

**STATEMENT OF WORK
INVASIVE PLANT PEST MANAGEMENT & MITIGATION SERVICES
INVITATION TO QUALIFY (ITQ) CONTRACT**

OVERVIEW: The purpose of this Invasive Plant Pest Eradication & Mitigation Services Invitation to Qualify (ITQ) is to qualify responsible and responsive contractors to perform services necessary to control and/or mitigate the effects of invasive plants or invasive pests of plants. Typical work may include the removal of pest host material or treatment of host plants with an approved pesticide. This work will primarily be requested and directed by the Pennsylvania Department of Agriculture (PDA) however all Commonwealth agencies are permitted to use this contract.

Maximum prices for the scope of services covered by this ITQ are pre-established in the Rate Card included in this Statement of Work. PDA will issue Purchase Orders for services to qualified contractors based on the availability of the contractor to perform services and the availability of budgeted funds.

The Commonwealth has attempted to list specific services in this Statement of Work. Any services that are not listed, but would fall within the normal services of the category can be provided under this contract.

ISSUING OFFICE: This ITQ is managed and administered by the Commonwealth of Pennsylvania, Department of General Services (DGS), Bureau of Procurement. All inquiries should be referred to:

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TERM OF CONTRACT: The term of the Contract shall commence on January 1, 2018 and shall end when terminated by the Commonwealth pursuant to Section 23, Termination Provisions of the Terms and Conditions.

QUALIFICATIONS: Contractors interested in becoming qualified for this ITQ contract must meet all of the following requirements. Failure to meet any of these requirements will result in the rejection of the Contractor's registration.

- A. The Contractor must have a minimum of two (2) years of general experience in the field represented by the commodity code selected; and
- B. The Contractor must have a minimum of one permanent employee on staff who possesses a current Pennsylvania Certified Commercial Pesticide Applicator's License and is certified in the categories specified in the description of the applicable Service Category below. The Contractor is required to complete and submit a List of all Commercial/Public Certified Applicators Employed Form available on the [PDA website](#) to demonstrate compliance with this this requirement.

SERVICE CATEGORIES: The service categories included in this ITQ Contract are based on the type of invasive species. The Commonwealth may add additional commodity codes during the term of this ITQ if required due to propagation of additional invasive species. Contractors will select the appropriate commodity code under the Business Details section of the qualification process. The table below lists the appropriate commodity code and description of each service category.

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| COMMODITY CODE | DESCRIPTION OF SERVICE CATEGORY |
|---|--|
| 70110000-ITQ-224 – Spotted Lanternfly Management/Mitigation | <ul style="list-style-type: none"> • Contractor will kill Tree of Heaven (<i>Ailanthus altissima</i>) trees with herbicide and provide application of insecticides to aid in the eradication of Spotted Lanternfly (<i>Lycorma delicatula</i>). • Work to be completed at designated private properties at the direction of PDA. PDA will mark trees for removal and assist the Contractor in coordinating services with the property owner. • For Pennsylvania Certified Commercial Pesticide Applicator license, Contractor must have a minimum on one permanent employee on staff certified in category 6, ornamental and shade trees, and category 10, right-of-way and weeds. • At time of execution of this ITQ, work will predominately be required in a quarantined area covering portions of 26 counties: Allegheny, Beaver, Berks, Blair, Bucks, Carbon, Chester, Columbia, Cumberland, Dauphin, Delaware, Huntingdon, Juniata, Lancaster, Lebanon, Lehigh, Luzerne, Mifflin, Monroe, Montgomery, Northampton, Northumberland, Perry, Philadelphia, Schuylkill, and York Counties. PDA may direct work to be completed at any location statewide if necessary to control the pest. |

ASSIGNMENT OF SERVICES: When services are required, PDA will contact the qualified Contractor(s) and assign projects based on Contractor availability and capacity. At that time, PDA will provide the Contractor with specific information regarding the properties to be treated, the types and estimated amount of treatment required (i.e. number of trees and/or their diameters if known), the proposed start date, and required completion date so that the Contractor can accurately gauge its ability to complete the work. PDA will issue a Purchase Order to the Contractor upon their agreement to perform the assigned services.

Purchase orders may be issued for services to be provided for a specified period of time or for a specified number of properties. PDA may add services for additional properties to an existing Purchase Order if sufficient funds and/or time remain on the Purchase Order.

CONTRACTOR DUTIES: Contractors will be required to meet the following standards and perform the following tasks:

A. Overview of Services:

1. The Contractor will be required to furnish all equipment, materials, and personnel necessary to remove trees and/or brush, render the woody debris pest free, apply herbicides, and apply insecticides as dictated by the treatment order for the property.
2. The woody debris management for each project will be specified by PDA and may be accomplished using any of the following methods:
 - a. Left standing using “hack and squirt” method or foliar application of herbicide.
 - b. Dropped and left in place.

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- c. Chipped and left on site using an industry standard chipper at a size of 1 inch in two dimensions.
 - d. Burned on site in compliance with local ordinance via use of a portable air curtain burner.
3. Services should commence on each parcel as soon as practical after a Purchase Order has been issued and the start date for the assigned services has been established. The actual start date for assigned services will be determined through mutual agreement between the property owner, PDA, and the Contractor assigned to perform services on the property.
4. The Contractor shall complete all services for assigned properties prior to the conclusion of the time-period specified by PDA in a Purchase Order, excluding allowances given for adverse weather conditions. PDA tree markings may not represent a complete inventory on a parcel. Contractors should treat unmarked, target trees encountered while performing control work. If treatments will exceed the PDA estimate, the contractor shall contact PDA before proceeding.
5. The Contractor is responsible for returning property to its original condition upon the completion of the assigned services. The Contractor is responsible for any damage caused to property due to the fault of Contractor personnel.

B. Contractor Personnel:

1. Project Supervisor – The Contractor shall designate one of its personnel as the on-site Project Supervisor to represent the Contractor in all matters related to the assigned services. The Project Supervisor shall be familiar with all aspects of the project, including the equipment being used in the work and the specifics of the property on which the services are being performed.
2. The Contractor shall provide a minimum of one person per job site who possesses a current Pennsylvania Certified Commercial Pesticide Applicator’s License and is certified in the applicable license categories required to complete the assigned services.
3. Contractor personnel shall comply with applicable PA Motor Vehicle Laws and federal regulations when operating equipment in the performance of assigned services.
4. Contractor personnel are required to observe all applicable safety regulations and best-practices on the job site at all times.

C. Equipment and Materials:

1. The Contractor is required to provide all equipment and materials needed to complete the assigned services, including all required pesticides. All equipment and materials provided by the Contractor shall be maintained in good condition.
2. The Contractor shall provide equipment and materials suitable for the safe completion of services on all types of terrain to be encountered on the property.

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3. The Contractor must make a copy of Safety Data Sheets (SDS) available on site required for pesticides or any other materials provided by the Contractor as required for the duration of the project.

D. Pesticides:

1. The Contractor shall provide all pesticides to be used in the completion of the assigned services. Unless specified otherwise by PDA when assigning a project, all herbicide treatments for will be made using hack and squirt, foliar, cut stump, or basal bark application of Triclopyr herbicide and all insecticide treatments will be made as bark/trunk applications of Dinotefuran Tree Care 70WSP (or equivalent). Insecticide will not be applied to trees that are displaying 40% or greater die back. Basal bark treatments would require the addition of a dye to enable PDA to conduct effective QA/QC.
2. The Contractor shall mark all trees treated with insecticide with signage detailing the date of treatment and product used, such as flagging tape marked with an industrial strength sharpie at a minimum. Example: "Dinotefuran Tree Care 70WSP 23 October 2017,"
3. The Contractor shall arrange for delivery of pesticides to a suitable site where they will be secured and protected from damage. The Contractor is responsible for transporting pesticides from the storage site to the treatment site.
4. The Contractor is responsible for determining any operational constraints associated with the pesticide materials provided. The constraints may include special requirements for handling, mixing, storage, transportation, and treatment that could impact the effectiveness of treatment. The Contractor is responsible for providing replacement products if necessary to ensure the effectiveness of the application.
5. The Contractor shall complete all pesticide applications in accordance with pesticide label guidelines for the specified application method.
6. No pesticides shall be applied within 100 feet of delineated wetlands. Wetlands will be indicated on the maps to be provided to the Contractor by PDA.
7. The Contractor shall ensure that all pesticide containers are disposed of properly in the manner specified on the labeling of the product.

- E. Recall Treatment:** Any recall treatments required due to missed or faulty application of pesticides by the Contractor shall be completed at the Contractor's expense. The Program Supervisor will notify the Contractor in writing of any areas to be retreated within nine months of the initial application. This notice will include the specific locations and time periods for the retreatment. The Contractor shall complete any required retreatment in accordance with the agreed upon treatment plan for the original application.

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F. Quality Assurance:

1. The Contractor will be penalized \$100 per incident for any pesticide applications made to non-target trees or for applications outside the specified treatment area. The Commonwealth will not compensate the contractor for any applications made outside the specified treatment area.
2. The Issuing Office reserves the right to remove a Qualified Contractor from this ITQ Contract for any of the following reasons:
 - a. Repeated failure to properly complete the application of pesticides,
 - b. Repeated failure to adhere to the project specifications provided by PDA.
 - c. Repeated failure to complete assigned services during the time period specified by PDA in a Purchase Order.

G. Insurance Requirements:

1. In addition to the requirements for Worker's Compensation Insurance and Public Liability and Property Damage Insurance outlined in Section 27, Insurance of the Terms and Conditions, the Contractor shall procure and maintain at its expense and/or require its subcontractors to procure and maintain, as appropriate, 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:
 - a. Automotive Liability Insurance, including bodily injury and property damage insurance to protect the Commonwealth and the Contractor from claims arising out of its operations under this contract. The amount of bodily injury insurance shall not be less than \$300,000 for injury to or death of persons in a single occurrence. The amount of property damage insurance shall not be less than \$300,000 per occurrence of property damage.
 - b. Environmental Impairment Liability Insurance, covering environmental impairment caused by negligence in an amount of \$500,000 per occurrence. This specific type of insurance may be substituted by any riders to any of the aforementioned insurance, provided it serves the same benefit and purpose. These provisions must cover the Commonwealth for any liability as well.
 - c. Subcontractors/Leased Equipment, If any work under the Contract is subcontracted or otherwise performed by anyone other than the Contractor or performed with equipment subcontracted or leased by the contractor, the Contractor must provide liability insurance as specified under its own policy(s) in order to provide coverage for any persons and/or equipment so subcontracted or leased or the Contractor must provide evidence that the specified liability insurance for any persons and/or equipment so subcontracted or leased is provided for under a policy(s) maintained by the Subcontractor or lessor.

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2. Each required policy shall name the Commonwealth as an additional insured.
3. Prior to commencing services under any PO, the Contractor shall provide the PDA with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.

PDA DUTIES: PDA will perform/provide the following to facilitate services:

A. **PDA Personnel:** PDA will provide the following personnel to supervise and direct the Contractor's services:

1. Program Supervisor – The PDA will designate a point of contact to fulfill the role of Program Supervisor. The Program Supervisor is responsible for the overall operation of the Spotted Lanternfly eradication program and represents PDA in minor contractual matters.
2. Field Contractor Coordinator – This individual will serve as PDA's field liaison for the Contractor. This individual is responsible for reviewing the Contractor's project plan for approval and conducting quality control checks on the application during the operations. This individual is also responsible for coordinating the activities of all people working on the program and communicating with the Contractor's Project Supervisor concerning any operational problems or changes in plans.

B. **Tree Surveys and Marking:** PDA will survey and mark the trees selected for control activities on each property. Trees will be marked for removal and herbicide application or for treatment with insecticide. Trees for removal and herbicide application will be marked with a blue circle. Trees for insecticide treatment will be marked with a red circle.

C. **Pre-Work Meeting:** The Program Supervisor will meet with the Contractor and private property owner to review the details of the treatment order and the work to be performed by the Contractor on the property.

D. **Maps:** PDA will supply for use by the Contractor, copies of 7 1/2 -minute USGS topographic quadrangle maps, aerial photographs, or other suitable images on which the trees to be removed and/or treated have been delineated. PDA will also supply copies of maps on which treatment areas have been drawn and wetland buffer zones have been delineated.

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RATE CARD: Pricing for services may be provided to PDA as projects are offered to the Contractor. However, at no time shall pricing exceed the rates depicted in the Rate Card below. The Commonwealth reserves the right to list additional services in the Rate Card or revise the specified rates at any time during the term of the contract. Treatments requiring trees to be taken down require additional confirmation from PDA and the property owner.

| Service Type | Unit of Measure | Rate |
|---|-----------------|------------|
| <i>Tree Removal: Chipped and left on site (chipped at size of one inch in two dimensions), Cut stump herbicide application</i> | | |
| DBH 1" – 6.4" | EA | \$100.00 |
| DBH 6.5" – 12.4" | EA | \$400.00 |
| DBH 12.5" – 24.4" | EA | \$850.00 |
| DBH 24.5" - Above | EA | \$1,300.00 |
| <i>Tree Removal: Dropped and left in place, Cut Stump Herbicide Application</i> | | |
| DBH 1" – 6.4" | EA | \$75.00 |
| DBH 6.5" – 12.4" | EA | \$275.00 |
| DBH 12.5" – 24.4" | EA | \$500.00 |
| DBH 24.5" - Above | EA | \$550.00 |
| <i>Tree Left Standing: Hack and Squirt Herbicide Application</i> | | |
| DBH 1" – 6.4" | EA | \$30.00 |
| DBH 6.5" – 12.4" | EA | \$65.00 |
| DBH 12.5" – 24.4" | EA | \$85.00 |
| DBH 24.5" - Above | EA | \$100.00 |
| <i>Tree Left Standing: Foliar Application of Herbicide</i> | | |
| Spraying of Saplings and Sprouts | 1000 sq. ft. | \$250.00 |
| <i>Insecticide Spraying</i> | | |
| DBH 6" – 12.4" | EA | \$100.00 |
| DBH 12.5" – 24.4" | EA | \$115.00 |
| DBH 24.5" - Above | EA | \$135.00 |
| <i>Tree Left Standing: Basal Bark Spray Herbicide Application</i> | | |
| DBH 1" - 6" | EA | \$30.00 |

DBH: Diameter Breast Height method of tree size measurement.