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

INVITATION TO BID:
AERIAL HERBICIDE CONTRACT

You are invited to bid on the following Aerial Herbicide Contract and are advised to examine the Units prior to bidding. The implied warranty of fitness for a particular purpose, and all other warranties, express or implied, are excluded. For example, the Department of Natural Resources (DNR) does not warrant the acreage for each unit. Any acreage descriptions appearing in each contract are estimates only, solely for administrative and identification purposes.

Draft contract is attached to this invitation.

Contract #	# Acres	# Units	Location	Comments
1487	2,102	48	Clark	Site Preparation Only
			Cowlitz	No Release Units
			Grays Harbor	Note: Unit 26 does not exist in the contract.
			Lewis	
			Pacific	
			Thurston	

BID PROCEDURES

Bid Delivery

The bidder shall prepare one complete bid form for each contract, available in Section III of the draft contract. Each bid shall be delivered to the DNR's Region Office in its own envelope marked “Sealed Bid” and addressed to the DNR's Region Manager as specified below.

If multiple bids are submitted by one bidder, those sealed bids can be submitted inside a single envelope.

No facsimiled, e-mailed, or other non-original form of bids will be considered by the DNR.

Bids will be accepted until 2:00 P.M. on Wednesday June 25, 2014.

Questions pertaining to this Invitation to Bid can be answered by contacting Chris Rasor at 360.880.8288 (cell) or Chris.Rasor@dnr.wa.gov email. Oral explanations, interpretation, or instructions given before the award will not be binding.

Bid Contents

Each bid shall include all five of the following items:

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

All documents must be legible and properly completed.

Each 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 Name Bidder's Address
Lower left corner:	Aerial Herbicide – "Sealed Bid" Invitation to Bid on Contract Number: 1487

Bid Form Requirements

Bids must be submitted on the Bid Form attached to the draft contract. The following information must be entered on the Bid Form:

1) Bids should include all costs related to the completion of the Work.

2) A Unit Bid Price and a Unit Total must be entered for all of the Units in the contract. All Unit Totals for the contract must be summed and entered as the Contract Price. In the event of a difference between the sum of all Unit Totals and the Contract Price, the individual Unit Totals shall prevail.

3) All Bid Forms (Contract Section) must be signed in ink. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. Incomplete or unsigned bids may be rejected.

Offer to Contract

Your Invitation to Bid is a solicitation to offer to contract with the DNR. All bids shall remain firm for a period of 60 calendar days after the bid opening.

Your bid becomes part of a contract if it is officially awarded by the DNR with a contract award letter.

Bid Deposit

A bid deposit of ONE THOUSAND DOLLARS ($1,000) is required. This deposit is for the purpose of assuring the DNR that the bidder will accept award of any contract on which the bidder is the lowest responsible bidder.

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 contract number. The bid deposit must be delivered to the DNR's Region Office with the delivery of the bid.

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.

After DNR and the lowest responsible bidder sign the contract, bid deposits will be returned to all unsuccessful bidders. In the event the bidder rejects award of any contract included in this Invitation to Bid, the bidder will forfeit the bid deposit.

Bidder Insurance

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by DNR's risk manager before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Bid Opening

At the time and date specified in the bid delivery clause above, 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 Pacific Cascade Region office ten (10) working days prior to the scheduled bid opening.

Withdrawal of Bid

A bidder's authorized representative may withdraw a bid in person before the opening of any one of the bids. Bidder's representative will be required to show photo identification and sign on the bid summary sheet before the bid will be released.

Rejection of Bids

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

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.

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.

Conditions on Award

Within ten (10) business days after the bidder receives their award letter, the DNR must receive the performance and damage deposit and insurance certificate 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.

Right to Amend Invitation to Bid

The DNR reserves the right to amend this Invitation to Bid, in which case DNR will notify all known bidders prior to bid opening.

Registration with the Office of Financial Management

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, or contact OFM at:

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

Special Remarks

- Term of contract: 7/7/2014 to 8/29/2014
- Timing restrictions: No work during weekends on the 7 Capitol Forest Units (294 acres).
- Vicinity maps illustrating helispots, unit locations, driving routes can be picked up at Pacific Cascade Region office between the hours of 0800 and 1630 M-F to assist in bidding the contract.
- Questions pertaining to the contract can be directed to Chris Rasor at 360-575-5058.

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

Pacific Cascade Region

INVITATION TO BID
Contract Number 1487

Contract Digest: AERIAL HERBICIDE
(Aerial Herbicide is the application of herbicides made by helicopter to forest management sites for purposes of site preparation or release.)

- Notice to All Bidders
- Definitions

SECTION I
- Instructions to Bidders and Contract Award

SECTION II
- A: General Provisions
- B: Specifications for the Activity

SECTION III
- A: Unit Descriptions
- B: Unit Maps

SECTION IV
- Bid Form
- Checklist
- Pilot References
- Pre-Flight Checklist
- Bid Form

SECTION V
- Offer and Contract Award

NOTICE TO BIDDERS

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

Sealed bids will be accepted at the Department's Pacific Cascade Region office until **2:00 P.M. on June 25, 2014** 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, Pacific Cascade Region 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: 1487

Important Notes Regarding the Contract:
Term of contract: 7/7/2014 to 8/29/2014
Timing restrictions: No work during weekends on the 7 Capitol Forest Units (294 acres).
Vicinity maps illustrating helispots, unit locations, driving routes can be picked up at Pacific Cascade Region office between the hours of 0800 and 1630 M-F to assist in bidding the contract.
Questions pertaining to the contract can be directed to Chris Rasor at 360-575-5058.

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

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

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 p. 24 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

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 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

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 stand. 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

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 name 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 notification will be made.

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 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 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 (10) business days of bid opening.

1-12 Conditions on Award

Within ten (10) business days after the successful bidder receives their award letter, the Department must receive the signed contract, the performance and damage deposit, 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. Any modification or cancellation of this contract by the Region Manager under this section does not require consent of the Contractor or a writing signed by the Contractor.

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 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.

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 1487.**

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. All items listed in Section 5: Forms p. 24 Forms Check-List.
   b. Calibration sheet for each aircraft, equipment configuration (nozzles, boom, pump) that will be working on the contract. Must include tail #, date, location of calibration test, aircraft speed at which 10 gallon per acre GPA is applied, pump pressure (P.S.I.), nozzle configuration (type, #), boom width, effective swath width, % of rotor diameter represented by the distance between outer nozzles.

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.

E. <u>Prior to beginning application on subsequent units</u> pilot shall provide the Compliance Forester an opportunity to visually check the flight lines in the cockpit of the helicopter to review for application skips or overspray beyond designated boundaries.

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 within Capitol Forest Local Units (294 acres). No weekend work will be allowed on units in Capitol work unit. Work on weekends or designated State holidays is not guaranteed but will generally be accommodated following written permission from the Compliance Forester or Contract Manager.

2-29 Pilot and Aircraft Requirements:

A. All aircraft shall be registered with the Department of Licensing.

B. 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.

C. 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.

E. Duty includes flight time and ground duty of any kind.

F. 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.

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.

	EXPERIENCE	HELICOPTER FLIGHT HOURS
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 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 ($100) 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 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:

BRAND NAME PRODUCT	**EPA # or WA Reg#**	**GENERIC SUBSTITUTES**	**EPA # or WA Reg#**
Rodeo or Accord Concentrate	62719-324	Glyphosate 5.4 Foresters	81927-8 228-381
Accord XRT II	62719-556	none	n/a
Opensight	62719-597	none	
Chopper GEN2	241-430	Rotary 2SL Polaris SP	81927-6 228-536
Oust Extra	352-622	SFM Extra Sulfomet Extra	81927-5 352-622-85588
Oust XP	352-601	SFM 75 Sulfomet	81927-26 352-401-85588
Escort XP	352-439	Metcel VMF	352-439-85588
*Liberate	34704-04008	Syl-Tac	2935-00004
MSO Concentrate with LECI-TECH	34704-07001	SuperSpread MSO Premium MSO	2935-03001 5905-90001
Compadre Crosshair	34704-06004 2935-11001		
Notes: * If not using Liberate, Compadre or Crosshair must be in each load for drift control			

b. **Drift control agents, while not specified in the Unit Descriptions, <u>are</u> required in for each load unless using Liberate as an adjuvant as it is a labeled drift control agent.** Contractor shall furnish all drift control additives to meet this requirement.

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 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. If this is not possible due to safety concerns or other factors than pilot shall notify Compliance Forester of these limitations to allow realistic assessment of the flight lines. 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 each unit or leaving a helispot for the next group of units, 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 all unsprayed buffers per Washington State Forest Practice Rules.

3. Weather Guidelines for applications are as follows:

   a. Temperature:

      Esters - 70’ F maximum Others - 85’ F maximum.

   b. <u>Humidity:</u>

      Esters - 50% minimum Others - 40% minimum.

   c. <u>Moisture:</u>

      Plants can have dew on leaf surfaces. Wait one hour after rainfall terminates to allow some drying of leaf surfaces.

   d. <u>Wind:</u>

      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 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 shapefile boundaries 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 <u>anticipated</u> treatment window(s) are listed separately for each Bid Item in the Unit Descriptions. The DNR will determine the <u>actual</u> 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.

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specs.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location T	R	E/W	S	Elevation MIN-MAX
1	BH	Capitol	1	Go Back U4	75	63	BH201401 : 46.92975 - 123.193013	0.0	BH201212 : 46.92202 - 123.17941	0.5	17	4	W	28	1650-1994
2	BH	Capitol	5	Moto U3	52	46	BH201403 : 47.03387920 - 123.18241733	1.0			18	4	W	15	1084-1791
3	BH	Capitol	3	Moto U5	26	25	BH201403 : 47.03387920 - 123.18241733	1.0			18	4	W	27	1711-1948
4	BH	Capitol	1	Emerald U2	47	41	BH201402 : 46.903852 - 123.168784	0.2			16	4	W	3	677-1050
5	BH	Capitol	5	Moto U2	51	47	BH201403 : 47.03387920 - 123.18241733	0.5			18	4	W	15	1018-1811
6	BH	Capitol	5	Moto U4	54	47	BH201403 : 47.03387920 - 123.18241733	0.5			18	4	W	21	1338-1514
7	BH	Capitol	1	Emerald U1	28	25	BH201402 : 46.903852 - 123.168784	0.0			16	4	W	3	849-1287
8	LW	Salkum	2	Saratoga U3	28	26	LW201404 : 46.47920 - 122.56955	0.8			11	2	E	4	1300-1500
9	LW	Salkum	2	Saratoga U2	32	30	LW201404 : 46.47920 - 122.56955	0.0			12	2	E	33	1000-1400
10	LW	Pacific	6	Walker Sorts U-2	41	37	LW201417 : 46.61267 - 123.52660	0.2			13	7	W	15	500-900

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specs.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location T	R	E/W	S	Elevation MIN-MAX
11	LW	Pacific	2	Elk Hollow U-2	21	20	LW201418 : 46.64233333 - 123.47675	0.4	LW201419 : 46.63334 - 123.47041	0.5	13	6	W	5	500-900
12	LW	Pacific	2	Violet U-2	57	53	LW201407 : 46.58606 - 123.42587	0.0	LW201408 : 46.58523 - 123.42030	0.0	13	6	W	27	1400-2000
13	LW	Pacific	2	Violet U-1	100	91	LW201406 : 46.57632 - 123.44231	0.0			13	6	W	33	900-1500
14	LW	Pacific	2	Violet U-3	84	69	LW201409 : 46.58519 - 123.41221	0.0			13	6	W	27	1300-2000
15	LW	Lincoln	2	Clear Round U2	66	59	LW201401 : 46.58313 - 123.33762	0.0			13	5	W	29	500-1000
16	LW	Lincoln	2	Snowbound U1	43	38	LW201412 : 46.70875 - 123.30997	0.8			14	5	W	16	1900-2200
17	LW	Lincoln	2	Open Range U1	96	92	LW201410 : 46.68594 - 123.27122	1.4			14	5	W	23	800-1300
18	LW	Lincoln	2	Big Brown U2	79	76	LW201402 : 46.74715 - 123.08892	0.4	LW201403 : 46.74225 - 123.08393	0.0	15	3	W	32	300-700
19	LW	Lincoln	2	Snowbound U2	56	50	LW201414 : 46.68825 - 123.31825	0.0	LW201413 : 46.69141 - 123.31631	1.3	14	5	W	21	1600-2200
20	LW	Lincoln	2	Upper Seven U2	79	31	LW201421 : 46.60408 - 123.39825	0.0	LW201420 : 46.59925 - 123.38756	0.5	13	6	W	14	1000-1600

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specs.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location T	R	E/W	S	Elevation MIN-MAX
21	LW	Lincoln	2	Upper Seven U3	68	42	LW201420 : 46.59925 - 123.38756	0.0	LW201421 : 46.60408 - 123.39825	0.5	13	6	W	23	1400-2000
22	SH	Grn. Mtn.	2	Kamalani U4	32	28	SH201403 : 46.281 - 122.575	0.8	SH201404 : 46.273 - 122.556	0.0	9	2	E	9	1800-2000
23	SH	Grn. Mtn.	2	Kamalani U1	20	19	SH201403 : 46.281 - 122.575	0.1	SH201404 : 46.273 - 122.556	0.7	9	2	E	9	1500-2000
24	SH	Grn. Mtn.	4	Woodland Hts Sort U4	93	76	SH201411 : 45.99282 - 122.60162	0.3	SH201412 : 46.00208 - 122.60156	0.0	6	2	E	18	1800-2600
25	SH	Grn. Mtn.	4	Woodland Hts Sort U3	55	38	SH201409 : 45.97490 - 122.63599	0.0	SH201410 : 45.97890 - 122.62932	0.2	6	1	E	25	1400-2100
27	SH	Grn. Mtn.	2	Jackhammer U1	95	88	SH201405 : 46.285 - 122.506	0.0			9	2	E	1	1700-2200
28	SH	Grn. Mtn.	2	Jackhammer U2	57	50	SH201405 : 46.285 - 122.506	0.5			9	2	E	12	2300-2700
29	SH	Stella	6	Practice Burn U1	33	31	SH201401 : 46.199 - 123.232	0.0			8	4	W	6	700-800
30	SH	Stella	1	Practice Burn U1A	33	31	SH201401 : 46.199 - 123.232	0.0			8	4	W	7	600-800
31	SH	Stella	1	Relay U1	29	26	SH201402 : 46.291 - 123.173	0.1			9	4	W	3	1000-1400

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specs.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location T	R	E/W	S	Elevation MIN-MAX
32	SH	Stella	1	Relay U2	40	37	SH201402 : 46.291 - 123.173	0.1			9	4	W	3	1400-1700
33	SH	Stella	1	Practice Burn U2	21	19	SH201401 : 46.199 - 123.232	1.0			8	5	W	1	875-924
34	SH	Grn. Mtn.	1	Crosswired U1	30	26	SH201409 : 45.97490 - 122.63599	0.0	SH201410 : 45.97890 - 122.62932	0.5	6	1	E	25	1400-1800
35	SH	Grn. Mtn.	1	Crosswired U2	35	18	SH201410 : 45.97890 - 122.62932	0.7			6	1	E	25	611-1370
36	YA	Silver Star	1	Tombstone U3	45	41	YA201406 : 45.73980 - 122.35785	0.2			3	4	E	18	1207 - 1617
37	YA	Silver Star	3	Mid Lacamas U1	47	42	YA201401 : 45.7228 - 122.3684	0.3			3	3	E	25	734 - 1251
38	YA	Silver Star	3	Mid Lacamas U2	44	40	YA201401 : 45.7228 - 122.3684	1.1			3	3	E	25	935 - 1354
39	YA	Silver Star	1	Cedar Rock Sorts U6	39	34	YA201406 : 45.73980 - 122.35785	1.2			3	4	E	20	1386 - 1734
40	YA	Cougar	3	Upper Speelyai U1	44	40	YA201402 : 46.0501 - 122.3371	0.8	YA201403 : 46.0627 - 122.3405	0.1	7	4	E	29	1924 - 2650
41	YA	Cougar	3	Upper Speelyai U2	68	64	YA201402 : 46.0501 - 122.3371	0.6	YA201403 : 46.0627 - 122.3405	0.5	7	4	E	30	1693 - 2622

*Spray Acres are estimated (no deductions for water buffers). Payment will be made on acres applied to contract specs.

Unit #	Silv Work Unit	Local	Herbicide Mix	Unit Name	Unit Acres	*Spray Acres	HP #: HP Coordinates	Miles To HP	Alt HP Coordinates	Miles to Alt HP	Legal Location T	R	E/W	S	Elevation MIN-MAX
42	YA	Cougar	3	Upper Speelyai U3	31	26	YA201402 : 46.0501 - 122.3371	0.2	YA201403 : 46.0627 - 122.3405	0.7	7	4	E	32	1521 - 2108
43	YA	Silver Star	3	Quickdraw U1	64	49	YA201404 : 45.80648 - 122.32677	0.4			4	4	E	29	1043 - 1451
44	YA	Silver Star	3	Quickdraw U2	43	36	YA201404 : 45.80648 - 122.32677	1.0			4	4	E	29	861 - 1128
45	YA	Silver Star	3	Quickdraw U3	67	51	YA201404 : 45.80648 - 122.32677	0.7			4	4	E	29	950 - 1430
46	YA	Silver Star	3	Quickdraw U4	66	52	YA201404 : 45.80648 - 122.32677	0.0			4	4	E	28	1165 - 1439
47	YA	Cougar	1	Lower Schmidt Cr U1	56	50	YA201405 : 46.0088 - 122.3996	0.0			6	3	E	14	1050 - 1666
48	YA	Silver Star	1	Fontina U2	68	55	YA201406 : 45.73980 - 122.35785	0.5			3	4	E	19	1200 - 1800
49	YA	Silver Star	1	Big Deal U1	30	27	YA201406 : 45.73980 - 122.35785	0.8			3	4	E	17	1100 - 1400

Herbicide Formulations and Anticipated Treatment Window				
Herbicide Formulation #	Product Name	Rate: oz/acre	Anticipated Treatment Window	Comments
1	Rodeo	48	7/7/2014 to 8/29/2014	Standard site preparation tank mix
	Chopper GEN2	12		
	Oust Extra	4		
	Liberate	6.4		
2	Rodeo	48	7/7/2014 to 8/29/2014	Standard with reduced oust rate for planting P+0 (plug stock) or soils with low organic matter
	Chopper GEN2	12		
	Oust Extra	3		
	Liberate	6.4		
3	Rodeo	48	7/7/2014 to 8/29/2014	Site preparation for moderate woody vegetation
	Chopper GEN2	24		
	Oust Extra	4		
	Liberate	6.4		
4	Rodeo	48	7/7/2014 to 8/29/2014	Site preparation for heavy woody vegetation
	Chopper GEN2	24		
	Oust Extra	4		
	MSO	32		
5	Accord XRT II	48	7/7/2014 to 8/29/2014	Site preparation adjacent to powerline ROWs or heavy scotch broom seed banks
	Opensight	3		
	Oust XP	3		
	Liberate	6.4		
6	Rodeo	128	7/7/2014 - 8/29/2014	Site preparation for planting red alder
	Escort XP	2		
	Liberate	6.4		

*ESTIMATED PRODUCT TOTALS

Herbicide Formulation	Treatment Acres	Rodeo	Accord XRT II	Chopper GEN2	Oust Extra	Oust XP	Opensight	Escort XP	*Liberate	MSO
		gal.	gal.	gal.	lbs.	lbs.	lbs.	lbs.	gal.	gal.
Item 1	493	184.9		46.2	123.3	-	-	-	24.7	-
Item 2	862	323.3		80.8	161.6	-	-	-	43.1	-
Item 3	425	159.4		79.7	106.3	-	-	-	21.3	-
Item 4	114	42.8		21.4	28.5	-	-	-	-	28.5
Item 5	140	-	52.5	-	-	26.3	26.3	-	7.0	-
Item 6	68	68.0		-	-	-	-	8.5	3.4	-
Totals for 1453:	**2,102**	**778.3**		**228.1**	**419.6**	**26.3**	**26.3**	**8.5**	**99.4**	**28.5**

Important Reminders:

* Product totals are estimated and may vary based on quantity treatment acreage variation due to buffers, etc.

See page 18 of contract for allowable product substitutions

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

REQUIRED HERBICIDES AND MISCELLANEOUS NOTES

Herbicide Shall Be:

1. **EPA #62719-324**
   Glyphosate, N - (phosphonomethyl)glycine, in the form of its isopropylamine salt; 53.8% active ingredient (5.4 pounds per gallon glyphosate acid)
   Trade name: **Rodeo/Accord Concentrate**
2. **EPA #62719-556**
   Glyphosate, N - (phosphonomethyl)glycine, in the form of its dimethylamine salt; 50.2% active ingredient (4.0 pounds per gallon glyphosate acid)
   Trade name: **Accord XRT II**
3. **EPA #352-601**
   Sulfometuron methyl {Methyl 2-[[[[(4,6-dimethyl-2-pyrimidinyl)amino]-carbonyl]amino]sulfonyl]benzoate}; 75% by weight active ingredient
   Trade name: **Oust XP**
6. **EPA #352-622**
   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: **Oust EXTRA**
7. **EPA #352-439**
   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: **EscortXP**
8. **EPA #241-430**
   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 (2.0 pounds acid per gallon)
   Trade Name: **Chopper GEN2**
9. **EPA #62719-597**
   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: **Transline**

Adjuvants Shall Be: *If Liberate is not used as adjuvant, a compatible drift retardant must also be in every load (crosshair or compadre).

1. **WA Registration #34704-50030** Lecithin, methyl esters of fatty acids and alcohol ethoxylate: 100% active ingredient
   Trade name: **Liberate**
2. **WA Registration #2935-00004** Ethylated seed oil: 3-(3-hydroxypropyl)-heptamethyltrisiloxane, ethoxylated acetate; polyoxyethylene doleate; Polyol alkyl ethoxylate: 100%
   Trade name: **Syl-Tac**
3. **WA Registration # 2935-03001** Methyl Soyate, Nonylphenol Ethoxylate blend: 100%
   Trade name: **Superspread MSO**
4. **WA Registration # 34704-07001** Methylated vegetable oil, alcohol ethoxylate, phosphatidylcholine: 100%
   Trade name: **MSO Concentrate with LECI-TECH**
5. **WA Registration # 34704-06004** Lecithin, alcohol ethoxylate, methyl esters of fatty acids
   Trade name: **Compadre** (drift control agent)
6. **WA Registration # 2935-11001** Modified Vegetatble Oil, amine salts of organic acids and organic acid: 100%
   Trade name: **Crosshair** (drift control agent)

Herbicide Carrier Shall Be:

1. Water

Section IV Forms

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

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. Washington Department of Agriculture Commercial Applicator License numbers for Company.

3. Evidence of Current WSDA applicator license for all pilots, aircraft that will perform work on the contract.

4. Any other documents required herein.

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:	_____

Pre-flight Checklist

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

Done?	Task	Reminders
☐	Safety Check	Review safety risks to helicopter, personnell and public specific to the unit prior to reconn flight and starting application
☐	Batch Check	Verify weather, herbicide formulation, treatment acreage and herbicide quantities prior to beginning batching.
☐	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
☐	Reconn Flight	Required by contract unless Compliance Forester authorizes virtual reconn
☐	Virtual Reconn Flight	Compliance Forester to document reasons that justify virtual reconn flight
☐	Radio Check	Verify pre-flight radio contact between pilot and lead Compliance Forester
☐	GPS Check	Verify satellite coverage, operability of the GPS software, hardware with pilot so the treatment file flightlines are usable.
☐	Shapefile Check	Verify the treatment boundaries are present in the GPS screen in the helicopter and accurately represent treatment boundaries during reconn, **check shapefile, unit map for proper capture of all interior stream buffers**
☐	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.
☐	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.

***Regulatory 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 in tank mix at all times for DNR contracts, follow water buffers for all revised Oust Labels.

Unit Name(s): _____

Pilot Signature: _____

Compliance Forester Signature: _____

Date: _____

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.	493	$_____	$ _____	$_____	$ _____
2.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	862	$_____	$ _____	$_____	$ _____
3.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	425	$_____	$ _____	$_____	$ _____
4.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	114	$_____	$ _____	$_____	$ _____
5.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	140	$_____	$ _____	$_____	$ _____
6.	Aerial Helicopter Herbicide Treatment per all contract terms and specifications.	68	$_____	$ _____	$_____	$ _____
N/A	**TOTALS: (on all Bid Items 1-6 above, all-or-nothing)**	**2,102**			**Contract Price:**	**$ _____**

[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.

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: _____

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 _____, 2014.

Contract Administrator	Date	Region Manager	Date