

STATEMENT OF WORK

Department of Conservation and Natural Resources
Bureau of Forestry
Delaware State Forest – Forest District 19

COMPETING VEGETATION REMOVAL PHRAGMITES AUSTRALIS TREATMENT HAND APPLICATION ONLY

Saw Creek and Panther Creek Swamps

I. SCOPE OF WORK

The Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, Delaware State Forest requires the services of a contractor to provide a hand-applied foliar herbicide in two specified forested wetland areas of the Delaware State Forest. The application is to kill and control *Phragmites australis* (common reed) in both wetland habitats. This project involves hiking to wetlands through flat to moderate areas with some steep slopes and conducting work in standing water in wetland habitats.

Treatment in these two areas will require one (1) entry occurring before August 15, 2019. The entry requires hand-applied herbicide treatment of all *Phragmites australis* stems.

The contract requires individual treatment by hand of each *Phragmites australis* stem with foliar herbicide (aquatic-labeled Glyphosate product).

The contractors per acre price should include the cost of herbicide, herbicide adjuvants, labor, insurance, superintendence, tools, equipment, all miscellaneous expenses and any other items necessary for completion of the task.

Any questions concerning the technical aspects of this bid should be directed to Michael Roche at 570-656-6672 or miroche@pa.gov. Questions concerning the contracting or bidding procedures should be directed to Carol Durham at 717-783-3309 or cdurham@pa.gov (Procurement Contact).

II. SITE INSPECTION AND LOCATIONS:

SITE INSPECTION: A tour of the sites is **strongly recommended** and will be conducted on June 13, 2019 at 8:00 AM, meeting at Pickerel Inn, 1524 Route 402 Road, Dingmans Ferry, PA 18328. Bidders interested in viewing the sites should contact Michael Roche at 570-656-6672. All bidders are encouraged to attend the site tour to allow for personal assessments of number of *Phragmites australis* stems present at each site.

Site 1: SAW CREEK SWAMP (Pike County, Porter Township) - This treatment site is composed of two small areas totaling approximately 0.228 acres. It is located at 41° 16' 25.855" N, -75° 01' 24.742" W. (See attachment A)

Site 2: Panther SWAMP (Pike County, Palmyra Township) - This treatment site is the larger of the two, totaling approximately 2.7 acres. It was last treated in 2015, two growing seasons. It is located at 41° 20' 34.02" N, -75° 12' 29.68" W. (See attachment B)

III. CONTRACTOR QUALIFICATIONS

- A. 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: [Small Business Program](#).

- B. Contractor must have 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.
- C. Pesticide Application Business Licensed - The Contractor must show proof of a valid Pesticide Applicator Business License issued by the Pennsylvania Department of Agriculture in the category appropriate for herbicide application. The current, valid certification must be submitted with the vendors Invitation for Bid (IFB).

IV. CONTRACT TERM AND TREATMENT DATES:

The contract term shall commence upon receipt of Purchase Order and terminate on October 31, 2019.

Herbicide application must be completed by August 15, 2019.

V. DEPARTMENT PERSONNEL:

The Bureau of Forestry will furnish personnel to supervise and direct the herbicide hand application operation in the following capacities:

- A. **Program Supervisor** – Michael Roche, Assistant Manager of the Delaware State Forest, is responsible for the overall operation of this vegetation control program and represents the Bureau of Forestry in settling minor contractual matters. This person is responsible for coordinating the activities of all staff 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 Coordinators** – Timothy Carr and Eric Kuntz, Foresters, will serve as the Bureau of Forestry's field liaisons with the contractor and are responsible for reviewing and approving/disapproving the operations plan, verifying herbicide rates and application equipment, verifying acceptable application conditions, and conducting quality control checks on the equipment and application during hand application operations.

VI. CONTRACTOR PERSONNEL REQUIREMENTS:

- A. **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 treatment of both sites, the project supervisor will not be assigned to regularly operate equipment or serve as ground support for any equipment.

- B. **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 maintain each piece of 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.

- C. **Herbicide Applicators**

- 1. **Qualifications** - All ground personnel involved with the mixing and application 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.
- 2. **Operator Protective Gear** - All herbicide applicators and ground personnel must wear protective gear provided by the contractor as specified by the herbicide label requirements.

- D. **Personnel Report**

A 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 cutting and herbicide application operations. See attachment C for the required formatting and information that needs to be listed.

VII. GENERAL CONTRACT TASKS

- A. **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.

- B. ACREAGE - The Bureau of Forestry estimates a total of 3 acres of state forest land in the Delaware State Forest, consisting of two (2) wetland sites (Saw Creek and Panther Swamp) proposed for treatment. The treatment areas consist of forested wetland and riparian zones with variable water levels stands and some dense wetland vegetation.
- C. STARTING AND COMPLETING DATES – The contract shall commence upon receipt of Purchase Order and terminate on October 31, 2019. Herbicide application must be completed August 15, 2019. Treatments shall commence by August 1, 2019 and be completed by August 15, 2019.
- D. RECALL - The contractor may be recalled to re-treat any area(s) that were missed or to re-treat 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 treatment 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.

VIII. CONTRACT SPECIFICATIONS

- A. Herbicides: Applications/Rates/Volume -A 2% Glyphosate solution (2.5 ounces of glyphosate for every gallon of water) should be used for treatment. The glyphosate product must be aquatic-labeled, such as Rodeo or AquaNeat. To this 2% solution 2 ounces/gallon of AgriDex surfactant must also be added. Dye is also encouraged to improve visibility during treatment. The herbicide treatment shall begin no later than August 1 and be completed by August 15, 2019.
- B. Herbicide Application Technique: The applicator shall wear elbow-length nitrile or heavy duty latex gloves underneath a cotton glove or cotton car washing mitt. Herbicide is then sprayed onto the cotton glove from a small spray bottle, allowing the applicator to then grab each stem with the herbicide glove and wipe the chemical up the entire length of the plant, starting at 8 inches above the water level to the terminal point of each stem. Hip-length boots or waders are likely to be required to work within these habitats.
- C. 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.

IX. OBLIGATIONS OF THE DEPARTMENT

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.

X. OBLIGATIONS OF THE CONTRACTOR

- A. GENERAL - The contractor is obligated to furnish equipment, 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.
- B. 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 application in forests.
- C. 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.
- D. APPLICATION 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 VIII. and XII.
- E. START DATE - The contractor must notify the Program Supervisor seven (7) days prior to the beginning of application.
- F. MAINTENANCE - The contractor must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment. Routine maintenance must be conducted only at times that will not interfere with the operation. Care must be taken to prevent leakage of herbicide material at all times.
- G. SECURITY - Guard service for the equipment and materials is the responsibility of the contractor.
- H. FIELD EXPENSES AND TRANSPORTATION - Costs incurred in the operation and maintenance of all contractor equipment are the responsibility of the contractor.

- I. 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.
- J. 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.

XI. APPLICATION SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS

- A. SAFETY - The Bureau of Forestry and contractor personnel are required to conduct themselves in a safe manner at all times. The contractor must provide equipment and all required personal protective equipment suitable for the safe application of herbicide on all types of terrain encountered on the contract.
- B. MARKING - The boundary of each treatment area has been GPS surveyed. On all the treatment 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. These areas will be flagged in such a way as to leave no doubt to anyone where it is located.

XII. HERBICIDES AND ADJUVANTS

- A. PURCHASING, STORAGE, AND TRANSPORTATION - The Contractor must purchase the herbicide used on this project, and pay all applicable sales and use taxes. 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.

- B. 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.
- C. HERBICIDES – Department must approve of any herbicide substitute and rate of application that differs from Section VIII. Part A (Herbicides) above.
- D. OPERATIONAL PROBLEMS - The contractor must determine what, if any, operational problems exist with any product. These problems may include handling, mixing, storage, transportation, and application 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.

- E. CONTAINER DISPOSAL - The contractor is responsible for the proper disposal of all herbicide and adjuvant containers as specified on the product label.
- F. HERBICIDE MIXING
 - 1. 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. Herbicide may not be mixed within wetland habitats at or near the project site.
 - 2. Time Limits on Holding Mixed Herbicide - Mixed material must be applied 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.
 - 3. Rates, Applications, and Application 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.
- G. 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.
- H. RECORDS – The contractor must provide the district with a daily herbicide record for each block. Daily records shall include at a minimum: date, start/end time of day, applicator certification ID number, herbicide, rate, size of treated area, and total volume of mixture used.

XIII. LIQUIDATED DAMAGES

The contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for these treatments. 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 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.
- B. **Wetland Vegetation Damages** - When, in the opinion of the Program Supervisor, herbicide damage to the native wetland vegetation becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the Program Supervisor per unit of area. This value for damage due to contractor’s carelessness or negligence will be at least \$25.00 per square foot, with a minimum charge of \$1000 per project site.

C. **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 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.

VX. BOND REQUIREMENTS:

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.

Original performance security should be mailed to the Procurement Contact located at:

<p>FedEX, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Carol Durham 400 Market Street, 7th Floor Harrisburg, PA 17101</p>	<p>United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Carol Durham PO Box 8769 Harrisburg, PA 17105-8769</p>
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The purchase order will not be issued until the performance security is furnished.

XV. 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 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.

A copy of the insurance certificates can be mailed to the Purchasing Contact as directed in Section VX: Performance Bond *or* they can be emailed to the Procurement Contact at: cdurham@pa.gov.

XVI. BID AWARD

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

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- B. 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.
- C. A properly executed Reciprocal Limitations Act Requirements form that lists the state of manufacture for any supplies procured.
- D. A copy of your current, valid Pesticide Application Business License.

The bid will be awarded based on the total sum of all blocks as indicated on the IFB-Invitation for Bid.

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 bid for actual work performed.

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

XVII. PAYMENT TERMS

Payment shall be made upon satisfactory completion of the project based on the Bureau of Forestry's surveyed acreage. A project will be deemed complete when the Field Contract Coordinator(s) are in agreement that all contract tasks are completed as required.

XVIII. INVOICES

Invoice format shall be in accordance with the IFB – Invitation for Bid. All invoices for this contract MUST either be:

- A. 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>.

- B. Or, mailed to the following address:

Commonwealth of PA – PO Invoice
P.O. 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.

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.

XIX. REFERENCES AND QUALIFICATIONS:

After bid opening and prior to awarding of the contract, the Department has the right to request four (4) references (names, addresses and telephone numbers) of similar work performed in the previous three (3) years as proof of qualifications to perform the work involved in this contract.

References are an optional tool available to the Department to help determine bidder capabilities. If any of these references are requested and the bidder cannot supply the necessary documentation and proof of compliance, the Department reserves the right to reject the bidder. The decision to both request references or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

XX. RECEIPT AND OPENING OF BIDS

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.

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.

XXI. BID RESULTS

Bidders can obtain bid results by accessing 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.