

STATEMENT OF WORK

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of Forestry

**COMPETING VEGETATION REMOVAL CONTRACT 22H-M-S-2
FOREST DISTRICT 16
TIOGA COUNTY
339 ACRES (Steep) - MACHINE ONLY**

A. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a contractor to apply herbicide by machine-only for the removal of competing vegetation to an estimated total of **339 acres** in Forest District 16, Tioga County on **5 scattered (steep) spray blocks**. Projects: 162210, 162211, 162214, 162215, 162216 .

The herbicide is necessary to control competing vegetation consisting primarily of fern, striped maple and birch. This contract involves variable terrain and may have slash and other difficulties.

The treatment areas can consist of uncut forest stands, stands that have recently received shelterwood cuts and some areas with a large amount of mortality. More specific information about each herbicide spray block is found in Attachment A.

The contractor's per acre price must include the cost of herbicide, herbicide adjuvants, labor, insurance, superintendence, tools, equipment, all miscellaneous expenses, and any other items necessary for completion of the tasks.

The contractor must calculate a per acre bid price that includes the cost for all chemicals required to meet the following requirements:

1. The complete coverage of the treatment area, including double application (overspray between passes) where necessary to avoid gaps and misses, and
2. The capability of reaching the required height of 15 feet on all spray blocks.

See "Spray Equipment Section, General Specifications and Limitations, Equipment" section below for more information.

Questions regarding the technical aspects of this bid should be directed to Joe Tate at 717.783.7990 or jotate@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Jody Russell at 717.783.2566 or jorussell@pa.gov.

B. DEPARTMENT PERSONNEL:

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

1. 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.

Robert Beleski
DCNR - Bureau of Forestry, Silviculture Section
P.O. Box 8552
Harrisburg, PA 17105
Phone: 717.783.7932
Fax: 717.783.5109

2. 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.

Joseph Tate
DCNR - Bureau of Forestry, Silviculture Section
P.O. Box 8552
Harrisburg, PA 17105
Phone: 717.783.7990
FAX: 717.783.5109

3. 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. This person also provides regular reports of the operation to the Program Supervisor. This person must be on site when herbicide is being applied. A formal written request to have on site requirement waived must be submitted to the Program Supervisor and Monitoring Specialist from the Field Contractor Coordinator. If it is not waived and the contractor insists on spraying, loss of payment for those acres sprayed will result.

Forest District 16 - Benn Carlson reachable at 570.724.2868 or bcarlson@pa.gov

C. 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 be able to communicate effectively 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 able to communicate effectively in English by radio with Department employees.

D. LOCATIONS AND SITE INSPECTION:

Locations: Topographic maps with the locations, acreages, and other details of each spray block are provided in Attachments A and B. For any further location information, contact the Field Contract Coordinator listed in Site Inspection section.

Site Inspection: Forest Districts will not hold a mandatory site inspection. However, it is *strongly recommended* for contractors to review each project area to assess topography, access, hazards, project block acreage, vegetation, and other items. Doing so in advance can prevent any potential unforeseen discrepancies with Bureau-assessed features indicated in Attachments A and B, as well as assist contractors in identifying an accurate bid price for services required to complete the project block satisfactorily. To make arrangements for a site inspection, contact the corresponding Field Contract Coordinator.

Forest District 16 - Benn Carlson reachable at 570.724.2868 or bcarlson@pa.gov

Any disputes the contractor may have regarding the incline classification of a project (steep versus flat) should be brought to the attention of the Department Field Contract Coordinator **prior to bid opening**. Incline ratings for projects will not be changed by the Department once the Purchase Order is processing for award. The Department reserves the right to make the final determination on project incline classification (steep versus flat).

E. CONTRACTOR QUALIFICATIONS:

1. 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 must 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) will 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.

2. To bid on this contract, a contractor must have the equipment, employees, qualified equipment operators, and mechanics for the make and type of equipment indicated in these specifications.

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. The current, valid certificate must be submitted with the contractor's Invitation for Bid.

4. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), The Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP02201) and submitted with the bid, proposal, or quote. Failure

to submit a completed Worker Protection and Investment Certification Form will render your submission as non-responsive.

F. LIQUIDATED DAMAGES:

- 1. MISTREATED ACREAGE** – For all mistreated acreage that is not corrected, a liquidated damages assessment of fifty dollars (\$50.00) per mistreated acre will be assessed. Refer to Section N. 5.
- 2. TREATMENT OF OFF DESIGNATED SITES OR SENSITIVE AREAS** - Material applied to off designated sites or to any sensitive area by the Contractor will be deemed as a spill incident by the Program Supervisor and may result in a liquidated damages assessment of fifty (\$50.00) dollars per acre. Refer to Section N. 5.
- 3. SPRAY TIME POLICY** - If the Contractor fails to successfully treat or re-treat 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 liquidated damages of fifty (\$50.00) dollars per project acre not completed. Refer to Section N. 7.
- 4. TIMBER DAMAGES** – When, in the opinion of the Field Contract Coordinator, damage to the residual stand becomes excessive, the Contractor will pay the Department for these damages 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. Refer to Section N. 11. a).
- 5. DEPARTMENT NOTIFICATION** – When arrangements are made for non-regular work hours of Department staff to meet with the Contractor, every reasonable attempt must be made by the Contractor to be on time for the meeting. If the Contractor fails to meet the mutually agreed upon meeting times between the Field Contract Coordinator or designee and Contractor, the Program Supervisor reserves the right to assess liquidated damages of twenty (\$20) per hour of tardiness by the Contractor. Refer to Section N. 14.

G. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of \$5,000.00. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier’s check drawn to the order of the “Commonwealth of Pennsylvania”. All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth’s damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

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

FedEX, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Jody Russell 400 Market Street, 7 th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Jody Russell PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security must also be emailed to jorussell@pa.gov.

The purchase order will not be issued until the performance security is furnished.

H. DCNR STANDARD BOND FORM:

Should the awarded contractor elect to select a Performance Bond as its security, the contractor must utilize the DCNR Standard Bond Form. Only the awarded contractor must submit a performance bond. The DCNR Procurement Contact will email the DCNR Standard Bond Form to the awarded vendor prior to the execution of the Purchase Order. If a performance bond is submitted on a bond form other than the DCNR Standard Bond Form, the DCNR reserves the right to reject the bond.

I. INSURANCE REQUIREMENTS:

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

1. Workmen’s Compensation Insurance for all 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.

A copy of the insurance certificates can be mailed to the Procurement Contact as directed in Paragraph G. Performance Bond or they can be emailed to the Procurement Contact at: jorussell@pa.gov.

J. CONTRACT TERM AND SPRAY DELIVERY DATES:

The contract will commence upon receipt of a Purchase Order, or July 1, 2023, whichever is later and terminate June 30, 2024. All projects must be completed by the termination date.

The actual spray service delivery dates for the individual blocks are to start in July and/or August as detailed in Attachment A. The contract spray delivery dates are generally a compromise to most effectively treat two distinct types of vegetation when they occur on the same site, fern and woody vegetation. For applicable fern treatment blocks, that are Oust only applications, early treatment is often most effective and for the woody vegetation blocks it is usually most effective to treat them late. However, many blocks are a combination of fern and woody vegetation and are best sprayed mid-season. Weather conditions and foliage conditions vary greatly from year to year, but each project has been assigned the earliest acceptable starting date.

The start dates in Attachment A can be modified plus or minus 15 days upon the mutual agreement of the Field Contract Coordinator, Monitoring Specialist, and Contractor. If any start date modifications are not mutually agreed to by all three parties, the start dates listed in Attachment A will stand.

The anticipated completion date for all projects is September 1, 2023.

K. OPTIONAL SPRAY TIME EXTENSION:

Contractors are expected to continuously communicate with the Field Contract Coordinator through the contract term regarding potential spray time delays and the latest possible spray date.

However, given that weather conditions each year are variable, certain projects may be granted one extension, up to 15 days, to complete spraying activities.

If an extension is desired, the Contractor must reach out in writing to the Program Supervisor and/or Monitoring Specialist no later than August 20, 2023 to discuss why an extension is needed. Extensions should only be requested due to unavoidable delays.

It is solely at the discretion of the Program Supervisor and/or Monitoring Specialist whether the extension will be granted and for what amount of days. The Department will notify the contractor in writing as to the Department's determination concerning the extension request.

If an extension is granted, all spraying activities during the initial summer of the contract must be completed by September 15, 2023.

L. RESPRAYING:

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 regarding the necessity for respraying.

Any objections to this stipulation must be discussed with the Program Supervisor or his designee prior to the start of spraying. Each objection will be evaluated on a case by case basis and does not negate this requirement from future projects.

If respraying is required, all respraying activities must take place between June 15 and June 30, 2024.

1. 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.
2. If the Field Contract Coordinator advises against spraying, but the Contractor decides to proceed with spraying, and there is the need for respraying due to wash-off, all respraying expenses will be the sole responsibility of the Contractor (including the cost of the chemicals and application expenses).
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.
3. 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 effectively treated due to skips, faulty application, or equipment limitations that were not immediately readily apparent after initial application.

The Program Supervisor will determine the need for recall spraying 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.

The Contractor must complete the retreatment by the date specified in the Program Supervisor's letter. These areas will 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.

4. The Contractor is required to spray one hundred (100) percent of the project's requested acreage as per the specifications. Skips and misses are not permissible.

Any block with more than fifteen (15) percent of the vegetation not killed with respect to the vegetation height and density requirements stated herein will be rated as unacceptable. The site must be retreated at the contractor's sole expense.

M. CANCELLATION OF SPRAY BLOCKS BY THE DEPARTMENT:

Projects may also be cancelled 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.

A Note on Yellowing: Particular caution must be used if the yellowing is drought induced because it indicates that the plants will not translocate herbicide easily. An exception may be made for striped maple that is not drought stressed or frost damaged, but rather just turning yellow due to the lateness of the season. Sometimes the best control is achieved with striped maple sprayed while yellowing significantly and actively translocating herbicide. It will need to still have most of its foliage to absorb the herbicide.

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 an 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.**

N. 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 Contractor and Department personnel must be briefed by the Contractor in their use.

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 to the Monitoring Specialist prior to work commencing on site, but no later than close of business on Wednesday, July 5, 2023. The safety plans will be reviewed with all involved Department and Contractor personnel prior to the start of the spraying operations.

2. WORK PLAN:

The Contractor is required to provide a Work Plan that must include a detailed timeline and schedule that addresses the Contractor's approach to the various project locations and types. The Contractor must also submit a fully executed Report on Personnel and Equipment (Refer to Attachment E). Both the Work Plan and Report on Personnel and Equipment must be submitted to the Monitoring Specialist prior to work commencing on site, but no later than close of business on Wednesday, July 5, 2023.

3. 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 Daily Herbicide Spray Record (Attachment D) at the beginning and end of each day worked 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 (814.234.9412), National Weather Service (use closest local source), or other approved 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.

4. **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 will not be billed separately to the Department.

5. **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.

For any designated area missed or improperly treated, it must be re-sprayed. Please refer to Sections F. Liquidated Damages and L. Respraying for additional information.

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 will be deemed as a spill incident by the Program Supervisor. Any off-site and sensitive area treatment areas must be noted on the Daily Herbicide Spray Record (Attachment D). All application costs associated with such incidents are the responsibility of the Contractor and cannot be charged to the Commonwealth. Please refer to Section F. Liquidated Damages for additional information.

- 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.
- 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. Spray activities must commence within 15 days of the earliest effective start date unless the contractor is currently working on another Department Competing Vegetation Removal contract. Please refer to Section F. Liquidated Damages for additional information.
- 8. TIME-OF-SPRAY RESTRICTIONS** - Spraying must be curtailed at certain times in certain situations to avoid potential conflicts with land users under direction by the Field Contract Coordinator.
- 9. GROUND SPEED 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 Attachment A. The Contractor will be required to apply spray materials at the widths 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 effectively 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 will 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, liquidated 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 will pay the Department for these damages whether the tree is commercial, non-commercial, merchantable or non-merchantable. Please refer to Section F. Liquidated Damages for additional information.
- b) STATE FOREST FACILITIES** – Contractor will 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 that is beyond normal wear and tear. Definition of normal wear and tear will be defined by the Field Contract Coordinator or designee. The Field Contract Coordinator may notify the Contractor in writing to temporarily discontinue use of any of the above when, 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.

13. USE OF ROADS – The DCNR does not guarantee the successful Contractor the use of roads maintained by the PennDOT, townships, or other agencies or owners. The Contractor must contact the PennDOT-posted highway coordinator and/or officials of other roads needed for this project to inquire about possible restrictions, including weight limits, that would prevent or limit use. The Contractor is responsible for obtaining all necessary Road Use Permits and/or any associated bonds from the PennDOT, townships or other agencies or owners.

14. DEPARTMENT NOTIFICATION - The Contractor must make arrangements during regular work hours (Monday through Friday, 8:00 a.m. - 4:00 p.m.) and at least two business days in advance to have the Field Contract Coordinator or his designee present in the field when new projects are started in a district. If arrangements are made for non-regular work hours of Department staff, the Contractor must make every reasonable attempt to be on time for the meeting. The Program Supervisor reserves the right to assess liquidated damages. Please refer to Section F. Liquidated Damages for additional information.

15. 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 Herbicide Spray Record, Attachment D. A copy of the Daily Spray Equipment Record, signed by the spray equipment operator, will be provided by the Contractor daily. The spray equipment operator signature indicates agreement with the data on the form.

O. HERBICIDES AND ADJUVANTS:

1. 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 ensure 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. SDS (formerly known as MSDS) - The Contractor must keep a copy of the Safety Data Sheet available on site throughout the course of the project for any herbicide or other materials requiring an SDS that are supplied by the Contractor for the project.

3. HERBICIDES - All spraying will be conducted with either glyphosate or sulfometuron methyl herbicides with the acceptable formulations identified below. **Roundup Pro Concentrate is the only acceptable form of Glyphosate to be used. Oust XP is the only acceptable form of sulfometuron methyl to be used.**

Please refer to Attachment A for a complete listing of the chemical(s) required for each block. The chemicals listed on Attachment A must be used unless prior authorization is received from the monitoring specialist and field contract coordinator.

4. ACCEPTABLE GLYPHOSATE FORMULATIONS - All glyphosate will be applied diluted in water at a final spray volume of twenty-five (25) fluid gallons per acre. Areas that are treated with supplemental spray equipment will have glyphosate applied diluted in water at a final spray volume of eight (8) fluid gallons per acre.

The following glyphosate formulations are acceptable according to Attachment A:

PRODUCT	AI Per Gallon of Product	Application Rate (AI/Acre)	Product Needed/Acre (Fluid Ounce)	Acres Treated Per Gallon of Product
Roundup Pro	68.8 oz.	13 oz.	24.0 (0.75 qt)	5.3 acres/gallons
Concentrate	68.8 oz.	26 oz.	48.0 (1.5 qt)	2.6 acres/gallons

5. ACCEPTABLE SULFOMETURON METHYL FORMULATIONS - All sulfometuron methyl must be Oust XP only. Sulfometuron methyl will be mixed diluted in water at a spray volume of twenty-five (25) fluid gallons per acre. Areas that are treated with supplemental spray equipment will have sulfometuron methyl applied mixed in water at a spray volume of five (5) fluid gallons per acre.

a) The following sulfometuron methyl formulation is acceptable at the application rate shown:

PRODUCT	AI Per Pound of Product	Application Rate (AI/Acre)	Product Needed/Acre (Ounce)	Acres Treated Per Pound of Product
Oust XP	12 ounces	2.0 ounces	2.0	8 acres/pound

b) **NOTE ON SULFOMETURON METHYL PRODUCT** - Oust is a dispersible granular formulation packaged in 3-pound jugs/cartons, with eight (8) jugs/cartons per container. The outer container is made of compressed cardboard and must be kept dry.

6. ARSENAL - Any arsenal used must be ARSENAL APPLICATORS CONCENTRATE. This is added at the rate of 1 ounce per acre. Active ingredient (Imazapyr) is 53.1%. Any blocks that receive arsenal will be listed on Attachment A.

7. ADJUVANTS - Contractors will not be required to use any additional adjuvant for any projects that utilize Roundup Pro Concentrate, as the adjuvant is already mixed in with the herbicide.

Otherwise, during moist conditions NU-FILM-IR is preferred; during all other conditions the Field Contract Coordinator will specify either NU-FILM-IR or Surf-AC 820 non-ionic adjuvant to be used just prior to spray application. Surf-Ac 910 may be substituted for Surf-Ac 820 at the Contractor's discretion. NU-FILM-IR - A non-ionic adjuvant to be delivered at the rate of approximately 4.0 fl. oz. per acre or Surf-AC 820 (or Surf-Ac 910) non-ionic adjuvant is to be delivered at the rate of approximately 8.0 fl. oz. per acre. **The Contractor is to have available sufficient quantities of each adjuvant for daily work at the worksite where Roundup Pro Concentrate is not labelled for use on the projects.**

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

9. **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. **The effectiveness of glyphosate is significantly reduced by any suspended solids and organic matter. Care must be taken to not disturb bottom sediments when drafting water from streams. Cloudy water or water with otherwise visible levels of particulates cannot be used.** Water sources with high levels of iron can also greatly reduce the effectiveness of glyphosate. Water sources with suspected high levels of iron cannot be used. Hard water containing calcium or magnesium at levels greater than 350mg/L also cannot be used with glyphosate. Recommended water pH is 5.5 to 7.0. Lower pH readings have been shown to reduce the effectiveness of sulfometuron methyl and higher pH readings have been shown to reduce the effectiveness of glyphosate. 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) **TIME LIMITS ON HOLDING MIXED HERBICIDE** - Mixed material must be sprayed within the following time limits established by the Department. The Department will not compensate the Contractor for any herbicide that must be disposed of due to the time limits on holding mixed batches being exceeded.

1) **SULFOMETURON METHYL** - Mixed batches of sulfometuron methyl may be sprayed within 24 hours of mixing without concern as long as the batch is properly re-agitated. Any mixed batch held beyond 24 hours must be properly disposed of and a new batch mixed.

2) **GLYPHOSATE** - Mixed batches may be applied up to forty-eight (48) hours after mixing has taken place. The tank the material is stored in must be parked in the shade when not in use. Any mixed batch held beyond 48 hours must be properly disposed of and a new batch mixed.

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

Glyphosate 53.8 percent active ingredient (AI) at variable rates (depending on block requirement, Attachment A) of .75-4.5 quarts per acre with a non-ionic surfactant; NU-FILM-IR, at a rate of 4 fluid ounces per acre or Surf-Ac 820 (or *Surf-Ac 910*), at a rate of 8 fluid ounces per acre. The glyphosate and surfactant will be dispensed with 25 gallons of liquid (including chemical) per acre.

Sulfometuron methyl 75 percent active ingredient (AI) at variable rates (depending on block requirement, Attachment A) of 1.5-3 ounces of dispersible granules per acre with a non-ionic

surfactant; NU-FILM-IR, at a rate of 4 fluid ounces per acre or Surf-Ac 820 (or *Surf-Ac 910*), at a rate of 8 fluid ounces per acre. The sulfometuron methyl and surfactant will be dispensed with 25 gallons of liquid (including chemical) per acre. **If the block is listed as Oust only, do not add surfactant.**

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

P. SPRAY EQUIPMENT:

1. GENERAL SPECIFICATIONS AND OPERATIONAL LIMITATIONS:

a) EQUIPMENT - All equipment specified in this Statement of Work for use in or upon any spray equipment must meet all state and federal safety regulations. Spray equipment must be able to complete the project in adequate time. **Spray equipment must be capable of applying herbicide a minimum spray width of 40 feet from each side (center) of the machine for a total width of 80 feet (40 x 80) and 15 feet in height in open conditions. Consecutive spray passes must obtain coverage of the vegetation to a height of 15 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 safely and adequately complete the job.

b) INSPECTION - Department personnel may inspect the Contractor's spray equipment to determine if they meet the contract Specifications. The Department reserves the right to evaluate the proposed spray operation prior to award and at any other time, including, but not limited to equipment operators, spray equipment and operating plan, and reject any part of the operation that, in the Department's said opinion, will result in unsatisfactory performance. Performance tests, as necessary, may be conducted at a location mutually agreed upon by Department personnel and the Contractor. The Contractor assumes all expenses incident to operation of the spray equipment and the equipment operator's time during these tests. The Department may request these tests and inspections be held prior to bid award or at any other time. On-site inspection on the reporting date may also be acceptable if approved in advance by the Department.

2. EQUIPMENT SPRAY SYSTEM:

a) GENERAL SPECIFICATIONS FOR PRIMARY SPRAY EQUIPMENT:

1) TANKS - Leak proof, corrosion-resistant tanks with exterior filler openings must be used. Tanks must be constructed of stainless steel or other corrosion resistant metal. Fiberglass or plastic tanks are NOT acceptable. Tanks must be properly guarded to prevent spills in the event of a rollover. The location and size of tanks must not impair ground worthiness by overloading or displacing the center of gravity beyond acceptable limits. Filler openings or necks must be large enough to prevent surging during filling. Tanks must be vented to the outside. Tanks must be able to draw spray material on slopes of at least twenty (20) percent.

2) NOZZLES - The nozzle delivery system will be designed to meet the Department's spray objectives. Nozzles must be located to spray out the sides and rear

of the machine. Rear nozzles are required to apply spray material to track passes by the machine and avoid gaps. Rear nozzles must be adjusted to direct spray downwards at a 45 degree below horizontal. Machine side nozzle delivery angle must be adjustable from horizontal to at least 45 degrees above horizontal. The Contractor will work with the Department's Monitoring Specialist to achieve the specified results. This will typically entail two or three different types of nozzles arranged in a specific order.

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 land if coming from an area with invasives.**

3. METERS:

a) GENERAL - The mixing system must be designed to accurately meter water, herbicide concentrate, and the mixed herbicide. If the mixing system or herbicide storage system is designed such that air could be sucked into the lines and cause erroneous meter readings, the meter must be equipped with an air eliminator. The meter must be capable of safely handling the flow rate necessary for loading the spray equipment.

b) CALIBRATION - The Contractor must provide evidence that all metering devices employed have been inspected and calibrated by a licensed inspector within two months prior to the start of the spraying operation. At or before the time the Contractor's spray equipment is calibrated, the Contractor must supply the Department's field contract coordinator with a copy of the inspector's calibration report for each meter used in the project.

The spray equipment must be calibrated on all herbicide contracts to deliver spray material at one (1) to three (3) designated spray widths, depending on what is listed in Attachment A per each block specifications. Once the calibration has been set to achieve the correct spray application rate/acre, it will not be changed without the consent of the spray block monitor. The Contractor will work with the Department's Monitoring Specialist to achieve the specified results.

Q. BID AWARD:

Bidder must complete and include the following with the bid response:

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
2. A valid 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 will render your submission non-responsive.
3. A copy of your current, valid Pesticide Application Business License.
4. A properly executed Reciprocal Limitations Act Requirements form that lists the state of manufacture for any supplies procured.
5. A properly executed Worker Protection and Investment Certification Form.

The bid will be awarded based on lowest total sum.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

R. PAYMENT TERMS:

A project will be deemed complete when the Monitoring Specialist and/or Field Contract Coordinator agree that all contract tasks are fulfilled as required. The Department will survey the project area to determine successfully treated acreage.

Payment will be made upon approval from the Monitoring Specialist and/or Field Contract Coordinator based on the Department's surveyed results. If a discrepancy exists between the acreage surveyed by the Department and the invoiced amount, the Department's surveyed acreage will prevail.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.20 CONTRACT-016.2 Payment – Electronic Funds Transfer of the Commonwealth's Terms and Conditions for complete details and contractor's responsibilities.

S. INVOICES:

Invoice format will 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: 69180@pa.gov.

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

2. Or, mailed to the following address: Commonwealth of PA – PO Invoice
P.O. Box 69180
Harrisburg, PA 17106

A copy of the invoice(s) **MUST** also be sent to the Monitoring Specialist:

By mail: Joseph Tate
DCNR-Bureau of Forestry, Silviculture Section
P.O. 8552
Harrisburg, PA 17105

Or email: jotate@pa.gov

All invoices **MUST** have the purchase order number, your SAP Contractor Number and be itemized to include project number and dates of service 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: Contractors 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 Contractor Number and, for security purposes, should not be explicitly stated on an invoice.

T. CONTRACT PROGRESS MONITORING:

The Department may, as deemed necessary, schedule a mid-point review meeting via phone, email, or field visit. If such a meeting is requested by the Department, attendance is mandatory for the Contractor. Contract progress, challenges, remaining work, potential performance concerns, and other project-related business may be discussed at the meeting.

As a result of discussions at the meeting, the Department may determine to extend the end effective date for spraying to no later than September 15, 2023. Follow-up progress meetings may also be required. If performance concerns persist after the meeting, the Department may input the contractor into the Contractor Responsibility Program and/or retain the performance bond as outlined in Section G.

For more information on the Commonwealth of Pennsylvania's Contractor Responsibility Program, please visit: <http://www.budget.pa.gov/Programs/Pages/ContractorResponsibilityProgram.aspx>.

U. CONTRACTOR REFERENCES AND QUALIFICATIONS:

After bid opening and prior to awarding of the contract, the DCNR has the right to request three (3) references (names, addresses and telephone numbers) for whom similar work has been performed in the previous three (3) years by the Contractor as proof of qualifications to perform the work involved in this contract. Similar work is defined as machine only, competing vegetation removal of a similar acreage (+/-400 acres of the total projects acreage in a single spray season) as required here.

The bidder may already have one or more contract areas with the Department. 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. Therefore, the contractor may be asked to submit additional evidence of their ability to operate multiple projects within a specific time frame as well as successfully complete the combined acreage for all potential projects. Evidence may include past, satisfactorily completed projects of similar scope and acreage; and/or a detailed work plan, including timelines, of the intended approach to the multiple projects.

References are an optional tool available to the DCNR 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 DCNR 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.

V. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us . Faxed, emailed and mailed bids **will not** be accepted.

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

W. BID RESULTS:

Bidders can obtain bid results by accessing www.emarketplace.state.pa.us/bidtabs.aspx. The bids will be posted as soon as practicable following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.

Attachments:

Attachment A - Project Block Information
Attachment B - Block Topographic Maps
Attachment C - Forest Districts Boundary Map
Attachment D - Daily Herbicide Spray Record
Attachment E - Report on Personnel and Equipment
DCNR Reciprocal Limitations Act Form
BOP-2201 EO 2021-06 Worker Protection Form