

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: January 2, 2019

**NOTICE OF CONTRACT**

**COMMODITY:** HERBICIDE APPLICATION & TREATMENT SERVICES  
(Spot Herbicide Application for Control of Invasive Plants and Poison Ivy)

**CONTRACT NO.:** 8002442

**NIGP:** 988-8900

**VENDOR:** Municipal Pest Management Services, Inc. **VENDOR #:** 174028  
21 River Road  
Newington, NH 03801

**CONTACT PERSON(S):** Steve Freeman, Director of Operations  
**Tel. No.:** 603-431-0008  
**E-Mail:** [swampfixer@swamp-inc.com](mailto:swampfixer@swamp-inc.com)

**EFFECTIVE FROM:** January 1, 2019 through December 31, 2021

**PRODUCTS:** To provide all labor, tools, transportation, materials, equipment, and permits as necessary to provide the required level of services as described herein. The scope of work shall include spot herbicide application for control of invasive plants and poison ivy as needed for the entire State of New Hampshire.

**PAYMENT & TERMS:** Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**INVOICING & PAYMENTS:** Detailed invoices of all services performed including site location, the rates per hour, specific names of product(s) and the amounts of product used for treatment(s) shall be submitted after completion of work to the requesting agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement

**ORDERING:** State agencies will place their orders by electronic order entry, by e-mail, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

**QUESTIONS:** Direct any questions to Erica Brisson, 603-271-7272 or [Erica.Brisson@das.nh.gov](mailto:Erica.Brisson@das.nh.gov)

**PRICE STRUCTURE:**

**SUPERVISOR & CREW MEMBERS**

All labor rates will start when personnel arrives at the work site.  
All labor rates will stop when personnel leaves the work site.  
All labor rates will include all necessary instruments and tools.

All rates are inclusive rates that include labor, mileage, parking, tolls, transportation, lodging, meals and permitting.

The personnel shall be required to bring the proper and basic tools applicable when first arriving at the work site.

The personnel shall obtain any supplies needed to complete the job in the most expeditious, legal, and cost effective manner.

**HOURLY RATES FOR PERSONNEL –  
SUPERVISOR SHALL BE PRESENT ON THE JOB SITE DURING WORKING HOURS  
SUPERVISOR AND CREW MEMBER:**

This shall be a rate per hour to perform herbicide application/treatment as per the scope of services.

**ADMINISTRATIVE PERSONNEL**

This includes the time it takes to review and approve all documents, permit application, preparation, report preparation, project planning and when requested attend meetings at the request of the using agency.

	CARROLL COUNTY		BELKNAP COUNTY	
<b>ADMINISTRATIVE RATE PER HOUR</b>	\$50.00		\$50.00	
<b>Application Method</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>
Foliar with Backpack sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00	\$95.00	\$80.00
	SULLIVAN COUNTY		HILLSBOROUGH COUNTY	
<b>ADMINISTRATIVE RATE PER HOUR</b>	\$50.00		\$50.00	
<b>Application Method</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>
Foliar with Backpack sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00	\$95.00	\$80.00
	MERRIMACK COUNTY		STRAFFORD COUNTY	
<b>ADMINISTRATIVE RATE PER HOUR</b>	\$50.00		\$50.00	
<b>Application Method</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>
Foliar with Backpack sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00	\$95.00	\$80.00
Stem Injection	\$95.00	\$80.00	\$95.00	\$80.00
Basal Bark	\$95.00	\$80.00	\$95.00	\$80.00
Cut Stem	\$95.00	\$80.00	\$95.00	\$80.00
Frill & Girdle	\$95.00	\$80.00	\$95.00	\$80.00
	CHESHIRE COUNTY		ROCKINGHAM COUNTY	
<b>ADMINISTRATIVE RATE PER HOUR</b>	\$50.00		\$50.00	
<b>Application Method</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>	<b>Supervisor Hourly Rate</b>	<b>Crew Member Hourly Rate</b>
Foliar with Backpack sprayer	\$95.00	\$80.00	\$80.00	\$65.00
Foliar with Hydraulic /Vehicle Mounted Sprayer	\$95.00	\$80.00	\$80.00	\$65.00
Stem Injection	\$95.00	\$80.00	\$80.00	\$65.00
Basal Bark	\$95.00	\$80.00	\$80.00	\$65.00
Cut Stem	\$95.00	\$80.00	\$80.00	\$65.00
Frill & Girdle	\$95.00	\$80.00	\$80.00	\$65.00

**SCOPE OF WORK:**

**Treatment Areas:**

Treatment areas will be widely scattered. Those occurring along roadside rights-of-way or other developed

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portions of state lands (e.g., boat access sites, waysides, recreational areas) will generally be less than one (1) contiguous acre in size. Those on undeveloped state-owned properties (e.g., state forests, wildlife management areas, etc.), will be of varying size from less than one (1) acre to ten (10) acres or more.

Number and size of treatment areas within the state will vary in any given year. Treatment areas will occur in a variety of upland and wetland habitats. Target plants shall include poison ivy and invasive plants such as those listed in Table 3800.1 (New Hampshire Prohibited Invasive Species List) of CHAPTER Agr 3800 INVASIVE SPECIES. The invasive plants that will most often be targeted include Japanese knotweed, purple loosestrife, common reed, spotted knapweed, perennial pepper weed, autumn olive, Oriental bittersweet, bush honeysuckle, and common and glossy buckthorn. The Contractor must be competent in the identification of invasive plants and poison ivy.

#### **Materials:**

The Contractor shall provide all herbicides and adjuvants. Selected herbicide(s) will be based on habitat type and target species, and shall be post-emergent herbicides having little or no soil activity. Selective herbicides shall be favored over non-selective whenever possible. The Contractor shall observe and follow all herbicide label precautions, restrictions, and recommendations of the chemicals being applied except in the instances described in Administrative Rule PES 502.01 (available online at <http://agriculture.nh.gov/rules/index.htm>). The Contractor shall observe and follow all applicable Federal and State regulations on the storage, transport, handling, mixing, use, and application of the herbicide being used. Current and up-to-date labels and MSDS sheets of all chemicals being applied on State property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

Rates for materials utilized to complete herbicide applications shall be verified by dated receipts, referencing the specific location. Invoicing shall be done by dated cost receipts plus 10 percent.

#### **Method of Treatment:**

Treatment areas may require any of the following methods:

**Chemical:** Foliar Spray; Stem Injection; Basal Bark

**Chemical/Mechanical:** Cut Stump/Stem; Frill & Girdle

After consultation with the requesting agency regarding areas to be treated, the Contractor shall inspect said designated areas. The method of treatment and timing of application shall then be discussed and agreed upon by the Contractor and requesting agency before work begins. The Contractor is expected to provide all equipment needed for foliar spray, stem injection, basal bark, cut stem, and frill & girdle treatments. Application methods and timing of application will vary depending on target species, size of treatment area, and the presence of any sensitive resources such as wetlands or species of concern.

If an application method requires cutting the target species, cutting will be the responsibility of the Contractor, and application of herbicide to cut surface shall occur within five minutes of cutting. Removal and proper disposal of cut vegetation shall be the responsibility of the Contractor.

All appropriate measures, such as those outlined in Best Management Practices for Roadside Invasive Plants (<http://www.nh.gov/dot/org/projectdevelopment/environment/units/technicalservices/documents/BMPsforRoadsideInvasivePlants.pdf>), will be implemented by the Contractor to avoid the spread of prohibited invasive plants to new sites while working.

Herbicides shall not be applied during adverse or non-optimal weather conditions recommended for the application method and target species. Emphasis will be placed on ensuring the application will minimize exposure to people, facilities, and the surrounding environment. Impact to non-target species shall be avoided or minimized to the maximum extent possible.

Following the initial treatment, at least 90 percent control of the target species shall be achieved after the first 60 days within a growing season have passed. Growing season shall be defined as the period of time between the last freeze in the spring and the first frost in the fall. Control shall be measured by percent cover of living foliage. If control standards are not met, follow up treatment on all remaining stems will be required at no additional cost to the State.

**Permitting:**

If the treatment area will require a permit from the NH Division of Pesticide Control for the application of herbicide, applying for the permit will be the responsibility of the Contractor.

**Reporting:**

Within 30 days of the initial treatment, the Contractor shall submit to the requesting agency a written report of each herbicide application. The report shall include date and time of application; names and pesticide application license numbers of all applicators; copy of NH pesticide permit application package and permit (if applicable), applied chemical mixture data including the mixture constituent chemical names (to include any adjuvants or surfactants), concentration, and target rate; weather information including temperature and wind conditions; coordinates of target area(s); and target plant(s).

**Inspection of work:**

All areas treated will be inspected for results by the requesting agency. Inspections will take place after 60 days within a growing season have passed following initial treatment. Treatment areas not meeting control requirements shall require remedial treatment on all remaining living foliage at the expense of the Contractor.

The requesting agency reserves the right to perform random and periodic inspections at any time to ascertain the Contractor's compliance with contract requirements. All deficiencies, hazards, or safety associated with the Contractor's herbicide application shall be corrected at the expense of the Contractor.

**General:**

The Contractor will respond to the agency's initial request within two (2) business days to schedule an appointment and Spot herbicide applications shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each site/facility at least ten (10) days prior to each period.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.