STATEMENT OF WORK

HEMLOCK WOOLLY ADELGID SUPPRESSION

Pennsylvania Department of Conservation and Natural Resources Office of Parks and Forestry Division of Resource Management and Planning

I. SCOPE OF WORK:

The Pennsylvania Department of Conservation and Natural Resources, Office of Parks and Forestry, requires the services of a contractor to treat approximately 100,000 diameter inches of hemlock trees per year with a ground-based insecticide application (i.e., no aerial applications) to suppress the Hemlock Woolly Adelgid (HWA) invasive insect species present in state park lands.

The contractor is responsible for the purchase of insecticide and any adjuvants used in this project, unless otherwise specified.

Questions regarding the technical aspects of this bid should be directed to the DCNR contact, Ryan Borcz, Cook Forest State Park Manager, at 814-744-8407 or e-mail rborcz@pa.gov. Questions regarding the contracting or bidding aspects of this bid should be directed to Nancy Weibley at 717-783-2566 or email nweibley@pa.gov.

II. BACKGROUND INFORMATION:

Hemlock Woolly Adelgid is an invasive insect native to Asia that has been present in Pennsylvania since 1967. Fluid feeding by this insect is responsible for needle loss, dieback and mortality of eastern hemlock. Under authority of Act No. 18 of 1995, the Department's Division of Forest Pest Management will supervise the Hemlock Woolly Adelgid (HWA) suppression project. It is anticipated 5 blocks, across an estimated 950 acres of nonfederal public lands, will be treated to suppress Hemlock Woolly Adelgid.

All proposed hemlock stands within treatment blocks: 1) have >30% live crowns, 2) have healthy populations of HWA, and, 3) are of high value for aesthetic and/or ecological reasons. The Department's goal is to treat 100,000 inches of hemlock trees per year through the use of contracted services.

TREATMENT SITES:

- Hemlock treatment blocks for the contract duration range from 50 acres to 350 acres.
- The department may add additional areas of similar block size, terrain, and stocking if conditions and new developments arise over the contract term. Additional blocks must be agreed upon by DCNR forest health division, DCNR state parks resource management division, and the awarded contractor.

- Due to the high density and large size of the hemlocks in the proposed treatment blocks, trees are selected for treatment by diameter limits to accommodate the label restrictions on amount of active ingredient applied per acre per year.
- Treatment sites are located on state park lands in Forest, Clarion, and Jefferson Counties.
- Each year's specific treatment blocks and inches may be adjusted based on Department needs prior to the beginning of each treatment year.
- To the extent possible, the Department will work to utilize available inches of treatment to complete a block prior to assigning inches in another block.
- Maps showing treatment area locations are attached.
- Local land managers (District Foresters, Park Managers, or Department Representative) will prepare work orders against this purchase order.

EXAMPLE INCHES ESTIMATE PER TREATMENT BLOCK - TREATMENT YEAR 2018

	Block	Diameter Limit	Acres	Estimated Treatment Inches	
1	All Blocks	Varies by	950	100,000	
		Block			
2	Cathedral	10"-12"	268	17,547	
	(A) Block	DBH			
3	Cook Trail	27"-30"	97	7,517	
	North (D)	DBH			
	Block				
4	Cook Trail	27"-31"	175	20,501	
	South (E)	DBH			
	Block				
5	Seneca (T)	13"-20"	85	16,065	
	Block	DBH			
6	Seneca (S)	21"-26"	325	38,370	
	Block	DBH			

NOTE: Payment shall be for actual tree diameter (DBH) inches treated, as determined by a Department representative.

III. TECHNICAL TASKS:

APPLICATION:

- All applications shall use an Imidacloprid 75WSP product. All products must be EPA registered. An alternate formulation may only be substituted upon approval from DCNR contact. If an alternate formulation is approved, it must be applied at an equivalent dose.
- All trees less than 24" DBH shall be treated at 0.025 oz. active ingredient per inch DBH.
- All trees greater than 24" DBH shall be treated at 0.050 oz. active ingredient per inch DBH.
- A theoretical application rate could be 1 1.6 oz. packet Imidacloprid 75 WSP mixed with water to a final volume of 24 fl. oz. applied at a rate of 0.5 oz. per inch DBH for trees less than 24" DBG, and applied at a rate of 1 oz. per inch DBH for trees greater than 24".
- All applications must comply with label restrictions for amount per acre per year.

- Treatments shall only be made to soil. Treatments shall not be made to areas with surface water, saturated soil, or areas of extensive rock.
- Applications shall be made evenly around the base of the tree trunk no more than 6-12 inches out from the base. Injection holes should be approximately 2-3" deep.
- Calibrated Kioritz, NuArbor 1-2 Root Injector, hydraulic, or other approved soil injection system, in good working condition following manufacturers application instructions, are permitted. Any alternate application technique must be approved by DCNR.
- Avoid application to dry soil or droughty conditions.
- Application should be conducted between April 1 and June 30, or September 1 and October 31.
- Use of ATV's and other motorized vehicles on park trails must be pre-approved by Park Manager.

QUALITY ASSURANCE:

- Contractor must supply schedules of application with information on site and treatment dates/times to the Department Representative.
- Spot checks for contract compliance will be carried out by DCNR and Pennsylvania Department of Agriculture inspectors.

IV. OBLIGATIONS OF THE CONTRACTOR:

GENERAL: The Contractor is obligated to furnish insecticide application, support equipment, and personnel necessary to produce an insecticide application in accordance with this Statement of Work and resulting purchase order.

PROGRESS REPORTING: Contractor will provide progress maps biweekly to the Park Manager or designee to include acres treated and inches treated, as well as a year-end summary with both criteria included.

INSECTICIDES AND ADJUVANTS: The Contractor is responsible for the purchase of insecticide and any adjuvants used in this project unless otherwise specified. The Contractor will not be compensated for any Contractor-supplied insecticide or adjuvants that are lost, spilled, dumped, or otherwise made unavailable.

The Contractor must purchase the insecticide used on this project and arrange for delivery of the product to a suitable site where it will be secure and protected from damage.

The Contractor is also responsible for handling and transporting insecticide from the storage site to the application areas.

MSDS: The Contractor must keep a copy of the Material Safety Data Sheet available on site throughout the course of the project for any insecticides or other materials.

FIELD EXPENSES AND TRANSPORTATION: Costs incurred in the operation and maintenance of all contractor equipment are the responsibility of the Contractor.

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 insecticide, fuel, oil or any other contaminant from Contractorsupplied equipment.

SAFETY PLAN: 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 Contractor and Department personnel must be briefed by the Contractor in their use.

V. COMMENCEMENT OF WORK:

Notification of work will begin with receipt of a Work Order Form. Upon notification by the Department Representative, contractor should be able to start project within seven (7) days, and completed within thirty (30) days.

VI. CONTRACT TERM:

The contract shall commence upon execution and receipt of purchase order and Notice to Proceed notification, and terminates October 31, 2018. Service delivery dates may vary but will begin no earlier than the date of the contract approval and end no later than October 31, 2018.

Further, the parties may agree to renew this contract up to four (4) additional annual terms, with a final termination date of October 31, 2022, upon the same terms and conditions set forth in the contract. The Department, based on past contractor performance, may negotiate an increase in the unit price(s) by a rate not to exceed 3%.

The Department will reach out to the Contractor no later than June 30th, prior to the termination date, to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than August 31 prior to the termination date. The renewal notice should be mailed or faxed to:

DCNR Bureau of State Parks Cook Forest State Park Attn: Ryan Borcz, Park Manager 113 River Road P.O. Box 120 Cooksburg, PA 16217-0120

Fax: (724) 865-9075 E-mail: <u>rborcz@pa.gov</u>

VII. CONTRACTOR REFERENCES/QUALIFICATIONS:

After the bid opening and prior to awarding of the contract, the Department has the right to request 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. They may also request list of equipment owned, current Pesticide Applicator Licenses, etc. The Department reserves the right to reject any and all bids.

VIII. BID AWARD:

Bidder must complete and return the following for award of the bid:

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,

The bid price shall include the cost of insecticides and adjuvants, labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks.

The bid will be awarded based on the lowest total sum of all the blocks. Bidder will bid on price per inch. The Department's goal is to treat 100,000 inches of hemlock trees per year.

In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

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

Due to budgetary constraints, the Department reserves the right to award any combination of blocks to one vendor only as deemed appropriate if total bid award exceeds available funds.

Note: The Department will only accept out to two (2) decimal points when entering your bid.

IX. PAYMENT TERMS:

Vendor shall be paid on a reimbursement basis for actual services performed. Payment will be upon satisfactory completion of each block, as determined by the Department Representative. The contractor may submit itemized invoices upon the completion of each block.

X. INVOICES:

Invoice format shall be in accordance with the IFB – Invitation for Bid.

All invoices for this contract **MUST** either be:

1. Emailed to the following for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit: http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk.

2. Or, mailed to the following address:

Commonwealth of PA – PO Invoice PO Box 69180 Harrisburg PA 17106

All invoices MUST have the purchase order number, project 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.

XI. RECEIPT AND OPENING OF BIDS:

- A. The bidder shall complete the electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us. Faxed bids and mailed bids will not be accepted.
- B. 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.

XII. BID RESULTS:

Bidders can obtain bid results by accessing <u>www.emarketplace.state.pa.us/bidtabs.aspx</u>. The bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.