

## STATEMENT OF WORK

### BUREAU OF FORESTRY MICHAUX STATE FOREST

#### BUNKER HILL COMPETING VEGETATION HERBICIDE PROJECT

#### MACHINE APPLICATION ONLY

##### A. SCOPE OF WORK

The Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, Michaux State Forest requires the services of a contractor to provide a foliar herbicide with a **machine only** mist blower application in a specified forested area of the Michaux State Forest.

The application is to kill dense undesirable understory vegetation to aid in the establishment of desirable vegetation and regeneration. Some of the more common target species are autumn olive, bush honeysuckle, multiflora rose, Japanese privet, Japanese honeysuckle, Japanese barberry, mile-a-minute vine, Japanese stiltgrass, and ailanthus. **This project involves flat to moderate with some steep slopes and may have dense vegetation or rocky areas.**

The site will require the Contractor to use motorized spray equipment capable of treating large acreages and traversing mountain terrain and uneven ground. This project will require the use of a large, tracked or rubber-tired spray rig. Preferred spray equipment is a double-sided air blast mist blower. A single-sided air blast mist blower is also acceptable at the discretion of the Department.

Services shall include, but not limited to, the furnishing of all materials, herbicides, labor, equipment, tools, superintendence, and performing all work necessary to complete the project to the satisfaction of and subject to approval of the Department.

Any questions concerning the technical aspects should be directed to Michael Wright at 717-352-2211. Questions regarding the bidding or contracting procedures should be directed to Sherri Dornes at 717-783-4884 or [sdornes@pa.gov](mailto:sdornes@pa.gov).

##### B. PROJECT LOCATIONS

Block 1: 50 acres located off Michaux Rd., Cooke Twp., Cumberland Co. in the 400' AT buffer

**NOTE:** Application in block 1 must be completed parallel to the Appalachian Trail (AT). The AT can only be crossed at locations specified by the Department. The AT footpath must be cleared of any trees or brush resulting from the application.

Block 2: 87 acres located off Michaux Rd., Cooke Twp., Cumberland Co., north of the AT buffer

Block 3: 66 acres located off Michaux Rd., Cooke Twp., Cumberland Co., south of the AT buffer

**Maps of the treatment areas is attached.**

### **C. SITE INSPECTION AND ASSISTANCE**

A tour of the site is recommended and will be conducted on May 21, 2018 at 9:00 AM. Bidders interested in viewing the sites should contact Michael Wright at 717-352-2211.

### **D. CONTRACTOR QUALIFICATIONS**

- 1. Licensed Pesticide Applicator** - To bid on this program a contractor must be a Licensed Pesticide Applicator or firm that is currently licensed with the Commonwealth and has an office(s), 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.
  
- 2 Small Business** - This invitation for bid (IFB) 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 to this IFB.

Your self-certification form from the Department of General Services should be submitted along with your 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](http://www.smallbusiness.pa.gov).

### **E. CONTRACT ADMINISTRATIVE REQUIREMENTS**

All contract work must be completed by the termination date. The Bureau of Forestry reserves the right to evaluate the proposed spray operation, including but not limited to equipment operators, spray equipment, and operating plan, and reject any part of the operation that in the Bureau of Forestry's said opinion will result in unsatisfactory performance. The Bureau of Forestry reserves the right to reject any or all bids.

## F. CONTRACT TERM

The contract term shall commence upon receipt of Purchase Order and terminate on **September 28, 2018**. The effective service delivery date will be no earlier than **August 1, 2018**, in accordance with the date the PO is received by the contractor.

The contractor must notify the Program Supervisor seven (7) days prior to the beginning of application.

## G. DEPARTMENT PERSONNEL

1. **PERSONNEL** - The Bureau of Forestry will furnish personnel to supervise and direct the spray operation in the following capacities:
  - a. **Program Supervisor** - The Resource Management Assistant District Forester, Neal Mishler, in the Michaux State Forest, is responsible for the overall operation of the vegetation control program and represents the Bureau of Forestry in settling minor contractual matters. 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.
  - b. **Field Contract Coordinator** – Michael Wright, Forester, will serve as the Bureau of Forestry's field liaison with the contractor and is 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.

## H. GENERAL CONTRACT TASKS

1. **PURPOSE** - It is the purpose and intent of this document to provide specifications for herbicide(s), equipment, application, and other operational requirements necessary for a properly prepared and executed Purchase Order contract, and for securing proper equipment, dispersal systems, service facilities, qualified ground personnel, and qualified equipment operators capable of making a proper ground application of herbicide and performing necessary related functions.
2. **ACREAGE** - The Bureau of Forestry estimates a total of 203 acres of state forest land in the Michaux State Forest, consisting of three (3) blocks that are proposed for treatment. The treatment areas consist of forest stands with variable overstory stand densities that have dense undesirable understory vegetation.

3. **STARTING AND COMPLETING DATES** – The contract shall commence upon receipt of Purchase Order or no earlier than **August 1, 2018** and terminate on **September 28, 2018**.

**NOTE:** Herbicide application **cannot** occur on Saturday or Sunday and must be completed within one week of first application.

4. **RECALL** - The contractor may submit a bill for each block once they are finished, but may be recalled to treat any area(s) that were missed or to retreat area(s) because of faulty application, wash-off, or inadequate herbicide effectiveness. The Bureau of Forestry will resolve any disputes between the contractor and the Bureau of Forestry. 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 apparent after initial application.

The Program Supervisor will make this decision three (3) weeks after the initial application and will transmit a final written decision to the contractor with the exact locations and time frames of the areas that must be retreated. Thereafter, the contractor will be required to complete the retreatment by the date specified in the Program Supervisor's letter. If a recall area is not retreated, the Bureau of Forestry will hire a secondary contractor to complete the area and will bill this amount to the contractor and/or take it from the performance bond.

5. **DAMAGE TO COMMONWEALTH PROPERTY** - The contractor shall be responsible for any damage to Commonwealth property 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 Program Supervisor, damage to the residual stand becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the Program Supervisor per unit of volume. If this value for damage due to contractor's carelessness or negligence is less than \$25.00 per tree, then a minimum charge of \$25.00 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 Program Supervisor, any damage to State Forest roads and/or other facilities, including camp access roads, resulting from the contractor's use for this spray operation, general wear and tear excepted. The Program Supervisor 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.

- 6. OPERATIONAL REPORT** - A separate report on the contractor's designated personnel and equipment to be used on the project must be submitted to the Program Supervisor seven (7) days prior to the beginning of the spray operation.

The report must be formatted and include all information as follows:

Purchase Order Number:

Contractor:

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

Subcontractor(s): (If Any)

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

On-Site Project Supervisor:

Name(s)  
Address(s)  
Telephone(s)

Person(s) Holding Pesticide Applicators License(s)

Name(s)

Herbicide Formulation:

Trade Name

## **I. INDIVIDUAL CONTRACT SPECIFICATIONS**

### **1. SERVICE/BID DOCUMENT CONTRACT**

- a.** Counties/Towships Involved: Cumberland Co., Cooke Twp.
- b.** Forest District: 01
- c.** Type of Areas to Be Treated: Michaux State Forest
- d.** Total Acres: 203 acres

- e. Estimated Starting Date: Following contract approval and upon receipt of Purchase Order.
- f. Herbicides: Applications/Rates/Spray Volume

**Block 1:** Rodeo or other approved glyphosate product at a rate of 4.5 quarts per acre with a non-ionic surfactant such as Chemsurf 90 at a rate of 16 fluid ounces per acre or Surf-Ac 820 at a rate of 8 fluid ounces per acre. Tahoe 3A(triclopyr 44.4% active ingredient) at a rate of 1.5 quarts per acre. Only Tahoe 3A may be used for this contract. No other equivalent of Tryclopyr may be used. The glyphosate, surfactant, and triclopyr will be dispensed with 25 gallons of liquid (including chemical) per acre.

**Blocks 2, 3:** Rodeo or other approved glyphosate product at a rate of 4.5 quarts per acre with a non-ionic surfactant such as Chemsurf 90 at a rate of 4 fluid ounces per acre or Surf-Ac 820 at a rate of 8 fluid ounces per acre. Oust (sulfometuron methyl 75 percent active ingredient) at a rate of 2 ounces of dispersible granules per acre. Tahoe 3A(triclopyr 44.4% active ingredient) at a rate of 1.5 quarts per acre. Only Tahoe 3A may be used for this contract. No other equivalent of Tryclopyr may be used. The glyphosate, surfactant, and triclopyr will be dispensed with 25 gallons of liquid (including chemical) per acre.

**g. Other Special Requirements:**

1. All work must be conducted within the regulations of the labels concerning temperature, wind velocity, weather, etc.
2. The Contractor must follow all state and federal safety procedures that apply to general pesticide handling and to the specific material being used.

**J. OBLIGATIONS OF THE DEPARTMENT**

**MAPS** - The Bureau of Forestry will supply for use by the contractor copies of 7 1/2-minute USGS topographic quadrangle maps on which the areas to be treated have been delineated. The Bureau of Forestry will also supply, for operational purposes, copies of forest district maps on which treatment areas have been drawn.

**K. OBLIGATIONS OF THE CONTRACTOR**

1. **GENERAL** - The contractor is obligated to furnish spray equipment, spray materials, support equipment, and personnel necessary to produce an herbicide application in accordance with the Invitation to Bid, the contract specifications, and the Purchase Order contract. Other sections in these contract specifications give more specific information on the equipment and personnel required. **The contractor maintains**

**responsibility for the entire contract even if another organization is providing part of the equipment and personnel.**

- 2. PESTICIDE APPLICATION BUSINESS LICENSE** - The contractor must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture (PDA) in the category appropriate for ground spraying of forests.
- 3. PROOF OF INSURANCE** - The contractor must provide proof of insurance as specified for equipment owned, leased, rented, subcontracted, or otherwise utilized by the contractor and for all personnel hired, subcontracted, or otherwise employed by the contractor.
- 4. SPRAY MATERIALS** - The contractor is responsible for the purchase of the herbicide and any carrier used in this project. Specific details on herbicides and carrier are given in **Sections I & N.**
- 5. START DATE** - The contractor must notify the Program Supervisor seven (7) days prior to the beginning of application.
- 6. MAINTENANCE** - The contractor must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment including, but not limited to, pumps, pump seals, and other components to provide current maintenance on the spray system and equipment, the mixing and pumping system, the support trucks, and the storage tanks and to provide for immediate replacement of critically needed parts and equipment. Routine maintenance must be conducted only at times that will not interfere with the spray operation. Care must be taken to prevent leakage of spray material at all times.
- 7. SECURITY** - Guard service for the spray equipment and/or support equipment is the responsibility of the contractor.
- 8. FIELD EXPENSES AND TRANSPORTATION** - Costs incurred in the operation and maintenance of all contractor equipment are the responsibility of the contractor.
- 9. 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.
- 10. SAFETY** - The contractor is required to conduct all operations in a safe manner. The contractor must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies.

## **L. CONTRACTOR PERSONNEL:**

- 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 simultaneous spraying of two spray blocks, the project supervisor will not be assigned to regularly operate spray equipment or serve as ground support for any equipment.
- 2. GROUND SUPPORT PERSONNEL** - The contractor must supply properly qualified and trained ground support personnel unless otherwise specified in writing by the Program Supervisor to drive all necessary support vehicles, handle and mix herbicides, help apply the herbicide solution, operate and maintain the equipment used to transfer and mix herbicides, and properly fuel, service, and maintain each piece of spray equipment. Providing people with no training or no prior experience is not permitted. All ground personnel 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.
- 3. 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. All ground personnel 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.
  - b. Spray Equipment Operator Protective Gear** - All spray equipment operators and ground personnel must wear protective gear provided by the contractor as specified by the herbicide label requirements.

## **M. APPLICATION SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS**

- 1. SAFETY** - The Bureau of Forestry and contractor personnel are required to conduct themselves in a safe manner at all times. The contractor must provide spray equipment and all required personal protective equipment suitable for the safe application of herbicide on all types of terrain encountered on the contract.
- 2. MARKING** - The boundary of each spray area has been GPS surveyed. On all the spray areas the boundary will be further delineated by flagging with color to be agreed upon with contractor. Flagging will be hung so that one can readily be seen from another.



This line will be flagged in such a way as to leave no doubt to anyone where it is located. The Appalachian Trail will also be flagged.

## **N. 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, and 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 Bureau of Forestry 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 contractor is also responsible for handling and transporting the herbicide from the storage site to the treatment area.

- 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 a MSDS which are supplied by the manufacturer for the project.
- 3. HERBICIDES** – Department must approve of any herbicide substitute and rate of application.
- 4. OPERATIONAL PROBLEMS** - The contractor must determine what, if any, operational problems exist with any product. These problems may include handling, mixing, storage, transportation, and spraying difficulties. To the best of the Bureau of Forestry's knowledge at this time, no adverse characteristics exist with any of the listed products. It is the contractor's responsibility to insure a trouble-free operation with the material purchased. If a delivered product presents operational problems, it must be immediately replaced.
- 5. CONTAINER DISPOSAL** - The contractor is responsible for the proper disposal of all herbicide and adjuvant containers as specified on the product label.
- 6. HERBICIDE MIXING**
  - a. Mixing Procedures** - All herbicides must be mixed in strict accordance with the herbicide manufacturer's recommendations. All herbicide mixtures must be thoroughly agitated if permitted to set four (4) hours or more.

- b. Time Limits on Holding Mixed Herbicide** - Mixed material must be sprayed within the following time limits established by the Bureau of Forestry: 24 hours if the batch is properly re-agitated. Any mixed batch held beyond 24 hours must be properly disposed of and a new batch mixed.
- c. Rates, Applications, and Spray Volume** - Specifics on the number of applications and application rates for each method of treatment are given in Section I. Volume of active ingredient per acre is not to exceed acceptable labeled rates.
- 7. SAFETY** - The contractor must follow all safety procedures that apply to general pesticide handling and to the specific material being used. Persons must also be wearing long sleeved shirts, long pants and footwear with socks.
- 8. RECORDS** – The contractor must provide the district with a daily herbicide record for each block.

## **O. INSURANCE AND LICENSE REQUIREMENTS**

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

- 1. 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.
- 2. 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 the 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 any 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(s). 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.

#### **P. PERFORMANCE BOND**

The contractor must furnish the Department with a performance security in the amount of **\$6,000.00**. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit, a certificate of deposit, a certified check, or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." The purchase order will not be issued until the performance security is furnished.

If the contractor is a corporation, the bond must be signed by the corporation president or vice-president (designate which one) and the corporation secretary or treasurer (designate which one). If the Contractor is not a corporation, the owner must sign the bond. The bonding company must be licensed to conduct business in Pennsylvania.

If the Contractor does not satisfactorily comply with the terms of the contract, the Commonwealth will retain all or a portion of the security pending the specific circumstances of the default.

#### **Q. LIQUIDATED DAMAGES**

The contractor shall be responsible for any damage to Commonwealth property 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.

1. **Timber Damages** – When, in the opinion of the Program Supervisor, damage to the residual trees becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the Program Supervisor per unit volume. If this value for damage due to contractor's carelessness or negligence is less than \$25.00 per tree, then a minimum charge of \$25.00 per tree will be made whether the tree is commercial, non-commercial, merchantable, or non-merchantable.

2. **State Forest Facilities** – Contractor shall immediately repair, in a manner which meets with the approval of the Program Supervisor, any damage to State Forest roads and/or other facilities, including camp access roads, resulting from the contractor’s use for this spray operation, general wear and tear accepted. The Program Supervisor 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.

## **R. BID AWARD**

Bidder must complete and return the following:

1. The electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us),
2. A copy of your self-certification form from the Department of General Services and the Small Business Procurement Initiative. Failure to produce a valid Self-Certified Small Business certificate shall render your submission non-responsive.
3. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.
4. A copy of your current, valid Pesticide Application Business License.

Bid will be awarded based on the lowest total sum of all the blocks. In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

The per acre unit price shall include all materials, labor, superintendence, tools, equipment, and any other items necessary for completion of the project.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. The contractor shall be paid at the unit price for actual work performed.

Due to budgetary constraints, the Department reserves the right to award any combination of blocks and or acres as deemed appropriate if total bid amount exceeds available funds.

Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

## **S. PAYMENT TERMS**

Payment shall be made upon satisfactory completion of the contract. A project will be deemed complete when the Program Supervisor and/or field coordinator are in agreement that all contract tasks are completed as required.

Payment will be determined by the Department's surveyed acreage treated.

## T. 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](mailto:69180@pa.gov).

For information on the Commonwealth's E-Invoicing Program, visit:

<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>.

1. 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 may result in a delay of payment.

**Please Note:** Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, should not be explicitly stated on an invoice.

## U. RECEIPT AND OPENING OF BIDS

Bids must be submitted via the PA Supplier Portal, to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us). Faxed bids and mailed bids **will not** be accepted.

No responsibility will be attached to any employee of the Department for the premature opening of or the failure to open a bid not addressed properly and identified, or for any reason whatsoever.

## **V. BID RESULTS**

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. 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.

## **W. ATTACHMENTS**

Michaux State Forest Bunker Hill Herbicide Area Maps