

STATEMENT OF WORK

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
OFFICE OF PARKS AND FORESTRY**

BUREAU OF FORESTRY

COMPETING VEGETATION REMOVAL CONTRACT

Dense Mountain Laurel

Forest District 7 (Bald Eagle State Forest)

127 Acres

Peter Johnson
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Bureau of Forestry
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A. SCOPE OF WORK:

The Department of Conservation and Natural Resources (The Department), Bureau of Forestry, Bald Eagle State Forest (Forest District 7), requires the services of a contractor to apply herbicide to an estimated total of 127 acres of State forest lands in the Bald Eagle State Forest on 2 contiguous spray blocks. The herbicide is necessary to control competing vegetation consisting primarily of thick mountain laurel cover.

The treatment area consists of uncut forest stands. More specific information about each herbicide spray block is found in Appendix A.

This contract may be accomplished with machine or by hand.

NOTE: The Contractor must provide the herbicide, but the Department will reimburse the Contractor for the actual cost of herbicide applied to each spray block based upon the invoiced cost to the Contractor from the herbicide supplier. **Therefore, do not include the actual cost of herbicide in your bid.**

This contract is reserved for the Small Business Procurement Initiative as designated in Executive Order 211-09 dated November 21, 2011. Only Self Certified Small Businesses which have been certified by the Department of General Services prior to the bid opening date and time may submit a response. Your self-certification form from the Department of General Services should be submitted along with your Invitation for Bid (IFB) response. Failure to produce a valid Self Certified Small Business certificate (which must be dated prior to the opening date of this IFB) shall render your submission non-responsive. For more information on the Department of General Services Small Business Self Certification process, please visit: www.smallbusiness.pa.gov.

Any questions concerning the technical aspects of this bid should be directed to Peter Johnson at 570-922-3344 (address listed on title page). Questions concerning the contract or bidding procedures should be directed to Nancy Weibley at 717-783-4884.

B. LOCATIONS:

A topographic map with the locations, acreages, and other details of the spray blocks are provided in Exhibit A. Prospective bidders desiring the opportunity to inspect larger scale forest district maps are advised to contact the Bureau of Forestry, Bald Eagle State Forest, at the address given on the title page. District maps will be made available as needed.

C. CONTRACTOR QUALIFICATIONS:

1. Only Self Certified Small Businesses which have been certified by the Department of General Services may submit a response to this IFB (Invitation for Bid). For more information on the Department of General Services Small Business Self Certification please visit www.smallbusiness.pa.gov.
2. A Contractor must have the office, maintenance facilities, equipment, employees, and qualified equipment operators and mechanics, and have tools, equipment, and spare parts for the make and type of equipment indicated in these specifications.

Bidders must supply proof that they have completed at least a 100 acre contract in a single spray season. The Bureau of Forestry reserves the right to ask for at least 3 references before awarding any contract.

3. Pesticide Application Business License - The Contractor must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture (PADA) in the category appropriate for ground spraying of forests.

4. Registered To Do Business in Pennsylvania - Out-of-state incorporated contractors and out-of-state incorporated subcontractors must obtain a certificate of authority from the Pennsylvania Department of State before doing business in the Commonwealth, in accordance with Section 103 of the Act of December 21, 1988, (P. L. 1444, No. 177), as amended, known as the Business Corporation Law of 1988, 15 Pa. C.S.A. 4101 et seq. This section states the manner for procuring a certificate of authority to do business in the Commonwealth and states certain activities the performance of which by an out-of-state business corporation is not considered to be doing business in the Commonwealth for purpose of procuring a certificate of authority. One such excluded activity is "conducting an isolated transaction completed within a period of 30 days and not in the course of a number of repeated transactions of like nature" [15 Pa. C.S.A.4122 (a)(10)]. Contact the Pennsylvania Department of State, Corporation Bureau, 308 North Office Building, Harrisburg, PA 17120 (717-787-1057) for instructions and the necessary form. A copy of the approved registration must be provided to the Department.

D. INSURANCE REQUIREMENTS:

The contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

- a. Workmen's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- b. Public Liability and Property Damage Insurance to protect the Commonwealth, the contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims - made policies and shall not contain endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "The Commonwealth of PA-DCNR" as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. These certificates shall include the location and a brief description of the work to be performed under the contract.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor. Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

E. CONTRACT TERM AND SPRAY DELIVERY DATES:

All contracts must be completed by the termination date. The contract term shall begin August 1, 2015, and expire November 30, 2015.

The actual spray service delivery dates for the individual blocks are in October as detailed in Appendix A. The contract spray delivery dates are generally a compromise to most effectively treat mountain laurel. Weather conditions and foliage conditions vary greatly from year to year, but each project has been assigned the earliest acceptable starting date and latest acceptable completion date. These dates are listed in Appendix A. **The dates can be modified plus or minus 7 days upon the agreement of the district, monitoring specialist and contractor. All 3 must be in agreement, or else the dates in Appendix A will strictly be adhered to.**

Option to Extend: The Department of Conservation and Natural Resources reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and

conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months to enter into a new contract.

F. CANCELLATION AND ADDITION OF SPRAY BLOCKS BY THE DEPARTMENT:

Projects may also be canceled for unforeseen conditions. Spraying will be prohibited at any site where the Field Contract Coordinator has determined that spray conditions are no longer suitable. Such conditions may include but are not limited to: drought, frost, premature leaf drop, brown (dead) foliage or when 25% or more of the foliage has yellowed. The decision to spray or not may be made in consultation with the Contractor, but the responsibility for the decision is solely with the Field Contract Coordinator.

Also, the Bureau routinely does environmental reviews prior to spraying. Occasionally the results of those reviews are not available prior to bidding. An example of this is that a particular endangered violet may not be identifiable until after contract awards are completed in the spring. If that environmental review determines that a block is unsuitable for spraying, the Department may cancel that spray block.

We desire to avoid cancellations, but will not waste spray if cancellations become necessary. **No compensation will be made for cancelled blocks.** Occasionally though the Department may have an additional spray block or blocks that may become available for substitution, but it is at the Contractor's discretion whether to accept additional spray blocks.

G. DEPARTMENT PERSONNEL:

The Department will furnish personnel to supervise and direct the spray operation in the following capacities:

- a. **PROGRAM SUPERVISOR** - The Chief of the Silviculture Section or his designee is responsible for the overall operation of the vegetation control program and represents the Department in settling minor contractual matters.

Scott Miller
Phone: (717) 772-0272
FAX: (717) 783-5109

Silviculture Section
PO Box 8552
400 Market St., 6th Floor RCSOB
Harrisburg, PA 17105-8552

- b. **MONITORING SPECIALIST** - This person is responsible for specifying and approving spray systems, troubleshooting problems with mix and spray systems, monitoring calibration and characterization procedures, analyzing quality control checks, and enforcing safety requirements.

Peter Johnson
Phone: (570) 922-3344
FAX: (814) 922-4696

Bureau of Forestry
Bald Eagle State Forest
18865 Old Turnpike Rd.
Millmont, PA 17845

- c. **FIELD CONTRACT COORDINATORS** - These persons are Forest District Managers (District Foresters) or their designee who serve as the Department's field liaison with the Contractor and are responsible for reviewing and approving/disapproving the spraying operations plan, verifying calibration of all spray equipment, verifying acceptable spraying conditions, and conducting quality control checks on the spray equipment and application during the spraying operations. This person is responsible for coordinating the activities of all people working on the program within a forest district and communicating with the Contractor's project supervisor concerning any operational problems or changes in plans. He also provides regular reports of the operation to the program supervisor. **This person must be on site when herbicide is being applied. This can be waived if agreeable to the field contract coordinator. If it is not waived and the contractor insists on spraying, loss of payment for those acres sprayed will result.** A list of the District Foresters with contact information is found in Appendix B.

H. CONTRACTOR PERSONNEL REQUIREMENTS:

1. PROJECT SUPERVISOR - The Contractor must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention. This person must be familiar with all equipment being used and, as necessary, must be certified or registered as required by the Pennsylvania Pesticide Control Act rules and regulations of the Pennsylvania Department of Agriculture.

If the project involves the use of no more than one loading zone at any given time, a spray equipment operator or ground-support person may serve as the project supervisor. If the project involves the simultaneous use of two or more loading zones, the project supervisor must not be assigned to regularly operate spray equipment or serve as ground support for any equipment.

All ground-support personnel and equipment operators must be familiar with the equipment's spray system and knowledgeable of calibration techniques. Providing people with no training or no prior experience is not permitted. All personnel provided by the Contractor must understand and be fluent in English. All ground personnel and equipment operators involved with the mixing of herbicide must be supervised, certified, or registered as required by the Pennsylvania Pesticide Control Act rules and regulations of the Pennsylvania Department of Agriculture.

All ground-support personnel and equipment operators must be equipped and trained to take proper action in an emergency. These people must observe all safety precautions in handling and mixing the herbicides and in refueling the spray equipment.

2. SPRAY EQUIPMENT OPERATORS

a. QUALIFICATIONS - The Contractor must provide equipment operators that are qualified to operate the spray equipment specified in the bid in a safe and efficient manner while keeping damage to the residual stand to a minimum. The Department reserves the right to decide when damage is becoming excessive.

b. MAP COMPREHENSION - Each equipment operator must demonstrate proficiency at reading and navigating from the maps or other images used to identify and locate treatment areas.

c. PESTICIDE APPLICATOR CERTIFICATION - Each spray equipment operator must be certified in the appropriate category by the Pennsylvania Department of Agriculture for the type of spraying being done.

d. DEPARTMENT'S RIGHT TO REJECT - The Department reserves the right to reject the Contractor's use of any spray equipment operator who, in the Department's opinion, has performed unsatisfactorily in previous operations whether in Pennsylvania or elsewhere.

e. EQUIPMENT OPERATOR RESPONSIBILITY - The spray equipment operator is responsible for the accurate and proper application of the herbicide spray to the designated site using good application delivery procedures as generally recognized as correct by professionals in the ground application industry. The spray equipment operator is responsible at all times for the safe operation of the spray equipment. The equipment operator is responsible for the identification and avoidance of all hazards in the operation area.

f. SPRAY EQUIPMENT OPERATOR PROTECTIVE GEAR - All spray equipment operators and ground personnel must wear protective gear provided by the Contractor as specified by the specimen label requirements.

g. COMMUNICATIONS - The Contractor must provide for radio communication with all contractor employees on the job site and at least one (1) radio for Department personnel to use. The equipment operator must be fluent in English sufficient to communicate effectively with Department employees.

I. GENERAL SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS:

1. SAFETY - The Contractor is required to conduct all operations in a safe manner and to have a well-defined, written safety plan. The Contractor must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies. All Contractors and Department personnel must be briefed by the Contractor in their use. **By August 30, the Contractor must supply the Program Supervisor with a copy of the Contractor's safety plan along with a written narrative explaining how the Contractor will deal with a major (100+ gallons) fuel and/or herbicide spill at the loading site and a major dump of herbicide in a spray block.** The safety plans will be reviewed with all involved Department and Contractor personnel prior to the start of the spraying operations.

The Contractor is also required to abide by all provisions of the Department's Work and Safety Plan.

All interested vendors must complete Appendix D – Contractors Report on Personnel and Equipment, and submit it with their bid.

2. WEATHER RESTRICTIONS - Using the following guidelines, the Field Contract Coordinator, when present on site, will determine when weather conditions are acceptable for spraying operations to be conducted. In the absence of the Field Contract Coordinator or in the absence of contact with him, the Contractor is responsible for making the determination if weather conditions are acceptable for spraying. Whether the Field Contractor is present or not, **the Contractor is required to record weather conditions on the block spray record (Appendix C) at the beginning and end of the day and at several points in between.**

a. WIND VELOCITY - Wind velocity must be 10-mph or less in the open or 4-mph or less under a forest canopy when measured in or near the spray block with a hand-held wind gauge. If excessive drifting of the spray cloud occurs because of higher wind velocity above the forest canopy, spray operations must be suspended even though surface-level wind conditions meet the above conditions. Caution must also be exercised when dead calm conditions exist because of the formation of temperature inversion layers. Under such conditions, the smaller droplets in the spray cloud will remain suspended and will not settle into the forest floor. Spray operations must be curtailed until such conditions clear.

b. PROBABILITY OF PRECIPITATION - Probability of precipitation within two (2) hours after the completion of spraying must be 50 percent or less. This probability of precipitation is provided by Flight Service Weather (1-814-234-9412), National Weather Service (use closest local source), or other contracted weather forecasting source.

c. RELATIVE HUMIDITY - Relative humidity must be high enough to prevent evaporation of the smaller droplets in the spray cloud before they contact the foliage (large droplets may still be deposited). **Spray deposition must be monitored closely when relative humidity drops below 50 percent with spraying curtailed when excessive evaporation is detected.**

d. AIR TEMPERATURE - Air temperature in the shade at approximately five feet above the ground must be 40 to 80 degrees Fahrenheit. **Spraying may continue above 80 degrees Fahrenheit if thermals are not developing and the spray cloud is settling into the forest floor without excessive evaporation.**

e. WET FOLIAGE - Foliage must not be dripping wet either from precipitation or overnight dew.

f. PALMER DROUGHT INDEX – Spraying will not be permitted in any spray block where the Palmer Drought Index for the county is –2 or lower. Spraying may resume when the drought index rises above –2.

3. RECONNAISSANCE - A reconnaissance walk may be required by the spray equipment operator over each spray block prior to treatment to ascertain the block layout and to identify and avoid any hazards. If the spray equipment operator has difficulty in conducting adequate reconnaissance and/or in orienting with the spray blocks, the Contractor is required to supply a ground guide to preview all spray blocks prior to spraying.

Where it is agreed to be advantageous, by the Department and the Contractor, the Department will provide a person familiar with the area to help conduct the reconnaissance to locate and delineate boundaries of the spray areas. Reconnaissance time may not be billed separately to the Department.

4. ACCURACY - The Contractor must guarantee a complete and accurate coverage of the designated areas within the spray block. The spray application is monitored for accuracy by Department personnel who look for uniform coverage and acceptable droplet size in the designated areas. If any designated area is missed or improperly treated, it must be re-sprayed at the Contractor's expense. Mistreated acres cannot be billed until corrected. If not corrected, a penalty of one hundred (\$100.00) dollars per mistreated acre may be assessed.

Care must be exercised in keeping all spray material within the designated block boundaries and away from areas designated as being sensitive to the spraying. Contractor personnel are expected to know the location of treatment areas. Care must also be exercised by the spray equipment operator in keeping spray drift out of open water. **Spraying adjacent to State Forest boundaries, roads, streams and pipelines will require the contractor to start application on the block boundary and spray chemical from only one side of the machine into the block.** Material applied off designated sites or to any sensitive area by the Contractor may result in a separate penalty of one hundred (\$100.00) dollars per mistreated acre. All application costs associated with such incidents are the responsibility of the Contractor and cannot be charged to the Commonwealth. The Program Supervisor may also deem such incidents a spill. Any off-site and sensitive area treatment areas must be noted on the Daily Spray Record (Appendix C). Any penalty values can be deducted from Contractor payments.

5. EQUIPMENT RECALL - The Contractor may be recalled to treat any areas that were missed or to retreat areas because of faulty application, wash-off, or inadequate herbicide effectiveness. The Program Supervisor will resolve any disputes between the Contractor and the Field Contract Coordinator.

a. The Contractor will be compensated for any recall spraying or respraying that results from wash off if the recommendation to spray was given by the field contract coordinator. If the contractor decides against the recommendation of the field contract coordinator and sprays, any respraying due to wash off will be at the Contractor's expense for application and chemical costs. Determining the acreage to be resprayed will be undertaken by the Program Supervisor with input provided by the Field Contract Coordinator for each District as described below.

b. Recall spraying and respraying resulting from misses and faulty application will be at the Contractor's expense. The Contractor will be required to treat, without any additional compensation, areas not treated due to skips, faulty application or equipment limitations that were not immediately readily apparent after initial application. The Program Supervisor will make this decision within the current contract period and will transmit a final written decision to the Contractor with the exact locations and time frames that these areas must be retreated. Thereafter, the Contractor will be required to complete the retreatment by the date specified in the Program Supervisors letter. These areas may be treated with the Contractor's primary spray equipment, small backpack type mist blowers, ATV mounted sprayers, or equivalent equipment at the Contractor's option.

Any block with more than fifteen (15) percent of the area rated as unacceptable must be retreated.

6. MARKING - The boundary of each spray area will be surveyed using GPS technology to calculate acreages. On all the spray areas the boundary is further delineated by painting the spray area boundary trees with a one (1) inch band of orange paint at DBH. These will be painted so that one can readily be seen from another. Spray areas are numbered and the numbers are painted with orange paint on spray area boundary trees facing outside the block. These numbers are placed only on enough trees to thoroughly designate the area. **Payment will be based on the Department's surveyed acreage.**

7. SPRAY TIME POLICY - Because of the short spray window available, it is essential that advantage be taken of any acceptable spray weather within the limits imposed by foliage development, work-hour limits, certain time-of-spray restrictions and safety considerations. Therefore, spraying should take place whenever weather conditions permit, including evenings and weekends. If the Contractor fails to successfully treat or retreat a project in a timely fashion due to poor work habits and/or a late start on the contract, the Program

Supervisor may assess the Contractor a penalty of one hundred (\$100.00) dollars per project acre not completed. The penalty value may be billed or deducted from Contractor payments.

8. TIME-OF-SPRAY RESTRICTIONS - Spraying must be curtailed at certain times in certain situations to avoid potential conflicts with land users.

9. GROUNDSPEED AND SPRAY WIDTHS - Spray equipment ground speed may not exceed 1.5 miles/hour when applying herbicide to spray blocks. The Department has also established approximate maximum spray swath widths in feet for each project listed in Appendix A. The Contractor will be required to apply spray materials at the widths and speed listed. However, if the Contractor's spray machine is capable of exceeding the limits listed, the Contractor must prove to the Department's satisfaction that adequate coverage is safely maintained on target vegetation.

10. SPILL CLEANUP EXPENSES - The Contractor is responsible for all cleanup activity and costs resulting from any contamination caused by the accidental or intentional spilling, leakage, or dumping of herbicide, fuel, oil, or any other contaminant from Contractor supplied equipment. Contractor will indemnify and hold harmless the Commonwealth for any such incident.

11. DAMAGE TO COMMONWEALTH PROPERTY - The Contractor shall be responsible for any damage to Commonwealth property and timber resulting from the improper use of equipment for this spray operation. The Contractor will be given one (1) written warning that damage is becoming excessive and if the action continues, damages will be assessed.

a. TIMBER DAMAGES - When, in the opinion of the Field Contract Coordinator, damage to the residual stand becomes excessive, the Contractor shall pay the Department a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Contractor's carelessness or negligence is less than \$10.00 per tree, then a minimum charge of \$10.00 per tree will be made whether the tree is commercial, non-commercial, merchantable or non-merchantable.

b. STATE FOREST FACILITIES - Contractor shall immediately repair, in a manner which meets with the approval of the Field Contract Coordinator, any damage to State Forest roads, deer fences and other facilities, including camp access roads, resulting from their use for this spray operation, general wear and tear excepted. Field Contract Coordinator may notify the Contractor in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage.

12. FIELD EXPENSES AND TRANSPORTATION - Costs incurred in the operation and maintenance of all contractor equipment is the responsibility of the Contractor. Expenses incurred by all Contractor personnel including arrangements for food, lodging, and transportation are the responsibility of the Contractor. The Contractor must secure all required bonds and permits for all roads and bridges needed to access spray areas prior to beginning operations.

13. DEPARTMENT NOTIFICATION - The Contractor must make arrangements during business hours (Monday through Friday, 8:00 a.m. - 4:00 p.m.) and at least one business day in advance to have the Field Contract Coordinator or his designee present in the field when new projects are started in a district.

14. DAILY SPRAY EQUIPMENT RECORD - The Contractor will keep an accurate record of the herbicide solution measured into the spray equipment and the acreage treated on a copy of the Daily Spray Equipment Record form in Appendix C. A copy of the Daily Spray Equipment Record, signed by the spray equipment operator, will be provided by the Contractor daily. The Contractor will not be paid for any herbicide that is applied in unauthorized areas or is jettisoned accidentally or in emergencies. The spray equipment operator signature indicates agreement with the data on the form. **Payment is based upon agreed surveyed acreage treated, not gallons sprayed.**

J. HERBICIDES AND ADJUVANTS:

1. PURCHASING, STORAGE, AND TRANSPORTATION - The Contractor must purchase the herbicide used on this project, pay all applicable sales and use taxes. The Contractor will provide the Department with a copy of the herbicide supplier's invoice(s) for herbicide used on the contract. The Contractor must arrange for

delivery of the product to a suitable site where it will be secure and protected from damage. The Contractor must assure that adequate supplies of herbicide are strategically located in the contract area to assure an efficient operation. The Contractor must also assure that its personnel and Department personnel are aware of the locations of these supplies. Commonwealth property may be used to store spray material and equipment if prior arrangements are made with the District Forester. The Commonwealth is not responsible for spills or theft of chemicals in storage. The Contractor is also responsible for handling and transporting the herbicide from the storage site to the equipment-loading zone.

2. **MSDS** - The Contractor must keep a copy of the Material Safety Data Sheet (MSDS) available on site throughout the course of the project for any herbicide or other materials requiring an MSDS that are supplied by the Contractor for the project.

3. **HERBICIDES** - All spraying will be conducted with Garlon 4 Ultra.

4. **ACCEPTABLE Garlon 4 Ultra FORMULATIONS** – All Garlon 4 ultra will be applied diluted in water at a final spray volume of forty (40) fluid gallons per acre. Areas that are treated with supplemental spray equipment will have Garlon 4 ultra applied diluted in water at a final spray volume of eight (8) fluid gallons per acre.

The following Garlon 4 Ultra formulation is acceptable:

<u>Product</u>	<u>AI Per Gallon of Product</u>	<u>Application Rate (AI/Acre)</u>	<u>Product Needed/Acre (Fluid Ounce) of Product</u>	<u>Acres Treated Per Gallon</u>
Garlon 4 Ultra	77.38 oz	3% - 92.8 oz	153.5 oz. (4.8 qt)	.83
	77.38 oz	2% - 61.9 oz	102.4 oz. (3.2 qt)	1.25

5. **ADJUVANTS** – Cide-Kick non-ionic adjuvant is required as part of the spray mix. This should be delivered at a rate of .8 quarts/acre (25.6 oz). The Contractor is required to have sufficient quantity of adjuvant for daily work at the worksite.

6. **CONTAINER DISPOSAL** - The Contractor is responsible for the proper disposal of all herbicide and adjuvant containers as specified on the product label.

7. **HERBICIDE MIXING**

a. **WATER FOR SPRAY SOLUTION AND DRAFTING ZONES** – The contractor is responsible for locating and supplying suitable water for spray operations. The contractor must notify the Department District Field Contract Coordinator of water drafting sites. **Care must be taken to not disturb bottom sediments when drafting water from streams. Cloudy water or water with otherwise visible levels of particulates may not be used.** Recommended water pH is 5.5 to 7.0. The Department reserves the right to reject any loading or water drafting zones it regards as unsuitable.

b. **MIXING PROCEDURES** - All herbicides must be mixed in strict accordance with the herbicide manufacturer's recommendations. Detailed mixing procedures along with allowable storage periods for the mixed herbicide are prepared by the Department for the formulations used based upon the manufacturer's recommendations and are given to all personnel involved in herbicide mixing. Granular herbicides must be added to the tank using a pre-mix system or they must be manually agitated and mixed prior to adding to the mix tank.

c. **APPLICATIONS/RATES/SPRAY VOLUME** - Final spray volumes per acre are as follows for all routine spraying:

Garlon 4 Ultra - 60.45% AI at a rate of 4.8 quarts/acre (3% block) or 3.2 quarts/acre (2% block) with Cide-Kick nonionic adjuvant at a rate of 25.6 oz/acre. The Garlon 4 and adjuvant will be dispensed with 40 gallons of liquid (including chemical) per acre.

8. SAFETY - The Contractor must follow all state and federal safety procedures that apply to general pesticide handling and to the specific material being used.

K. SPRAY EQUIPMENT:

1. GENERAL SPECIFICATIONS AND OPERATIONAL LIMITATIONS

a. EQUIPMENT - All equipment specified in these Contract specifications for use in or upon any spray equipment must meet all state and federal safety regulations. Spray equipment must be suitable and able to complete the project in adequate time. **Spray equipment must be capable of applying herbicide a minimum height of 10 feet. Consecutive spray passes must obtain coverage of the vegetation to a height of 10 feet which will result in some double application in the zone where 2 passes overlap.** The spray rig must be capable of navigating the terrain and forest conditions specified in this contract. Application machine must have a tank which is spill proof and leak proof. The Department reserves the right to reject any piece of equipment that in its opinion will not adequately complete the job.

b. EQUIPMENT CLEANING - All equipment which comes in direct contact with the herbicide must be kept thoroughly clean and free of residues and foreign particulate matter. **Spray equipment used to spray non-native invasives must be cleaned prior to coming on State forest lands if coming from an area with invasives.**

L. BID AWARD:

The bidder shall complete the following for award of the bid:

- complete the electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us;
- complete and electronically attach the Reciprocal Limitations Act Requirements form (attached); and,
- complete and electronically attach Appendix D.

The bid shall be awarded based on the lowest total sum.

The contractor's per acre price should include the cost of labor, insurance, superintendence, tools, equipment, all miscellaneous expenses and any other items necessary for completion of the tasks, **but not the herbicide. The contractor will be reimbursed for the actual cost of herbicide applied to each spray block based upon the invoiced cost to the Contractor from the herbicide supplier.**

Note: The bidder may already have one or more contract areas. If the bidder has one or more contracts, he must be able to perform all the work associated with said contracts in the required time frame and may be asked to submit additional evidence that this can be done prior to bid award. The Department reserves the right to award contracts as it determines to be in the best interest of the Department.

Services must comply with the dates described in Appendix A for each project, unless notified otherwise by the Department.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. Contractor shall be paid at the unit price bid for actual services performed and for the actual cost of herbicides used.

The Department will only accept out to two (2) decimal points when entering the "Unit Price" figure.

M. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acreage sprayed plus actual cost of herbicides used. Payment will be determined by the Department's surveyed acreage treated.

N. INVOICES:

The original invoices for this contract **MUST** be sent to the following address:

Commonwealth of PA - PO Invoice
P.O. Box 69180
Harrisburg, PA 17106

A copy **MUST** be sent to:

Peter Johnson
Bureau of Forestry
18865 Old Turnpike Road
Millmont, PA 17845
petjohnson@pa.gov

All invoices MUST have the Purchase Order Number as well as your SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information will result in a delay of payment.

O. CONTRACT TERMINATION:

The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. Contractor shall be paid for work completed.

P. CONTRACTOR REFERENCES:

After bid opening and prior to awarding of the contract, the Department has the right to request three (3) references (names, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract.

Q. RECEIPT AND OPENING OF BIDS:

1. Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us . Faxed bids and mailed bids **will not** be accepted.
2. No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

R. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/. The bids will be posted the morning following the bid opening. The results are apparent bidders and all bids are under review until final award of the purchase order.

Attachments

Appendix A

**Competing Vegetation Removal Project
Bald Eagle State Forest
071315 Kepperling Mountain Laurel Spray Project
Mifflin County, Armagh Township**

Block	Product	Al/gal. product	Application Rate	Product needed/acre	Acres Treated/gallon	Treatment Date
1 – 64 acres	Garlon 4 Ultra	77.38 oz	3% - 92.8 oz	153.5 oz (4.8 qt)	.83	October 15
2 – 63 acres	Garlon 4 Ultra	77.38 oz	2% - 61.9 oz	102.4 oz (3.2 qt)	1.25	October 15

APPENDIX D

Bid Number: 6100034875

Contractor:

Name of Contractor
Contractor SAP Vendor Number
Name of President or Owner (specify)
Address
Telephone Number

Subcontractor(s):

Name of Subcontractor
Name of President or Owner (specify)
Address
Telephone Number

On-Site Project Supervisor:

Name
Address
Telephone

Person Holding Pesticide Applicators License(s):

Name(s)
Applicator No:

Spray Equipment Operators:

Name(s)

Herbicide Formulation:

Trade Name

Spray Equipment:

Owner
Make/Model
Spray System Make
Tank Capacity (Gallons)
Operating Load Capacity (Gallons)
Inspection Location
Description of Ground-support Equipment