



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

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Pacific Cascade Region

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**INVITATION TO BID**  
**Contract Number #1476**

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**Contract Digest:** HELICOPTER TRANSPORT OF SEEDLINGS  
(Helicopter transport of 378 bags/boxes of seedlings to a forest site between 3/21/2014 and 4/11/2014.)

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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 unit prior to bidding.

**Sealed bids will be accepted at the Department's Pacific Cascade Region office until 2:00 P.M. on Friday March 21, 2014.**

- 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.

### Mail Signed Contract to:

Addressed to: Eric Wisch, Region Manager  
Attn: Chris Rasor, Contract Manager  
Washington State Department of Natural Resources  
Pacific Cascade Region  
P.O. Box 280, Castle Rock, WA 98611

Upper left corner: Bidder's Address

Lower left corner: Invitation to Bid/Contract Number: 1476

Questions pertaining to this Invitation to Bid can be answered by contacting Chris Rasor at 360-880-8288. Oral explanations, interpretation, or instructions given before the award will not be binding.

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. 'Present Stand Value' is the value on a given date of a payment or series of payments made at other (future) times.
- I. '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.
- J. '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.
- K. '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).
- L. '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.
- M. '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 90 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 p. 24 Forms Check-List.

Offer and Award - Signed  
Bidder Information - Initialed  
Specifications - Initialed  
Unit Description - Initialed  
Price Sheet - Initialed  
References - Initialed

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**1-04 Withdrawal of Bid**

A phone bid may be withdrawn by a bidder's authorized representative before the due date of the phone bid.

**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 **the 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**

No performance or damage deposit will be collected for this contract.

**1-08 Process for Documenting, Assessing Damages**

Tree seedlings dropped during aerial transport that are damaged will be assessed a damage fee of **\$1.00 per seedling or \$100/bag or box dropped**. Total damage fees will be reduced from the final payment if applicable. Pilot or ground crew shall report any occurrences of bags accidentally dropped during flight to the Compliance Forester on-site the day of occurrence.

**Award of Contract**

**1-09 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 may be considered: (a) the ability, capacity, and skill of the bidder to perform the contract; (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; 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 bid submitted.

**1-10 Evaluation Conference**

To aid in the evaluation process, after bid opening the DNR may require individual Bidders to submit proof of qualifications and phone or in-person conversations 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

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

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 Department will make every effort to mail an award letter with instructions and a copy of the executed contract to the successful bidder within ten (5) business days of bid opening.

**1-12 Conditions on Award**

Within five (5) business days after the successful bidder receives their award letter, the Department must receive the signed contract, and insurance certificate at the Department's Region Office (Page 2 Notice to Bidders). Upon written request by the Contractor the Department may extend the time allowed for receipt of the above items. If the Contractor 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.

**1-13 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.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## 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.

#### 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."
- D. **Aircraft Liability insurance**, with a limit of not less than \$500,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage including loss of damage 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.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

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 1476**.

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.

**2-06 Venue**

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

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**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 arresters 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).

Bidder’s Company Name: \_\_\_\_\_ Bidder’s Initials: \_\_\_\_\_

[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**

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

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.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## Section II B: Specifications for the Activity

### 2-21 Pre-Work Conference

The Contractor shall participate in 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
- 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 safety information and the order and time frame in which Work will occur within this Contract.
- F. Time at which unit 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 operations to occur

- A. Pre-flight safety briefing shall be reviewed and initialed by the pilot and Compliance Forester prior to beginning work. Include specific safety concerns e.g. workers nearby or under potential flightlines, etc.
- B. Review of all drop locations on the map and GPS, # bags per drop and radio communication protocol dictated by pilot.
- C. Operable handheld radio provided by the Contractor to communicate between pilot and lead Compliance Forester during operations.
- D. Waypoints of drop points in helicopter GPS unit or pilot handheld GPS.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**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 possibility of work for an unknown number of days due to snow or lack of visibility.

**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, ground support crew and equipment with the 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.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**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**

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

A Unit Completion Form will be signed by the Contractor and the Compliance Forester upon completion of the work. Payment will be based on the contract price minus any applicable damage charges for dropped seedlings or other damages.

**2-33 Equipment Supplies and Application Requirements**

**A. Equipment and Supplies**

1. The Contractor shall furnish all flying, external load equipment to transport the seedlings from the helispot on the unit map to the specified drop locations. Helicopters shall be capable of an external load of 600+ lbs to accommodate up to 15 bag/boxes of seedlings per load.
2. Contractor shall provide ground crew personnel and transportation to safely handle all load and hook-up the bags/boxes of seedlings to the sling load or nets. DNR will transport the seedlings to the helispot.
3. The helicopter used shall be equipped with a Global Positioning System (GPS) device to confirm each drop location.

**2-34 Work Responsibilities and Scheduling**

**A.** The DNR shall furnish or supply:

1. Maps, aerial photos and other data necessary for orientation of the pilot.
2. A Compliance Forester to acquaint each pilot with drop points and # bags/boxes of seedlings per drop point.
3. Suitable heliports and access roads. Heliports and roads shall be inspected by the Department of Natural Resources within one (1) week of Contractor's arrival.

**B.** Bidders are expected to examine this entire Invitation to Bid and to consider the time constraints of the work.

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

## SECTION III A: Unit Description

Contract 1476 Work Requirements:

- 378 bags/boxes of seedlings shall be transported by the contractor from the helispot on the unit map to the 15 drop points listed on the following page and illustrated on the unit map. Contractor is not required to fly to drop point 13.
- DNR will transport seedlings to the helispot.
- Contractor shall load and transport all seedlings to the assigned drop points during suitable weather conditions for flying and planting.
- If weather conditions are unsuitable for either flying or planting, work will be delayed to prevent seedlings from being flown to drop points more than one day before they can be planted.
- Tree bags will be numbered according to their assigned drop point by DNR personnel prior to contractor ground crew loading.

Term of Contract:

**Start Date:** Monday 3/24/2014 pending all requirements in place before work begins

**End Date:** Friday 4/11/2014

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**Contract 1476 Section III A Unit Description (continued)**

Drop Point #	Latitude	Longitude	Nursery Code	Species	# Seedlings	# Boxes*	Comments
<b>1</b>	46.3698	-123.2313	PC13-298	DF	1600	20	*DF, WH will be in boxes.
			PC13-308	WH	792	6	WRC will be in bags
			PC12-020	WRC	200	1	
<b>2</b>	46.3684	-123.2332	PC13-298	DF	1040	13	
			PC13-308	WH	528	4	
			PC12-020	WRC	200	1	
<b>3</b>	46.3696	-123.2341	PC13-298	DF	1200	15	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>4</b>	46.3708	-123.2361	PC13-298	DF	1440	18	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>5</b>	46.3713	-123.2386	PC13-298	DF	1440	18	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>6</b>	46.3726	-123.2379	PC13-298	DF	2000	25	
			PC13-308	WH	1056	8	
			PC12-020	WRC	200	1	
<b>7</b>	46.373	-123.2357	PC13-298	DF	1440	18	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>8</b>	46.3737	-123.2367	PC13-298	DF	1600	20	
			PC13-308	WH	792	6	
			PC12-020	WRC	200	1	
<b>9</b>	46.3747	-123.2379	PC13-298	DF	1360	17	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>10</b>	46.3755	-123.2366	PC13-298	DF	2000	25	
			PC13-308	WH	1056	8	
			PC12-020	WRC	200	1	
<b>11</b>	46.3762	-123.2386	PC13-298	DF	2000	25	
			PC13-308	WH	1056	8	
			PC12-020	WRC	200	1	
<b>12</b>	46.3771	-123.2378	PC13-298	DF	1600	20	
			PC13-308	WH	792	6	
			PC12-020	WRC	200	1	
<b>13</b>	46.3779	-123.2351	PC13-298	DF	1520	19	seedling loading landing
			PC13-308	WH	792	6	DNR will hold 1520 DF, 792WH, 200 WRC at drop point 13. No seedlings need to be flown to this point.
			PC12-020	WRC	200	1	
<b>14</b>	46.3797	-123.238	PC13-298	DF	800	10	
			PC13-308	WH	396	3	
			PC12-020	WRC	200	1	
<b>15</b>	46.3786	-123.2387	PC13-298	DF	1200	15	
			PC13-308	WH	660	5	
			PC12-020	WRC	200	1	
<b>Totals</b>						<b>378 total bags/boxes to fly</b>	
<b>HP- SH2013 04</b>	46.3652	-123.2423					<b>This will be the service landing. Room for service truck and helicopter to land. Can fly seedlings from here and/or drop point 13</b>

**SECTION III B: Unit Maps**

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

# UNIT MAP

Activity Type: Helicopter Transport of Seedlings

Pacific Cascade Region

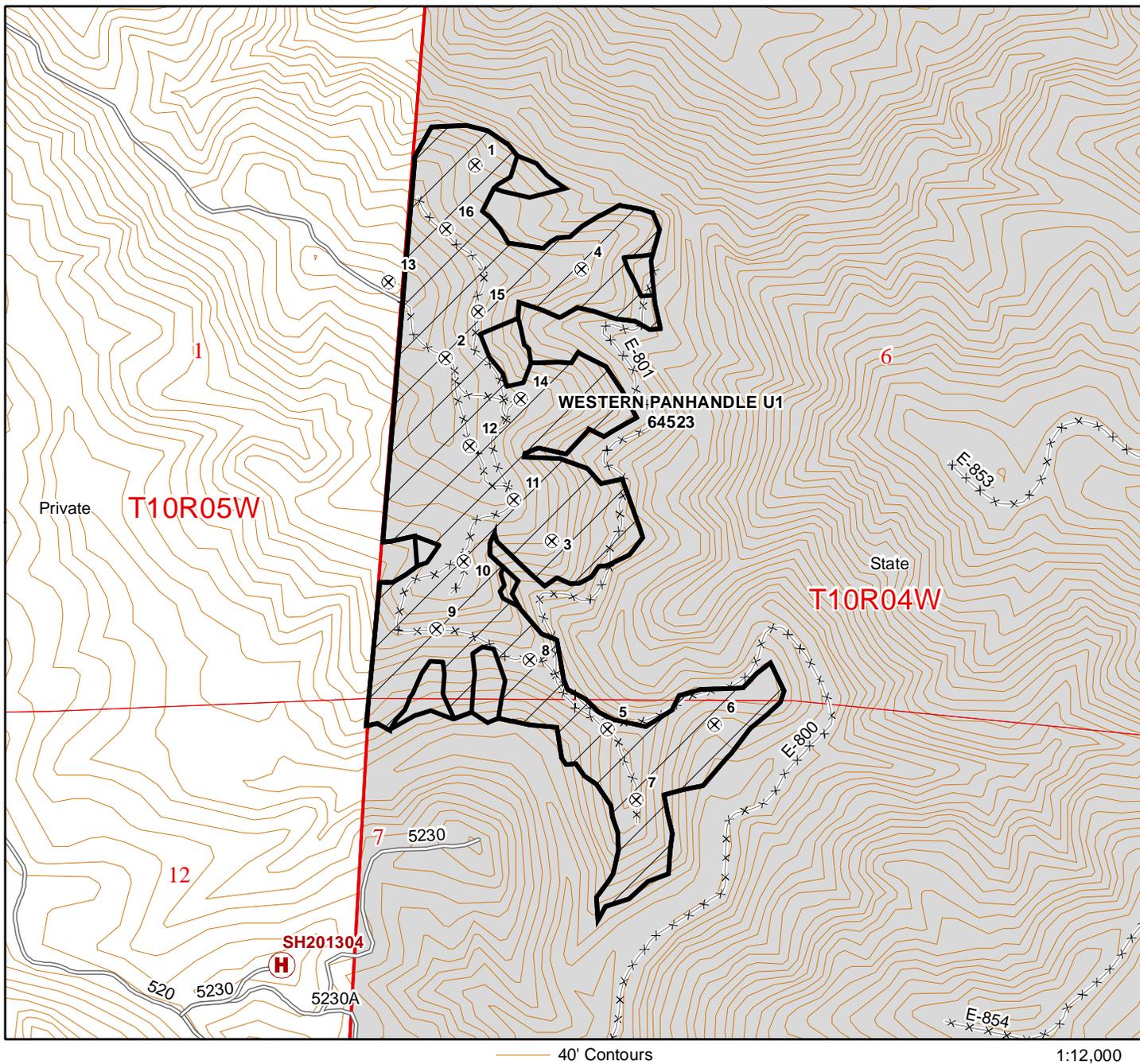
Bid No. 1476

Work Unit: St Helens

Treatment Acres: 116

Unit No. 1

Unit Name: WESTERN PANHANDLE U1



- |  |                      |  |               |                                                                            |
|--|----------------------|--|---------------|----------------------------------------------------------------------------|
|  | Unit Boundary        |  | Helispot      | <br>Elevation: 793 - 1633<br>Gate: Yes<br>Key: Contact IMF Prior To Access |
|  | Treatment Area       |  | Drop Point    |                                                                            |
|  | DNR Managed Lands    |  | Gate          |                                                                            |
|  | Existing Roads       |  | Other Barrier |                                                                            |
|  | Non-Driveable Access |  | Trails        |                                                                            |

# UNIT MAP

Activity Type: Helicopter Transport of Seedlings

Pacific Cascade Region

Bid No. 1476

Work Unit: St Helens

Treatment Acres: 116

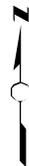
Unit No. 1

Unit Name: WESTERN PANHANDLE U1



1:12,000

- |  |                      |  |               |
|--|----------------------|--|---------------|
|  | Unit Boundary        |  | Helispot      |
|  | Treatment Area       |  | Drop Point    |
|  | DNR Managed Lands    |  | Gate          |
|  | Existing Roads       |  | Other Barrier |
|  | Non-Driveable Access |  | Trails        |



Elevation: 793 - 1633  
 Gate: Yes  
 Key: Contact IMF Prior To Access

## Section IV Forms

- n Forms Checklist
- n Bidder Information
- n Pre-Flight Checklist
- n Bid Form
- n 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 Description- 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 work beginning.
<input type="checkbox"/>	Drop Point Review	Verify weather, drop points, # bags/boxes per load, order of loads.
<input type="checkbox"/>	Unit Map Review	Insure pilot has copy of unit map with accurate drop point locations, # bags per drop point.
<input type="checkbox"/>	Reconn Flight	Not required unless pilot wants verification of drop points.
<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 units used to navigate to drop points, waypoints are entered correctly prior to flight.
<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.

Unit Name: \_\_\_\_\_

Pilot Signature: \_\_\_\_\_

Compliance Forester Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

**BID FORM**

<b>Item NO.</b>	<b>Description</b>	<b>Total Contract Price for all Work*</b>
1.	Aerial Transport of 378 bags/boxes of seedlings from helispot to 15 drop points on unit map.	\$_____

\*Payment will be reduced for any applicable seedlings damaged per clause 1-08.

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  
External Load  
 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 2/7/2013)  
**STANDARD INSTRUCTIONS FOR BIDDERS** (revised 2/7/2013)  
**STANDARD TERMS AND CONDITIONS** (revised 2/7/2013)

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 \_\_\_\_\_, 2014.

Contract Manager	Date	Region Manager	Date
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Bidder's Company Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_