

**STATE OF NEW HAMPSHIRE  
Dept. of Administrative Services  
Div. of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301**

Date: 8/3/15

**NOTICE OF CONTRACT**

COMMODITY: SPOT HERBICIDE APPLICATION FOR CONTROL OF  
INVASIVE PLANTS AND POISON IVY

CONTRACT NO.: 8001839

NIGP: 926-1500

CONTRACTOR: VEGETATION CONTROL SERVICES, INC. VENDOR # : 161374  
2342 MAIN STREET  
ATHOL MA 01331

CONTACT PERSON: ANDREW POWERS

TELEPHONE: 800-323-7706

TELEPHONE: 508-868-3994

FACSIMILE: 978-249-4784

E-MAIL: [apowers@vegetationcontrol.com](mailto:apowers@vegetationcontrol.com)

**EFFECTIVE FROM:** AUGUST 1, 2015 TO MAY 31, 2018

**QUESTIONS:**

Direct any questions to:

Alan Hofmann, Purchasing Manager

Telephone: 603-271-2550

E-mail: [alan.hofmann@nh.gov](mailto:alan.hofmann@nh.gov)

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
HERBICIDE APPLICATION / TREATMENT  
EXHIBIT A  
SCOPE OF SERVICES

**PURPOSE**

Vegetation Control Services Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Herbicide Application / Treatment Services.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

**TERM**

This contract shall commence on August 1, 2015 and terminates on May 31, 2018. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

**CONTRACTOR CONTRACT MANAGER**

Company Name: Vegetation Control Services, Inc.  
Address: 2342 Main Street  
Athol MA 01331  
Contract Manager: Andrew Powers  
Telephone: 800-323-7706  
Telephone: 508-868-3994  
Facsimile : 978-249-4784  
E-mail : apowers@vegetationcontrol.com

**STATE CONTRACT MANAGER**

Contract Manager: Alan Hofmann  
Title: Purchasing Manager  
Address: 25 Capitol Street  
State House Annex, Room 102  
Concord, New Hampshire 03301  
Telephone: 603-271-2550  
Facsimile : 603-271-2700  
Email: alan.hofmann@nh.gov

**SCOPE OF SERVICES:**

The purpose of this Contract is to provide all labor, tools, transportation, 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.

**Treatment Areas:**

Treatment areas will be widely scattered. Those occurring along roadside rights-of-way or other developed 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 pepperweed, 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. 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 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 shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the requesting agency. Any deviation in work hours shall be pre-approved by the requesting agency. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held to review proposed work with the requesting agency. The conference will be arranged by the requesting agency (State).

The Contractor agrees that any damage to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place 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 requesting agency 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 deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

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 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 requesting agency. The Contractor's personnel shall be allowed only in areas where work is being performed.

## **EXHIBIT B**

### **CONTRACT PRICE**

The Contractor hereby agrees to provide Herbicide Application / Treatment Services in complete compliance with the terms and conditions specified in Exhibit A.

### **PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS**

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within ten (10) business days. The quoted hourly rates shall not exceed the rates established under this contract.

### **INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

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.

VENDOR	VEGETATION CONTROL SERVICES				
	COOS	GRAFTON	CARROLL	BELKNAP	SULLIVAN
<b>ADMINISTRATIVE</b>					
<b>RATE PER HOUR</b>	58.00	58.00	58.00	58.00	58.00
<b>SUPERVISOR</b>					
<b>RATE PER HOUR</b>					
FOLIAR SPRAY	112.00	112.00	112.00	106.00	106.00
STEM INJECTION	102.00	102.00	102.00	96.00	96.00
BASAL BARK	102.00	102.00	102.00	96.00	96.00
CUT STEM	102.00	102.00	102.00	96.00	96.00
FRILL & GIRDLE	102.00	102.00	102.00	96.00	96.00
<b>CREW MEMBER</b>					
<b>RATE PER HOUR</b>					
FOLIAR SPRAY	81.00	81.00	81.00	75.00	75.00
STEM INJECTION	81.00	81.00	81.00	75.00	75.00
BASAL BARK	81.00	81.00	81.00	75.00	75.00
CUT STEM	81.00	81.00	81.00	75.00	75.00
FRILL & GIRDLE	81.00	81.00	81.00	75.00	75.00
<b>ADMINISTRATIVE</b>	MERRIMACK	STRAFFORD	CHESHIRE	HILLSBOROUGH	ROCKINGHAM
<b>RATE PER HOUR</b>	58.00	58.00	58.00	58.00	58.00
<b>SUPERVISOR</b>					
<b>RATE PER HOUR</b>					
FOLIAR SPRAY	100.00	106.00	100.00	100.00	100.00
STEM INJECTION	90.00	96.00	90.00	90.00	90.00
BASAL BARK	90.00	96.00	90.00	90.00	90.00
CUT STEM	90.00	96.00	90.00	90.00	90.00
FRILL & GIRDLE	90.00	96.00	90.00	90.00	90.00
<b>CREW MEMBER</b>					
<b>RATE PER HOUR</b>					
FOLIAR SPRAY	69.00	75.00	69.00	69.00	69.00
STEM INJECTION	69.00	75.00	69.00	69.00	69.00
BASAL BARK	69.00	75.00	69.00	69.00	69.00
CUT STEM	69.00	75.00	69.00	69.00	69.00
FRILL & GIRDLE	69.00	75.00	69.00	69.00	69.00