (10) consecutive hours off duty within twenty-four (24) hours after the beginning of any duty day.
- D. The DNR may waive the "consecutive" requirement so that pilots flying such missions as aerial application may have two (2) shorter off duty periods, providing they aggregate to ten (10) hours or more.
- D. Duty includes flight time and ground duty of any kind.

- E. During any fourteen (14) consecutive days, pilots will be off duty for two (2) full calendar days; however, off-duty days need not be consecutive.
- F. Combined fixed wing/helicopter operations shall have the same limitations as for helicopter operations.
- G. Flight time is not entirely reliable as a gauge of accumulative pilot fatigue. Sound judgment is essential in administering aerial operations to provide maximum safety.
- H. Pilots shall have experience as pilot in command during flight at low altitude over rough and mountainous terrain. They shall have the following minimum qualifications for type of aircraft used in this contract.

<u>EXPERIENCE</u>	<u>HELICOPTER FLIGHT HOURS</u>
1. Total flight time as pilot in command.	1,000
2. Minimum flight time in type or weight class used in the contract.	100
3. Minimum flight time during the preceding 12 months.	100
4. Minimum flight time disseminating aerial spray in mountainous terrain.	200

2-31 Payment and Invoicing

- 1. All invoices shall separately itemize the price of the helicopter application and the price of the chemical, at prices specified on the Price Sheet for each Bid Item (See 5.6). If chemical is a tank mix of more than one chemical, the total price for the combined chemical shall be listed for each Bid Item.
- 2. All Washington State sales tax or “use tax” (if applicable) shall be included in the chemical price per acre in the bid sheet.
- 3. Unit Completion forms will be signed by the Contractor and the Compliance Forester upon completion of the units treated. Payment will be based on each Bid Item’s unit prices multiplied by the number of acres actually treated per the unit completion form and pesticide application record.

2-32 Skips

A skip is defined as an unsatisfactorily treated acre. Unsatisfactory treatment includes failure to apply herbicides at the desired rate due to a variety of factors including but not limited to inadequate flight path, volume, mixtures, or other conditions. The value of a skip shall be

Bidder’s Company Name: _____ Bidder’s Initials: _____

calculated at the per acre bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. IF THE SKIP ACREAGE EXCEEDS 5% OF THE TREATMENT ACREAGE ON ANY SINGLE UNIT the value of a skip shall be calculated at TWICE (TWO TIMES) the per acre bid price for that Bid Item multiplied by the number of unsatisfactorily treated acres. Skips will result in reduced payment on a per unit basis as follows. Example: Unit 1, a 50 acre treatment unit was treated yet resulted in 3 acres of skips. Since skip acreage exceeds 5% of the treatment unit a payment reduction is assessed. In this case the bid price of unit 1 is \$50 per acre times two times the skipped acreage equaling \$300 ($\$50 * 2 * 3 = \300). The total unit value of \$2500 would be reduced by the \$300 penalty resulting in a net payment on unit 1 of \$2,200.

2-33 Equipment Supplies and Application Requirements

All contract work shall be consistent with herbicide labeling and the Forest Practices Application/Notification as approved. If determined by the Compliance forester that an individual requirement of this section is inconsistent with current herbicide labeling and/or Forest Practices Rules, the herbicide label and/or the Forest Practices Application/Notification shall prevail.

A. Equipment and Supplies

1. The Contractor shall furnish all flying, spraying and mix truck equipment. Helicopters shall be equipped with a spray system capable of applying herbicide at rates specified in Section III Unit Description. Spray apparatus shall be readily adjustable in the field and have a leak proof distribution system with positive shutoff.
2. Helicopters shall be of the Bell 206 class or smaller and capable of carrying at least eighty (80) gallons of mix at all elevations.
3. Nozzles shall be Accu-Flo™ .028, 64 tube radial nozzles.
4. To help reduce drift, nozzles shall be oriented down at either a 45-degree angle or horizontal to the air stream.
5. The helicopters shall be equipped with a Global Positioning System (GPS) device to track/mark each flight line during application of herbicides. The GPS device must have the capability to produce shapefiles of all flight lines during application for every application unit in the contract. Contractor must provide treatment files as shapefiles to the Contract Manager within 48 hours of the final application time in a format that can be projected in ARC MAP.
6. The Contractor shall furnish a mix truck of 2,000 gallons minimum capacity with each helicopter. The mix trucks shall:
 - a. Have positive, continuous agitation system(s).
 - b. Be equipped so the chemical can be transferred from barrel to mix truck in measured quantities using a metered pump. Bucket transferring of chemical will not be permitted.
 - c. Be equipped to effectively batch single-flight loads of chemical: This requires a

Bidder's Company Name: _____ Bidder's Initials: _____

mixing tank of 500 gallons or less, with positive, continuous agitation capability.

7. If requested, a description of the helicopters and mix-trucks to be used for contract work shall be furnished to the Contract Administrator prior to contract award.
8. The Contractor shall furnish all herbicide, carrier and additives required for treatment as specified in the Unit Descriptions.
 - a. Generic herbicides containing identical active ingredient percentages to those specified in the Unit Descriptions may be substituted for brand-name herbicides as follows:

<u>Brand Name Herbicide:</u>	<u>Approved Substitute(s):</u>
Accord Concentrate/Rodeo EPA # 62719-324	Foresters EPA # 228-381 Glyphosate 5.4 EPA# 81927-8
Accord XRT II EPA #62719-556	None
Oust Extra EPA # 352-622	SFM Extra EPA #81927-5 Spyder Extra EPA # 228-690 Sulfomet Extra EPA # 355-622-85588
Oust XP EPA # 352-601	Spyder EPA# 228-408 SFM 75 EPA# 81927-26 Sulfomet EPA# 352-401-85588
Escort XP EPA # 352-439	Metcel VMF EPA # 352-439-85588 MSM 60 EPA # 81927-7
Chopper GEN 2 EPA #241-430	Polaris SP EPA # 228-536 Rotary 2SL EPA # 81927-6
Opensight EPA # 62719-597	None
Transline EPA# 62719-259	Clopyralid 3 EPA # 81927-14 Clean Slate EPA # 228-491
*Liberate (Loveland)	Dyne-amic (Helena) Syl-Tac (Wilbur-Ellis)
MSO Concentrate with Leci-Tech	Premium MSO (Helena) SuperSpread MSO (Wilbur Ellis)

***If not using Liberate, a labeled drift retardant compatible with the tank mix such as Compadre or Valid must be added to ALL LOADS.**

9. All costs of materials, operation and maintenance not specifically furnished by the DNR, under part G1 below, shall be borne by the Contractor.
10. Contractor shall ensure that enough quick response spill kits capable of absorbing 4 to 6 gallons of contaminants or contaminated water are available on site to quickly address potential spills from any piece of equipment at all times throughout active operations.

B. Application

1. Prior to treatment the Contractor will determine flight patterns for disseminating the spray mix such that the maximum treatable area of the unit is treated with the prescribed

Bidder's Company Name: _____ Bidder's Initials: _____

application rate. The flight patterns must be acceptable to the Compliance Forester. Flight patterns shall be parallel to the treatment boundaries on a minimum of the first pass to minimize drift resulting from flight lines perpendicular to boundaries on subsequent passes. Pilots shall perform additional parallel passes to insure that drift or late nozzle shut-off does not result in application beyond treatment boundaries. After the last load on a unit, the Compliance Forester shall review the completed treatment flight lines and other information with the pilot to discuss any large skips and insure no application occurred outside treatment boundaries. If large skips are evident that the pilot can effectively treat, additional herbicide shall be batched and applied to the skip areas prior to treating the subsequent units.

2. Application of spray shall not be made into streams, lakes or ponds, or buffer strips, as identified on the unit map and marked on the ground. A drift control additive is required to establish the unsprayed buffer per Washington State Forest Practice Rules and required for all application under this contract.
3. Weather Guidelines for applications are as follows:
 - a. Temperature:
Esters - 70' F maximum Others - 85' F maximum.
 - b. Humidity:
Esters - 50% minimum Others - 40% minimum.
 - c. Moisture:
Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.
 - d. Wind:
5 mph maximum or as specified by the herbicide label.
4. The DNR reserves the right to determine if weather conditions are suitable for spraying operations at any point during application. The Compliance Forester will make the on-site determination and immediately notify the Contractor and/or pilot of unsuitable conditions; the Contractor shall cease spraying at that point in time.
5. Spraying will be performed at a height of approximately twenty-five (25) feet above tree tops and at a constant speed of not less than thirty-five (35) miles per hour, nor more than fifty-five (55) miles per hour.
6. The application rate of spray mix shall be ten (10) gallons of total solution evenly distributed per acre. The total solution applied per acre shall include herbicide and carrier as specified in the Unit Descriptions.
7. On site, single-flight load batching shall be the method of preparing herbicide mixes for all units. This method of batching may be modified by the Contract Administrator if

Bidder's Company Name: _____ Bidder's Initials: _____

mutually agreed to at a pre-work conference. The Contractor must have the ability to effectively batch single-flight loads of chemical (See 5.3.F.1.f.3).

2-34 Work Responsibilities and Scheduling

A. The DNR shall furnish or supply:

1. Maps, aerial photos and other data necessary for orientation of each pilot.
2. A Compliance Forester to acquaint each pilot with each unit to be sprayed delineating boundaries of units and buffer strips adjacent to streams and open water to be left unsprayed.
3. Licensed personnel to supervise the measuring of correct chemical concentration.
4. Suitable heliports and access roads. Heliports and roads shall be inspected by the Department of Natural Resources between one (1) month and one (1) week prior to Contractor's arrival. All heliport and road maintenance shall be completed by this time.

B. Bidders are expected to examine this entire Invitation to Bid and to consider the scattered and intermittent conditions of the work.

C. Bidder must submit a separate per acre bid for each Bid Item, as designated in the Unit Descriptions and on the Price Sheet, is required.

D. To be acceptable the work schedule must occur within a Bid Item's treatment window. The anticipated treatment window(s) are listed separately for each Bid Item in the Unit Descriptions. The DNR will determine the actual treatment window by assessing the current physiological condition of the plant species to be treated and considering the effect of time and the projected weather trend on it. The department will reset or confirm a treatment window at least one week in advance of the anticipated treatment window's start date.

Bidder's Company Name: _____ Bidder's Initials: _____

Herbicide Formulation #	Product Name	Rate: oz/acre	Anticipated Treatment Window	Comments
1	Rodeo	48	7/16/2013 to 8/30/2013	Standard site preparation tank mix
	Chopper GEN2	12		
	Oust Extra	4		
	Liberate	6.4		
2	Rodeo	48	7/16/2013 to 8/30/2013	Site preparation for moderate to high woody veg cover
	Chopper GEN2	24		
	Oust Extra	4		
	Liberate	6.4		
3	Rodeo	48	7/16/2013 to 8/30/2013	Site preparation for extreme woody vegetation
	Chopper GEN2	32		
	Oust Extra	4		
	MSO	128		
4	Accord XRT II	48	7/16/2013 to 8/30/2013	Site preparation adjacent to powerlines, scotch broom seed banks.
	Opensight	3		
	Oust XP	2		
	Liberate	6.4		
5	Rodeo	128	7/16/2013 to 8/30/2013	Standard RED ALDER SITE PREPARATION Rinse load required when beginning formulation 5 from other mixes
	Escort XP	2		
	Liberate	6.4		

Bidder's Company Name: _____ Bidder's Initials: _____

Unit #	Work Unit	Herbicide Formulation	Unit Name	Spray Acres	HP Name: Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	T	R	E/W	S	Elevation MIN-MAX	Special Requirments & Comments
1	Lewis	Item 2	Coffman Cove U1	17	LW20131 : 46.71472 - 123.10199	0.6			14	3	W	6	400-600	
2	Lewis	Item 2	Coffman Cove U2	20	LW20131 : 46.71472 - 123.10199	0.6			14	3	W	7	600-700	
3	Lewis	Item 2	Coffman Cove U3	37	LW20131 : 46.71472 - 123.10199	0.6	LW201311 : 46.72561 - 123.09871		14	3	W	6	400-700	
4	Lewis	Item 5	Da Geoducks U1	54	LW20136 : 46.73764 - 123.14573	0.5			15	4	W	36	300-700	Rinse before starting mix 5
5	Lewis	Item 2	Da Geoducks U2	48	LW20136 : 46.73764 - 123.14573	0.0			15	4	W	35	400-500	
6	Lewis	Item 5	Da Geoducks U2A	34	LW20136 : 46.73764 - 123.14573	0.0			15	4	W	35	300-500	100 foot private property buffers
7	Lewis	Item 2	Eastbound Sorts U2	61	LW20135 : 46.61193 - 123.32232	1.4			13	5	W	22	400-800	100 foot private property buffers
8	Lewis	Item 5	Metallica	72	LW20135 : 46.61193 - 123.32232	1.2			13	5	W	18	700-1000	Rinse before starting mix 5
9	Lewis	Item 3	Street Sense U1	61	LW20133 : 46.70786 - 123.07154	0.7	LW20134 : 46.71320 - 123.07628	0.3	14	3	W	9	300-700	
10	Lewis	Item 3	Street Sense U2	41	LW20133 : 46.70786 - 123.07154	0.0	LW20134 : 46.71320 - 123.07628	0.0	14	3	W	9	500-800	

Bidder's Company Name: _____ Bidder's Initials: _____

Unit #	Work Unit	Herbicide Formulation	Unit Name	Spray Acres	HP Name: Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	T	R	E/W	S	Elevation MIN-MAX	Special Requirments & Comments
11	Lewis	Item 2	Trading Places U1	47	LW20139 : 46.57026 - 123.32954	0.9	LW201310 : 46.58729 - 123.33971	1.0	13	5	W	31	500-800	
12	Lewis	Item 5	Trading Places U2	44	LW20139 : 46.57026 - 123.32954	1.4	LW201310 : 46.58729 - 123.33971	1.3	13	5	W	31	600-900	Rinse before starting mix 5
13	Lewis	Item 2	Wave	95	LW20132 : 46.74012 - 123.12379	0.0			15	4	W	36	400-700	
14	Lewis	Item 2	Browns View U2	82	LW20138 : 46.593 - 123.482	0.6			13	6	W	19	500-1100	
15	Lewis	Item 2	Browns View U3	76	LW20138 : 46.593 - 123.482	1.1			13	6	W	20	800-1400	Wildlife no fly zone east of unit per unit map (not a timing restriction)
16	Lewis	Item 2	Browns View U4	33	LW20138 : 46.593 - 123.482	0.2			13	6	W	19	1100-1600	
17	Lewis	Item 2	Primetime U1	54	LW20137 : 46.42430 - 122.45417	1.0			11	3	E	17	1400-1700	Aerial/ground split
18	Lewis	Item 2	Primetime U2	63	LW20137 : 46.42430 - 122.45417	0.0			11	3	E	20	1600-2000	Aerial/ground split
19	Black Hills	Item 1	Davis Creek Sorts U1	14	BH20131 : 46.824437 - 123.289155	0.3			16	5	W	34	199-437	
20	Black Hills	Item 1	Davis Creek Sorts U2	24	BH20131 : 46.824437 - 123.289155	0.0			15	5	W	3	375-612	

Bidder's Company Name: _____ Bidder's Initials: _____

Unit #	Work Unit	Herbicide Formulation	Unit Name	Spray Acres	HP Name: Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	T	R	E/W	S	Elevation MIN-MAX	Special Requirments & Comments
21	Black Hills	Item 1	Davis Creek Sorts U3	28	BH20131 : 46.824437 - 123.289155	0.5			15	5	W	2	197-481	
22	Black Hills	Item 1	Davis Creek Sorts U4	32	BH20131 : 46.824437 - 123.289155	0.5			15	5	W	2	228-641	
23	Black Hills	Item 2	Ghost Town U1	38	BH20137 : 46.93371 - 123.25682	0.7			17	5	W	25	1214-1444	*No weekend operations in Capitol Forest (units 23-31).
24	Black Hills	Item 2	Ghost Town U2	28	BH20137 : 46.93371 - 123.25682	0.6			17	5	W	36	927-1229	*
25	Black Hills	Item 1	Ghouda U1	77	BH20133 : 46.95597 - 123.17845	0.0			17	4	W	22	1052-1929	* Recreation trail in unit. Helispot on active road.
26	Black Hills	Item 1	Midnight Rider U1	56	BH20132 : 46.902222 - 123.223889	1.2			17	4	W	33	685-1415	* Aerial/ground split
27	Black Hills	Item 1	Stretch U1	45	BH20132 : 46.902222 - 123.223889	0.7			16	4	W	7	403-737	*
28	Black Hills	Item 1	Stretch U2	53	BH20132 : 46.902222 - 123.223889	0.8			16	4	W	8	468-767	*
29	Black Hills	Item 3	Sulu U1	56	BH20136 : 46.98260 - 123.19508	0.6			17	4	W	8	676-1320	*
30	Black Hills	Item 1	Wild U1	73	BH20135 : 46.97372 - 123.22831	0.9			17	5	W	12	602-963	* Recreation trail through south portion of the unit.

Bidder's Company Name: _____ Bidder's Initials: _____

Unit #	Work Unit	Herbicide Formulation	Unit Name	Spray Acres	HP Name: Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	T	R	E/W	S	Elevation MIN-MAX	Special Requirments & Comments
31	Black Hills	Item 4	Wild U2	81	BH20134 : 46.92955 - 123.09806	0.8			18	5	W	36	798-1054	* Powerlines along the entire northern boundary.
Contract 1427 Totals:				1,544		0.6								
* = Timing Restriction: No work can occur on Saturday or Sunday on any units within Capitol Forest Block (units 23-31).														
Legend:														
T = Township														
R = Range														
S = Section														
Note: all units in 1427 are site preparation treatments														
HP = Helispot														

Bidder's Company Name: _____ Bidder's Initials: _____

ESTIMATED PRODUCT TOTALS

		gal.	gal.	gal.	gal.	gal.	lbs.	lbs.	lbs.	lbs.
Herbicide Formulation	Treatment Acres	Rodeo	Chopper GEN2	Accord XRT II	*Liberate	MSO	Oust Extra	Oust XP	Escort XP	Opensight
Item 1	402	150.8	37.7		20.1		100.5			
Item 2	699	262.1	131.1		35.0		174.8			
Item 3	158	59.3	39.5			158.0	39.5			
Item 4	81			30.4	4.1			10.1		15.2
Item 5	204	204.0			10.2				25.5	
Totals:	1,544	676.1	208.3	30.4	69.3	158.0	314.8	10.1	25.5	15.2

*See page 22 for allowable product substitutions

*Reminder: If Liberate is not used than a labeled drift retardant (Valid or Compadre) must be used with all applications.

Bidder's Company Name: _____ Bidder's Initials: _____

REQUIRED HERBICIDES AND MISCELLANEOUS NOTES

Herbicide Shall Be:

1. Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon)
Trade name(s) **Accord Concentrate/Rodeo**
2. Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.6% active ingredient (5.4 pounds per gallon)
Trade name(s): **Accord XRT II**
3. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino]sulfonyl]benzoate}; 75% by weight active ingredient
Trade name(s): **Oust XP**
4. Sulfometuron methyl {Methyl 2-[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino] sulfonyl]benzoate} 56.25% active ingredient; Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate 15.00% active ingredient.
Trade Name(s): **Oust EXTRA**
5. Metsulfuron methyl Methyl 2-[[[4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate; 60% by weight active ingredient
Trade Name(s): **EscortXP**
6. Isopropylamine salt of Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid); 26.7% active ingredient
Trade Name(s): **Chopper GEN 2**
7. clopyralid; 3,6-dichloro-2-pyridinecarboxylic acid, monoethanolamine salt : 40.9% active ingredient (Acid Equivalent: 3,6-dichloro-2-pyridinecarboxylic acid - 31% -3 lb/gal)
Trade name(s): **Transline**
8. Potassium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- 62.13% active ingredient; Metsulfuron methyl Methyl 2-[[[4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonyl]benzoate- 9.45% active ingredient; Other ingredients 28.42%;
Trade name(s): **Opensight**

***Note: all allowable substitute products are listed on page 22.**

Adjuvant Shall Be:

1. Lecithin, methyl esters of fatty acids, and alcohol ethoxylate: 100% active ingredient
Trade name(s): **Liberate manufactured by Loveland Products**
2. Methylated vegetable oil, alcohol ethoxylate, tall oil fatty acid; 100% active ingredient
Trade name(s): **MSO Concentrate with Leci-Tech manufactured by Loveland Products**

Herbicide Carrier Shall Be:

1. Water

Bidder's Company Name: _____ Bidder's Initials: _____

Section IV Forms

- Forms Checklist
- Bidder Information
- Pre-Flight Checklist
- Bid Form
- Pilot References

Bidder's Company Name: _____ Bidder's Initials: _____

FORMS CHECK-LIST

This checklist is provided for Bidder's convenience only and identifies the bid documents that are to be submitted with the bid package. Any bid packages received without these documents may be rejected:

- Bid Submittal entitled: Offer and Award - Signed (Section VI) _____
- Bid Submittal entitled: Bidder Information - Initialed (Section IV) _____
- Bid Submittal entitled: Specifications - Initialed (Section II) _____
- Bid Submittal entitled: Unit Descriptions - Initialed (Section III) _____
- Bid Submittal entitled: Required Herbicides and Misc. Notes - Initialed (Section III) _____
- Bid Submittal entitled: Bid Form - Initialed (Section IV) _____
- Bid Submittal entitled: Pilot References - Initialed (Section IV) _____

Bid submittals to be returned after award:

The following document need not be returned with bid submission; however, Contractor will be required to submit such documents at a later date as required by the Contract Administrator.

1. Certificates of Insurance.
2. Letter of certification of the aircraft(s) registration with the Department of Licensing and pilot(s) registration with the Division of Aeronautics.
3. Washington Department of Agriculture Commercial Applicator License number.
4. Any other documents required herein.

Bidder's Company Name: _____ Bidder's Initials: _____

BIDDER INFORMATION

Bidder shall complete the following:

1. Authorized Representative(s):

Primary Contact:

Secondary Contact:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

2. Bidder Address(s):

Billing will be from:

Payment to be sent to:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Fax:

Fax:

Email:

Email:

Bidder's Company Name: _____ Bidder's Initials: _____

Pre-flight Checklist

Compliance Forester and Pilot must fill-out and sign before beginning application on each unit.

Done?	Task	Reminders
<input type="checkbox"/>	Safety Check	Review safety risks to helicopter, personnell and public specific to the unit prior to reconn flight and application
<input type="checkbox"/>	Batch Check	Verify weather, herbicide formulation, treatment acreage and herbicide quantities prior to beginning batching.
<input type="checkbox"/>	Unit Map Review	Review all buffers: private property lines, stream, wetland buffers, how they are marked on the ground, insure pilot has copy of unit map with accurate treatment boundaries, acres, herbicide formulation
<input type="checkbox"/>	Reconn Flight	Required by contract unless Compliance Forester authorizes virtual reconn
<input type="checkbox"/>	Virtual Recon Flight	Compliance Forester to document reasons that justify virtual reconn flight
<input type="checkbox"/>	Radio Check	Verify pre-flight radio contact between pilot and lead Compliance Forester
<input type="checkbox"/>	GPS Check	Verify satellite coverage, operability of the GPS software, hardware with pilot so the treatment file flightlines are usable.
<input type="checkbox"/>	Shapefile Check	Verify the treatment boundaries are present in the GPS screen in the helicopter and accurately represent treatment boundaries during reconn, check shapefile for proper capture of all interior stream buffers
<input type="checkbox"/>	No Fly Zone Review	Review any no fly zones including habitat timing restrictions or avoidance of flight over sensitive private property such as agricultural fields, buildings, etc.
<input type="checkbox"/>	Flight Line Review	Review pilot's plan for flying the unit. Discuss any preference for order of operation e.g. fly buffers first during light winds, any areas where application may be difficult to impossible such as tight corners, narrow strips between stream buffers, etc.

***Forest Practices Reminders:**

- 1) No application within 50 feet of interior streams with standing or flowing water.
- 2) No application within 100 feet of interior streams on windward side.
- 3) Drift retardant must be added when establishing all stream buffers.

Unit Name(s): _____

Pilot Signature: _____

Compliance Forester Signature: _____

Date: _____

Bidder's Company Name: _____ Bidder's Initials: _____

BID FORM

Item NO.	Description	Est. Qty in Acres	Chemical Rate Per Acre 1 & 5	Application Rate Per Acre 2 & 5	Total Rate Per Acre 3 & 5	Item Extended Total 4 & 5
1.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	402	\$ _____	\$ _____	\$ _____	\$ _____
2.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	699	\$ _____	\$ _____	\$ _____	\$ _____
3.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	158	\$ _____	\$ _____	\$ _____	\$ _____
4.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	81	\$ _____	\$ _____	\$ _____	\$ _____
5.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	204	\$ _____	\$ _____	\$ _____	\$ _____
N/A	TOTALS: (on all Bid Items above, all-or-nothing)	1,544				\$ _____

¹ Per acre price for all chemicals INCLUDING sales tax.

² Per acre price of helicopter application only.

³ Chemical rate per acre INCLUDING tax plus the application rate per acre.

⁴ Total rate per acre multiplied by the estimated acres.

⁵ All prices shall be FOB destination, freight prepaid and included.

Bidder's Company Name: _____ Bidder's Initials: _____

PILOT REFERENCES

Bidder shall furnish a minimum of 3 references per pilot that will be working on the contract for which Bidder has delivered goods or services on a contract similar in scope to that described in this Request for Bid. Any feedback that the reference would not engage in future business may result in the bid being rejected. The state reserves the right to waive the reference check. If the pilot cannot produce three references for their current employer, additional references shall be provided to meet a minimum of three references per pilot.

1. Pilot Name: _____

WSDA Lic #: _____

Flight Hours of

Forestry

Herbicide

Application

Experience: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Briefly describe the project performed:

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

Bidder's Company Name: _____ Bidder's Initials: _____

Section V: Offer and Award

Bidders are required to read and understand all information contained within this entire bid package. There are some standard documents, which are referred to in this bid package that are not automatically printed or sent out with this bid. For example, Competitive Procurement Standards (Standard Terms and Conditions, Instructions to Bidders, Definitions), Sales/Service and Subcontractor Report are binding terms of this contract. It is important that you read and understand these documents. These documents are available online at:

<http://www.ga.wa.gov/pca/cps.htm>

STANDARD DEFINITIONS (revised 7/13/12)

STANDARD INSTRUCTIONS FOR BIDDERS (revised 7/13/12)

STANDARD TERMS AND CONDITIONS (revised 7/13/12)

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document with an authorized signature constitutes complete understanding and compliance with the terms and conditions and certifies that all-necessary facilities or personnel are available and established at the time of bid submittal.

(Company Name)	(Typed or Printed Name)
(Address)	(Title)
(City) (State) (Zip)	(Phone No.)
(Federal Tax Identification Number)	FAX
Email	(Bidder's Signature) (Date)

AWARD- Authorized Signatures
 (For State of Washington Use Only)

A contract is hereby awarded between the above company and the State of Washington, Department of Natural Resources, to be effective _____, 2013.

Contract Manager	Date	Region Manager	Date
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Bidder's Company Name: _____ Bidder's Initials: _____