

Request for Qualifications for Management of Phragmites, Japanese knotweed, and Wild parsnip in Kewaunee County, Wisconsin

TO BE ELIGIBLE FOR THIS PROJECT AWARD, ALL APPLICATORS MUST BE CERTIFIED (5.0 Aquatic & Mosquito, 6.0 Right-of-way and natural area) AND LICENSED WITH THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE, and CONSUMER PROTECTION (WDATCP)

RFQ DUE DATE: **MARCH 13, 4:30 PM CDT**

WORK STATEMENT

SECTION A – BACKGROUND

The Bay-Lake Regional Planning Commission (Bay-Lake RPC) was awarded funds from the EPA Great Lakes Restoration Initiative (GLRI) in 2017-2020 to control invasive species including Phragmites (*Phragmites australis*), Japanese knotweed (*Polygonum cuspidatum*; syn. *Polygonum zuccarini*, *Fallopia japonica*, or *Reynoutria japonica*) and Wild parsnip on private and public lands in Kewaunee County, Wisconsin. This request for qualifications involves ground herbicide application on approximately 500 acres of invasives during 2020, with a focus in riparian areas, shoreland areas, and right-of-ways in Kewaunee County, Wisconsin. The Bay-Lake RPC is currently acquiring landowner permission within the project area. The final treatment areas will be determined by landowner permission for access.

The selected contractor will apply an herbicide product of **imazapyr, glyphosate, or a mix of both** (aquatic-approved on or near the shoreline and in wetlands) and approved surfactant to the target invasives in treatment areas identified in this Work Statement. Japanese knotweed may require cutting before an herbicide is applied later in the season; large-bore needle injection of glyphosate into the lower nodes of each stem can be used. Mowing may also be included in some areas treated in the winter/spring. All herbicide applications will be in compliance with the product label instructions and a Chemical Aquatic Plant Control permit (WDNR Form 3200-004) that will be acquired by the Bay-Lake RPC from the Wisconsin Department of Natural Resources (WDNR). This work requires spraying invasive species along the shoreline and adjacent properties, from dry land conditions to up to 3-4 feet of water, which will require a boat or amphibious vehicle with a boom sprayer. Most sites consist of small to

moderately-sized patches of invasive species in close proximity to each other. Some of the work in sensitive or difficult to access areas may be best accomplished using targeted treatment with backpack sprayers or hand treating. Other areas may be treated via small watercraft, Argo amphibious vehicle, or ATV/UTV, at the discretion of the selected contractor. Final application methods for all awarded sites must be approved by the Bay-Lake RPC before work begins.

The contract will include one year of herbicide treatment and potential cutting. Cutting will be dependent on project funding and conditions. The Bay-Lake RPC encourages partnerships if an individual firm cannot meet all expectations described in this Work Statement.

The work shall be accomplished during appropriate weather conditions between **June 20, 2020 – September 30, 2020**. Project reporting is to be completed within two weeks of treatment and no later than October 25, 2020. The contractor and Bay-Lake RPC project coordinator will agree on a tentative schedule before work begins. Some sites, such as parks and recreational trails may require weekday or weekend work, as determined by the landowner and the Bay-Lake RPC.

SECTION B - TASK DESCRIPTION

The contractor will:

1. Oversee and manage all non-native *Phragmites*, Japanese knotweed, and Wild parsnip herbicide application in cooperation with the Bay-Lake RPC project coordinator and in compliance with all applicable federal, state, and local regulations.
2. Locate and treat non-native *Phragmites*, Japanese knotweed, and Wild parsnip using best management practices in the contracted areas (according to maps, coordinates, and landowner permission to be provided by the Bay-Lake RPC) by **August 31, 2020**.
3. Acquire and provide Bay-Lake RPC with GIS shapefiles or GPS tracks of the work area limits where treatment occurred.
4. Acquire and provide Bay-Lake RPC with geotagged photos of all treatment sites.
5. Prepare Aquatic Plant Management Herbicide Treatment Records (WDNR Form 3200-111) in accordance with the associated aquatic plant management permit within two weeks of treatment. Present copies to the Bay-Lake RPC project coordinator and WDNR Water Permit Central Intake by October 25, 2020.

6. Post signs on public and private property to state requirements listing chemicals used, toxicity level, date and time of application.

It will be the contractor's responsibility to provide for all safety-related equipment including personal protective equipment (PPE) necessary to perform the work safely and adhere to OSHA and the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) standards throughout the project.

See the attached general map and summary of work areas in Appendix C of this request for qualifications. Detailed maps of inventoried treatment locations and access permission within the treatment area will be provided prior to beginning work.

Expectations for the Herbicide Operations:

The contractor is expected to purchase and use an imazapyr or glyphosate (or mix of both) product approved for aquatic applications and an approved surfactant on sunny days with no rain and low winds between **June 20, 2020, and September 30, 2020.**

The contractor is expected to achieve a minimum 90% kill of the invasive species treated, based on visual inspection of treatment areas.

Applicators shall **follow the label rates** for treatment of non-native *Phragmites*, Japanese knotweed, and Wild parsnip, which typically vary from 4-6 pints/acre for herbicide with 1.5 pints/acre of surfactant. The contractor and coordinators may agree on an alternative chemical or chemical mix for select sensitive sites or under other circumstances.

The contractor will follow **all** requirements of the pesticide label in compliance with federal, state, and local regulations. Herbicide application should only occur in areas where significant damage to non-target native vegetation can be avoided.

Contractor's selection of an aquatic-approved imazapyr or glyphosate product and surfactant must be submitted with the proposal and must be reviewed and approved by the Bay-Lake RPC before work begins.

All herbicide treatments shall be according to label specifications and applied by WDATCP certified and licensed commercial pesticide applicators (categories: 5.0-Aquatic & Mosquito and 6.0 Right-of-way and natural areas).

Care must be taken to avoid spraying of the herbicide onto non-target species and to prevent drift to non-target areas. The contractor is responsible for drift, proper storage, handling, and container disposal of herbicides and will need to make arrangements for obtaining water. Vehicles used must have low tracks/wheels that leave no ruts. The contractor will be responsible for repairing ruts or other damage caused by vehicles or other equipment.

The contractor is responsible for supplying all equipment needed to complete the job, including water, herbicide, surfactant, dye, sprayers, GPS/GIS and photography equipment, safety equipment (PPE), and transportation.

The Bay-Lake RPC will apply for the necessary permit(s) from WDNR and WisDOT to treat invasive aquatic vegetation according to the treatment plan and furnish the permit to the contractor.

Progress will be monitored by the Bay-Lake RPC. If the contractor falls behind or otherwise cannot complete the work, the Bay-Lake RPC has discretion to reassign remaining work to another responsible contractor.

Contractors must apply herbicides **only** when it is safe to do so to avoid drift onto neighboring properties and non-target vegetation, or conditions that cause the chemical to become ineffective. Treatment is prohibited during high winds (defined as, >12 mph), rain or when rain is predicted within 6 hours following treatment. Contractors will apply herbicides during periods that will allow them to achieve a minimum 90% kill rate of invasive species.

Proposals must specify the equipment that they will use to address treatment under varying conditions within the project area, including GPS/GIS and photography technology used to delineate the treatment areas.

If a minimum 90% kill of the invasive species treated is not met or visible, Bay-Lake RPC reserves the right to retain up to 20% of the final invoice.

SECTION C - PROJECT CONTROL AND REPORTS

Project Control:

- 1) The contractor will carry out this project under the direction and supervision of the Bay-Lake RPC. The Bay-Lake RPC project coordinator may or may not be on-site during treatment, but is the first point of contact for questions or issues.
- 2) The contractor is responsible for ensuring all areas are posted with pesticide treatment area signs in accordance with WI NR 107 regulations during treatment and any restricted access period, and that **all** permit requirements are followed.

The Bay-Lake RPC will obtain treatment permission from private landowners within the treatment area and provide details to the contractor of where permission has and has not been secured. However, work progress is variable so the contractor is the final point of contact with landowners regarding on-site questions about treatment or specific access permissions. All reasonable requests or restrictions from landowners (e.g., prior contact, avoid sensitive areas, avoid specified dates) must be accommodated.

- 3) The contractor shall contact the Bay-Lake RPC within two weeks of the contract award to provide a tentative (weather-dependent) schedule of work, including approximate start and end dates, and to furnish copies of current WDATCP certification and licensing documents for all applicators.

- 4) Once work begins on site, the contractor will keep the Bay-Lake RPC informed of the progress of the work **daily**. This will require a brief phone call or email at the end of the work day identifying the specific area(s) treated that day, planned treatment area(s) for the next workday, and a summary of any issues that occurred or other items or concerns that require project coordinator attention.
- 5) The contractor will notify the Bay-Lake RPC a minimum of 48 hours prior to beginning on-site work, and on the morning of a planned workday, if work is canceled due to inclement weather or other unforeseen circumstances (e.g., equipment failure).

Reports:

The contractor is responsible for completing the Aquatic Plant Management Herbicide Treatment Record ([WDNR Form 3200-111](#)) within 2 weeks of treatment and no later than October 25, 2020.

One set of copies should be provided to the Bay-Lake RPC coordinator and the original documents should be mailed to:

Wisconsin DNR
Water Permit Central Intake – Attn. APM
P.O. Box 7185
Madison, WI 53707-7185

The contractor is responsible for creating a record of where treatment occurred using GPS coordinates/GIS shapefiles of the work area limits of treatment sites and providing them to the Bay-Lake RPC. This requires the use of a field-ready GPS unit or GPS capable smartphone that has the capability to record points and/or tracks to geographically identify areas treated during all on-site work. **The contractor is responsible for acquiring geotagged photos of treatment sites and providing them to the Bay-Lake RPC.** This requires the use of a GPS capable smartphone or a GPS capable camera.

Acquired GIS shapefiles or GPS tracks, and geotagged photos shall be provided to the Bay-Lake RPC after all treatment activities are completed and before invoices are paid.

SECTION D - PROPOSAL AND RATES PAYMENT METHOD

Rates quoted in the RFQ response to the Work Statement will be firm for treatment season 2020. This rate stated must be inclusive of all contractor expenses including mobilization, equipment, herbicide, labor, transportation, room and board, etc. Herbicide treatment of any additional acreage in excess of the awarded amount **must** be pre-authorized by the Bay-Lake RPC to ensure compliance with aquatic plant management permitting and budgeted funding. Any quantity discounts for treating

multiple areas or prices for mowing or retreatment should be included with the statement of qualifications, and will be considered. Invoices may be submitted to the Bay-Lake RPC after herbicide treatment and reporting is completed.

SECTION E - INSURANCE/INDEMNIFICATION

The contractor shall protect and indemnify the Bay-Lake RPC, landowners, Kewaunee County and the municipalities in the County, and their officers, board members, agents, employees, or authorized volunteers against any claims or liability arising from or based on any violation associated with the Work Statement. The contractor shall observe and comply with all federal, state and local codes, ordinances, laws and regulations in force at the treatment locations. The insurance required by the Bay-Lake RPC is primary coverage. Any insurance or self-insurance maintained by the Bay-Lake RPC, Kewaunee County, landowners, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force, for as long as the contractor is working on the project, or the length of time that is specified in the contract.

GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the Bay-Lake RPC, Kewaunee County, landowners, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers and the named insured.
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

1. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

3. ADDITIONAL PROVISIONS

* Additional Insured – On the General Liability Coverage, Automobile, the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers shall be "Additional Insureds."

* Endorsement - The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Indemnification - The Contractor shall agree to indemnify, defend and hold harmless the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers. The obligation to indemnify, defend and hold harmless the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees or authorized volunteers.

The contractor shall reimburse the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers for any and all legal expenses and costs

incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Bay-Lake RPC, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers, which is identical to this Indemnity Agreement.

These indemnification provisions shall survive the expiration or termination of the contract.

* Waiver of Workers Compensation Subrogation - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the Bay-Lake RPC, landowners, Kewaunee County, the municipalities in the county, and their officers, board members, agents, employees, or authorized volunteers.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Bay-Lake RPC.

* Notice - the Bay-Lake RPC requires written notice of cancellation.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The Bay-Lake RPC reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

SECTION E - INFORMATION REQUIRED FOR A QUALIFIED PROPOSAL

Contractors shall provide their statement of qualifications response in the following structure:

- 1) A cover letter or proposal briefly describing a proposed treatment plan, including:
 - a. Herbicide application and spray equipment available (hardware), including GPS/GIS and photography technology. If applicable, also describe mowing equipment and capacity.
 - b. Products to be applied: Imazapyr or glyphosate herbicide product name, surfactant product name.

- c. Capacity to work, including number of people on the herbicide treatment team and their roles, range of acres treated in a typical workday, etc.
 - d. Wisconsin DATCP Commercial Pesticide Applicator certification and license number of the individual responsible for chemical storage, transport, and treatment and all applicators.
 - e. Sufficient detail of prior experience considered relevant to the successful accomplishment of the project defined by the Work Statement.
- 2) In a separate sealed envelope, provide the completed Appendix A sheet and signed rate schedule. Partnerships are encouraged if an individual firm cannot meet all of the expectations described in the Work Statement.
 - 3) Three (3) client references for similar work completed with total acreages treated.
 - 4) Certificate of commercial liability and property damage insurance, workers' compensation, and motor vehicle insurance.

Responses are due March 13, 2020, at 4:30 PM CDT. No late or incomplete statement of qualifications and respective rate schedule in Appendix A will be accepted.

SECTION G – EVALUATION AND AWARD

The Bay-Lake RPC will review all complete statement of qualifications on March 16, 2020. Firms will be contacted by April 10, 2020 regarding selection.

Information provided by contractors will be evaluated based on the criteria provided in Appendix B in order to determine the most qualified, responsive, and responsible contractor who provides the best overall proposal. All information provided in the contractor's proposal will be used in the evaluation process to determine award.

The successful contractor will: (1) have experience applying herbicide to invasive plant species in diverse environments, and identifying native Wisconsin plant species (including native *Phragmites*, *Japanese knotweed*, and *Wild parsnip*), (2) possess a team capable of carrying out the work safely and effectively, and (3) use the most appropriate, cost-effective techniques that causes the least amount of incidental damage to non-target vegetation and ground surface. Additionally, experience with similar work and availability to do the work within the specified treatment window will be considered.

The Bay-Lake RPC reserves the right to accept or reject any or all proposals in the best interest of the project.

SECTION H - PROPOSAL SUBMISSION

Questions concerning the proposal or the project can be directed to Madison Smith (msmith@baylakerpc.org), or via phone at (920) 448-2820, Ext. 106.

Proposals will be accepted by email or mail. Final proposals must be received at the Bay-Lake RPC office by **March 13, 2020, 4:30 PM CDT. No late or incomplete proposals will be accepted.**

Send complete proposal package to:

<mailto:msmith@baylakerpc.org>(

include in the subject of the email: [Your Company Name] treatment proposal)

OR

Bay-Lake Regional Planning Commission
Attn: Madison Smith
425 S. Adams Street, Suite 201
Green Bay, WI 54301

Appendix A
Non-native *Phragmites*, Japanese knotweed, and Wild parsnip herbicide application, Kewaunee County Rate Schedule

Qualified contractors must identify the rate charge per acre on all activities and sites listed in the Work Statement. All treatment areas listed include a mix of sites that may require backpack spraying, spraying from a vehicle, and shoreline or riparian areas that require an amphibious vehicle or boat. **Any** treatment in excess of the estimated acres must be pre-authorized by the Bay-Lake RPC.

Invasive Species	Estimated acres	Herbicide treatment: proposal price/acre	Mowing treatment: Proposal price/acre
Phragmites	470		
Japanese knotweed	3		
Wild parsnip	8		
TOTAL	481		

Name of firm: _____

Name of representative: _____

Address: _____

City, State, Zip: _____

Office phone number: _____

Cell phone number: _____

E-mail address: _____

Signature of authorized representative:

_____ Date: _____

Appendix B Scoring Criteria for Proposals

Is the proposal complete?

Does the firm have required certifications? Is the firm exceeding basic certifications for this work?

Does the proposal describe all team members to complete the work?

Does the firm describe equipment and chemicals proposed for use on this project?

Does the firm have adequate equipment?

Can the firm treat all areas in 2020?

Does the firm provide a method of reducing impact (like soil disturbance) while applying herbicide?

Does the firm have three (3) positive references of similar scope to the Work Statement?

Does firm have previous experience and knowledge with Phragmites, Japanese knotweed, and Wild parsnip?

Does firm have previous experience applying herbicide in wetlands & right-of-way areas?

Rate charged per acre

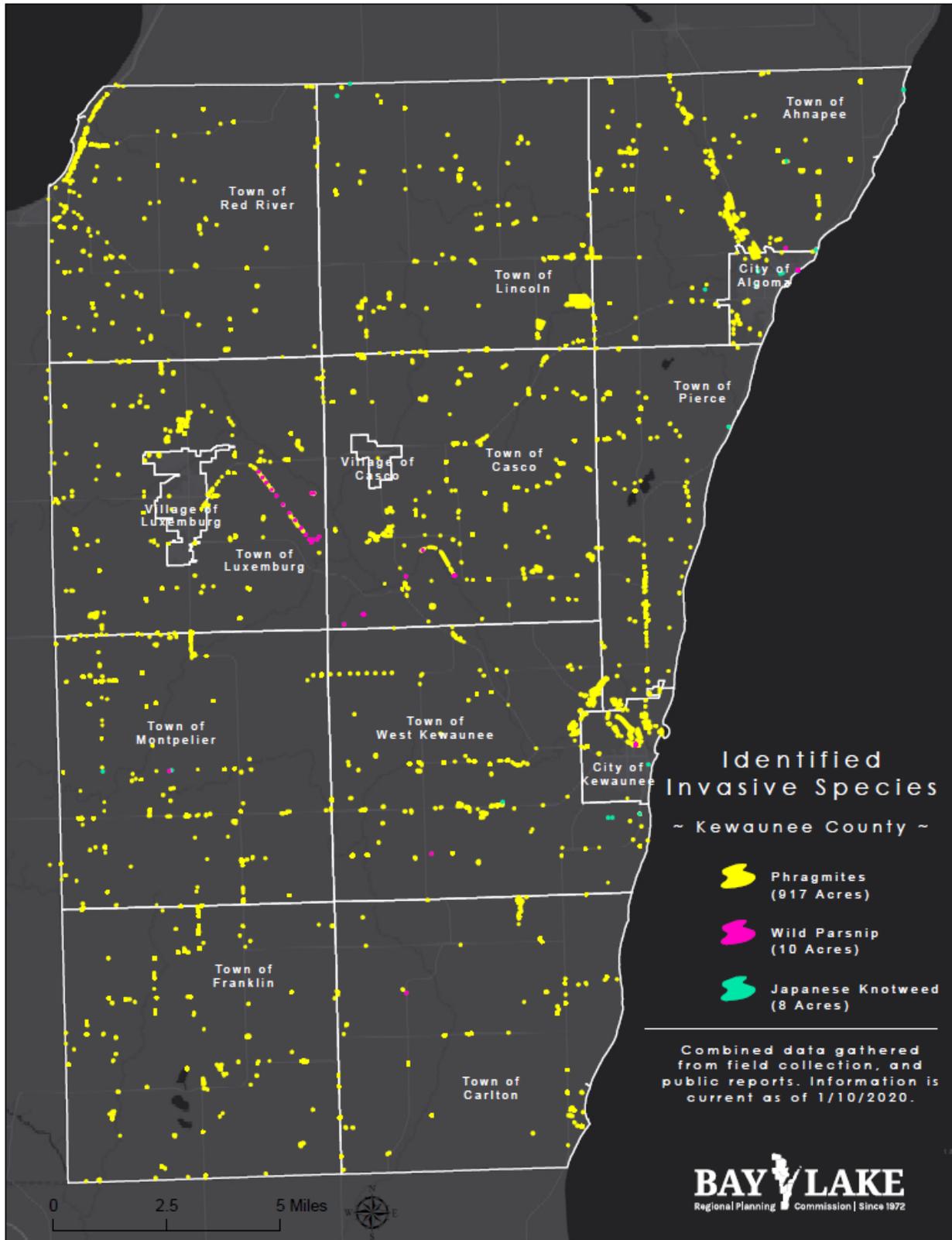
Bonus considerations:

Can this firm exemplify an environmental ethic?

Can this firm exemplify involvement in public education on invasive species?

Is the firm from Kewaunee County? Or from the Bay-Lake Region (Wisconsin counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, and Sheboygan)?

Appendix C General Map of Treatment Areas and Summary of Treatment Sites



Summary of Treatment Sites

Kewaunee County Municipality	Estimated Acreage		
	Phragmites	Japanese knotweed	Wild parsnip
City of Algoma	29.73	2.81	0.35
City of Kewaunee	78.06	0.35	0.35
Village of Casco	0.02	0.00	0.00
Village of Luxemburg	5.69	0.00	0.00
Town of Ahnapee	181.59	1.42	0.35
Town of Carlton	27.95	0.00	0.35
Town of Casco	90.47	0.00	1.76
Town of Franklin	40.18	0.00	0.00
Town of Lincoln	155.43	0.66	0.00
Town of Luxemburg	65.25	0.00	6.00
Town of Montpelier	36.92	0.70	0.35
Town of Pierce	50.34	0.35	0.00
Town of Red River	51.33	0.00	0.00
Town of West Kewaunee	103.9	1.41	0.35
TOTAL	916.95	7.70	9.86
GRAND TOTAL	934.51		

NOTE: Estimated acreages per municipality consist of multiple locations including roadsides, shoreline and waterfront, public parks and trails, industrial and commercial properties, and private residences. Acreages are subject to some variation pending landowner permission and minor adjustments to inventory estimates.