

STATEMENT OF WORK

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

**COMPETING VEGETATION REMOVAL CONTRACT 22B-1
FOREST DISTRICTS 01, 03
FRANKLIN, ADAMS, HUNTINGDON, PERRY AND JUNIATA COUNTIES
516 ACRES - BASAL SPRAY**

A. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a contractor to provide basal application of herbicide for the removal of competing understory tree species to an estimated total of **516 acres** in Forest District 01, 03 , Franklin, Adams, Huntingdon, Perry and Juniata Counties on **5 scattered basal spray blocks**. Projects: 012204, 012205, 032201, 032202 and 032203.

The herbicide is necessary to control competing understory tree species and will aid in the establishment of stands of high-value trees.

The contractor's per acre price must include the cost of herbicide, dye, 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 Contract Tasks.

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) 787-2566 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 troubleshooting problems, monitoring procedures, analyzing quality control checks, and enforcing safety requirements.

Joseph Tate
DCNR - Bureau of Forestry, Silviculture Section
P.O. Box 8552
Harrisburg, PA 17105
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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 basal spray operations plan, verifying acceptable spraying conditions, and conducting quality control checks on the spray equipment and application during the basal spray 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 01 Mike Wright reachable at 717-352-2211 or michawright@pa.gov

Forest District 03 - Nathan Fite reachable at 717.536.3191 or nfite@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.

All ground-support personnel and equipment operators must be familiar with basal spray and cut stump/spray treatment methods. 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 basal 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 basal spray block are provided in Attachments A and B. For any further location information, contact the Field Contract Coordinator.

Forest District 01 Mike Wright reachable at 717-352-2211 or michawrigh@pa.gov

Forest District 03 - Nathan Fite reachable at 717.536.3191 or nfite@pa.gov

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.

E. PROJECT BLOCK SPECIFICATIONS:

The treatment areas consist of forest stands that have not had a final removal cutting. In general, the projects are in low use areas, contain no permanent residences and no seasonal dwellings, where proper and careful herbicide application is essential to allow the establishment of high-value trees.

1. PROJECT 012204

- a) Basal Spray – To approximately 11 acres located in Greene Twp., Franklin County
- b) Trees to be treated by the basal spray method MUST have herbicide applied basally, using a marking dye. A cut stump/spray treatment method will not be allowed on these trees unless the operator can demonstrate complete treatment of a cut stump/spray operation.
- c) All black birch, black gum and red maple greater than or equal to 6 feet tall and less than 6 inches dbh. Spray all the basal parts of tree trunks in a manner which thoroughly wets the lower stems, including the root collar area, but not to the point of run off. All bark surfaces of the target area must be thoroughly wetted.

2. PROJECT 012205

- a) Basal Spray – To approximately 103 acres located in Hamiltonban Twp., Adams County. Project is located inside a deer fence enclosure along with outside a deer fence enclosure.
- b) Trees to be treated by the basal spray method MUST have herbicide applied basally, using a marking dye. Trees to be treated are all Japanese angelica and ailanthus greater than or equal to 0.5 inches dbh and less than 6 inches dbh. Spray the basal parts of tree trunks in a manner which thoroughly wets the lower stems, including the root collar area, but not to the point of runoff. All the bark surface of the target area must be thoroughly wetted.

3. PROJECT 032201

- a) Basal Spray – To approximately 38 acres located in Shirley Twp., Huntingdon County. This project is within a deer fence enclosure.
- b) Trees to be treated by the basal spray method MUST have herbicide applied basally, using a marking dye. Trees to be treated are all striped maple, ailanthus, paulownia and Japanese angelica greater than 2 feet tall. All black birch greater than or equal to 2 inches DBH but less than 6 inches DBH must be sprayed. Spray the basal parts of tree trunks in a manner which thoroughly wets the lower stems, including the root collar area, but not to the point of runoff. All the bark surface of the target area must be thoroughly wetted. Due to species this block must be completed between July 1, 2023, and October 1, 2023.

4. PROJECT 032202

a) Basal Spray – To approximately 168 acres located in Toboyne Twp., Perry County.

b) Trees to be treated by the basal spray method MUST have herbicide applied basally, using a marking dye. Trees to be treated are all striped maple, witch hazel, ailanthus, ironwood, spicebush, black birch and red maple greater than 2 feet tall and/ or less than 6 inches dbh. Spray the basal parts of tree trunks in a manner which thoroughly wets the lower stems, including the root collar area, but not to the point of runoff. All the bark surface of the target area must be thoroughly wetted.

5. PROJECT 032203

a) Basal Spray – To approximately 196 acres located in Milford Twp., Juniata County.

b) Trees to be treated by the basal spray method MUST have herbicide applied basally, using a marking dye. Trees to be treated are all striped maple, ailanthus, witch hazel, red maple, paulownia, and black birch greater 2 feet tall and less than or equal to 6 inches DBH. Spray the basal parts of tree trunks in a manner which thoroughly wets the lower stems, including the root collar area, but not to the point of runoff. All the bark surface of the target area must be thoroughly wetted.

F. 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. 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 (BOP-2201) and submitted with the bid, proposal or quote. Failure to submit a completed the Worker Protection and Investment Certification Form will render your submission non-responsive.

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.

G. 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. 4.

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. 4.

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. 6.

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. 9. 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. 11.

H. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of \$10,000.00. 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, 7th 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.

I. 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.

J. 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 H. Performance Bond or they can be emailed to the Procurement Contact at: jorussell@pa.gov.

K. 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. **No herbicide may be applied from March 1 through May 31. For project 032201 treatment must be applied between July 1 and October 1.**

L. PRE-WORK BRIEFING:

The Bureau of Forestry will conduct a pre-work briefing for the contractor and any subcontractors on a date to be specified by a Field Contract Coordinator. The Field Contract Coordinator or their designee will meet individually with each contractor and subcontractor at the pre-work briefing to review the required items and information for accuracy. A joint briefing may be held between the representative, the contractor's and subcontractors' representatives, and any other invited persons to discuss, among other things, contract specifications, project deadlines, and program safety. Participation at this meeting is required for the contractor and all subcontractors working on the contract.

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.

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.
- 2. OPERATIONAL REPORT** - A report on the contractor's designated personnel and equipment to be used on the project must be submitted to the Bureau of Forestry representative seven (7) days prior to the beginning of the spray operation. Attachment E is example of how the report must be formatted and information that must be included on the report.
- 3. START OF PROJECT** - The contractor must notify the Field Contract Coordinator seven (7) days prior to the beginning of herbicide application.
- 4. ACCURACY** - The Contractor must guarantee a complete and accurate coverage of the designated areas within the spray block. The spray application is monitored for accuracy by Department personnel who look for uniform coverage and acceptable droplet size in the designated areas.

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

5. MARKING - The boundary of each spray area will be surveyed using GPS technology to calculate acreages. Project areas are marked with orange bands.

6. 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 G. Liquidated Damages for additional information.

7. 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.

8. 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 by their personnel or any subcontractor's personnel and from contractor and subcontractor supplied equipment.

9. 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 G. 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.

10. 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.

11. 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 G. Liquidated Damages for additional information.

12. 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:

1. PURCHASING, STORAGE, AND TRANSPORTATION - The Contractor must purchase the herbicide used on this project any diluents 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 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. HERBICIDE - All areas to be basal or cut/stump treated with spray equipment will have the following mix:

Garlon 4 (or its labeled equivalent) diluted in oil or an oil-based liquid at a **20** percent dilution rate on blocks 032201, 032202 and 032203. Pathfinder II (or its labeled equivalent) on blocks 012204 and 012205.

Diluents (non-water): Must use an environmentally safe diluent with a dye that clearly defines that a stem has been treated. No kerosene, diesel fuel, or by-product thereof may be used as the diluent. The diluent must be an Arborchem basal oil or equivalent.

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

5. **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 to thoroughly cover the stem of target species with an herbicide/basal oil mixture.** 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:**

TANKS - Leak proof, corrosion-resistant tanks must be used. Tanks must be constructed of stainless steel, fiberglass or other corrosion resistant materials.

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.**

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 shall be made upon satisfactory completion of the block or authorized partial block. A block will be deemed complete when all items listed in the Guidelines have been met for that block. Invoice must state the number of acres properly treated.

If block is larger than 50 acres, when authorized by the Field Contract Coordinator, the contractor may invoice for partial payment for completed acreage. Completed acreage for partial payment may not be less than 50 acres.

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.

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 H.

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 basal bark and cut stump herbicide treatment contracts of a similar acreage (+/-600 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