

FOREST HERBICIDE APPLICATION

SEALED BIDS WILL BE RECEIVED BY THE _____ SCHOOL DISTRICT, _____ MISSISSIPPI UP TO AND NOT LATER THAN _____ A.M. _____, 20____, FOR THE PURPOSE OF APPLYING FOREST HERBICIDES ON THE DESIGNATED _____ AREA OF _____, _____ COUNTY.

BEFORE BIDS ARE SUBMITTED, FULL INFORMATION CONCERNING THE WORK MAY BE OBTAINED FROM THE SERVICE FORESTER, MISSISSIPPI FORESTRY COMMISSION, _____, MISSISSIPPI - PHONE # _____ OR CELL # _____. THE CONTRACT STATES THAT FAILURE TO COMPLETE SPRAYING WITHIN THE DATES LISTED WILL RESULT IN A PENALTY. **WE REQUEST** THAT A REPRESENTATIVE OF THE MISSISSIPPI FORESTRY COMMISSION MUST BE NOTIFIED PRIOR TO WHEN SPRAYING IS ACCOMPLISHED. THERE ARE ALSO CLAUSES IN THE CONTRACT CONCERNING THE USE OF G.P.S (GLOBAL POSITIONING SYSTEM) AND FLOW CONTROL EQUIPMENT WITH WHICH THE BIDDER SHOULD BECOME FAMILIAR.

THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED.

BIDS SHOULD BE ADDRESSED TO THE _____ DISTRICT,
_____, MISSISSIPPI. THE ENVELOPE SHOULD BE CLEARLY MARKED
TO INDICATE THAT IT CONTAINS A BID FOR HERBICIDE APPLICATION. IN SUBMITTING A
BID PLEASE MAIL YOUR BID IN AN
ENVELOPE ADDRESSED AS FOLLOWS:

Return address	postage
_____ County School District	
_____, MS _____	
Herbicide Application Bids	
To be opened _____ AM, _____, 20____	

BID FORM
AERIAL LIQUID HERBICIDE APPLICATION
LATE SUMMER _____

I, or we, _____, having read the terms of the attached contract and having looked at the aerial herbicide application work concerned in Section ____, Township ____, Range ____, _____ County, Mississippi, hereby agree to do aerial liquid herbicide application on _____ acres for \$ _____ per acre according to the terms of the contract.

PROOF OF INSURANCE MUST ACCOMPANY BID.

ALSO REQUIRED WITH THE BID IS THE FEDERAL EMPLOYER IDENTIFICATION NUMBER (F.E.I.N.).

Must possess a valid Certified Commercial Pesticide Applicator's Certificate for all categories necessary to perform herbicide application in accordance with this contract. To abide by the regulations of and make all reports required by the Mississippi State Plant Board.

DATE: _____ BY: _____
Bidder's signature

Bidder's Phone number

Company Name

The _____

School District Reserves the right to reject any and all bids

CONTRACT FOR AERIAL LIQUID HERBICIDE APPLICATION

This contract is made and entered into by and between the _____ School District, hereinafter known as the District, and _____, hereinafter known as the Contractor, for furnishing all chemicals, equipment, labor, transportation, and supervision necessary for aerial chemical application in accordance with this contract on designated School Trust Land in _____ County, Mississippi. THE MISSISSIPPI FORESTRY COMMISSION, HEREINAFTER CALLED THE COMMISSION, WILL ACT AS TECHNICAL AGENT FOR THE DISTRICT.

WITNESSETH THAT:

The Contractor Agrees to:

- 1. Provide all aircraft, labor, herbicides, material, equipment, supervision, and any and all other supplies that are necessary to apply herbicides in a safe, efficient manner for the following tracts:

Acres	Section	Township	Range
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- 2. Begin aerial herbicide application no earlier than _____, 20__ and complete it no later than _____, 20__.

PERFORMANCE MEASURES

A. Failure to complete the work in the specified time frame will result in a \$60 per acre penalty to account for lost growth.

- 3. Apply herbicide, rate and mixture as prescribed for this tract as follows:

ALL RATES MUST BE GUARANTEED.

4. Guarantee 95% coverage of the area designated with the herbicide mixture, and rate, prescribed for this tract for a period of 24 months following application date. Also guarantee 80% of planted, living pine trees on the site will be free to grow from hardwood competition for 2 full growing seasons after application. For purposes of this contract, "free to grow", shall be defined as no overtopping hardwood shade or no side shading by hardwood above 75% of the height of the pine tree. If the minimum standard of 80% free to grow is not achieved, contractor shall, at its sole expense, perform whatever pine release treatment is required to bring the pine stand to the minimum 80% free to grow standard.
5. Provide adequate personnel to locate water supplies and heliports to work from.
6. Transport all herbicides to the site and dispose of all containers used in this operation in the proper manner (according to label directions).
7. Furnish the pilot(s) necessary to operate the aircraft used in the aerial herbicide application; such aircraft to be of the type approved by all Federal and State agencies governing the work to be performed, and that the pilot (s) shall be of the qualifications and of the possession of all licenses, permits, and medical certificates required by all Federal and State agencies.
8. Be solely responsible for the safety of all equipment used by the Contractor and to be solely responsible for the safety of any and all workmen employed by or working under the direction and direct supervision and control of the Contractor.
9. Insurance: By Signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance brokers and or companies authorized to sell insurance in Mississippi by the Commissioner of Insurance of the State of Mississippi.

Insurance Coverage and Limits Required:

- A. Workers Compensation – Statutory State requirements and Benefits
- B. Employers Liability - \$100,000
- C. Premises/ Operations Commercial General Liability - \$1,000,000 combined single limit
- D. Automobile Liability - \$500,000. – Combined single limit
- E. Aircraft Liability - \$1,000,000 Bodily Injury and \$1,000,000 property damage.
- F. Chemical Liability - \$300,000 combined single limit or split limits of \$100,000 per person and \$300,000 aggregate for bodily injury and \$100,000 for property damage. Policy must include Farmers/Owners Growers, Crops Treated, and Adjacent Field Endorsements.
- G. The State of Mississippi must be named as Additional Insured with respect to Premises, Completed Operations, Aircraft, and Chemical Liability Coverage.

PROOF OF INSURANCE IS REQUIRED WITH BID.

10. Possess a valid Certified Commercial Pesticide Applicator's Certificate for all categories necessary to perform herbicide application in accordance with this contract. To abide by the regulations of and make all reports required by the Mississippi State Plant Board.
11. To Notify the Service Forester (PHONE # _____ or CELL PHONE# _____). If unable to contact the Service Forester, contact the District Office at _____
12. If prescribed area or areas are omitted or rained off, the contractor will return to the site and re-treat these omitted or rained-off areas with appropriate herbicide at his expense. For this contract a rain-off is described as, any measurable rainfall known to a Mississippi Forestry Commission representative as occurring on any portion of the designated treatment area within two hours of the last application work completed on the treatment area.
13. Utilize G.P.S. (Global Positioning System) or flight control systems. It must be capable of indicating flight corridors with application bandwidth in these flight corridors. This G.P.S. unit must be real-time corrected with the real-time correction operational at the time of herbicide application on the work area. The application aircraft must be equipped with, and utilize, a computerized flow control system integrated with the GPS unit to properly calculate and control the application rate.
14. Within fourteen (14) days after application, a copy of the flow control log from the onboard computer, as well as an electronic copy in the form of a shape file of the G.P.S. assisted application map and flight path map, will be supplied to the Mississippi Forestry Commission county office. Email the requested data to _____. Upon receipt of the flight and application maps, a comparison will be made against the target map. Any discrepancies greater than 5% will be retreated at contractor's expense.
15. All professional forest standards applicable to the area will be observed.

The District Agrees to:

1. Compensate the Contractor for services rendered at the rate of \$_____ per acre up to a maximum of +/-_____ acres upon satisfactory completion of application in accordance with this contract. Compensation for services will be made to the Contractor according to the following procedure: Upon receipt of the Contractor's invoices, the Commission will present the invoices to the Board of Education at its next regular meeting.
2. Have the Commission show the Contractor the areas to be treated by aerial herbicide application, to provide maps or sketches as needed, and to designate the boundaries of such areas with firelanes, or other visible means as the Commission may so choose, where such areas are not defined by natural features, such as roads, streams, rights-of-way, and/or timber cutting lines.
3. Provide right of ingress and egress to as near as possible to the work site for all men, materials, and equipment necessary to perform the aerial chemical application.
4. Provide an electronic map of the work area in a shapefile (.shp) format in the datum and coordinate system of the Contractor's choice. However, notwithstanding anything to the contrary, the contractor assumes full and complete responsibility for applying the prescribed herbicide mixture in the targeted areas.

It is Further Agreed:

1. That the Contractor shall have sole right to decide when aerial chemical application should be made in consideration of weather and atmospheric conditions within the beginning and ending dates of the contract as previously specified. Furthermore, the Contractor shall have the sole right, based on his personal working knowledge, to decide how many of the _____ acres can be treated without creating any unnecessary risks to persons or property off the public land area.
2. The contractor shall specifically and distinctly assume all risk of damage or injury to persons or property or environment resulting from any actions or operations under this contract or in connection with the work. The Contractor shall fully indemnify the School District and the Mississippi Forestry Commission, who **is acting as the technical agent for the School District,** for same. In the event of any damage or liability claims, the Contractor or its representative is to be notified within seventy-two (72) hours **of the time the claim was made,** giving name, address, nature of claim, and any pertinent information relative to such claim.
4. This contract may be amended by mutual consent of both parties, and an attachment in writing must be executed with this contract naming such terms as are amended.
5. Both parties represent that they have read the terms and articles of this contract and agree to them.

IN WITNESS WHEREOF: The parties hereto have caused this agreement to be executed by their duly authorized representative as of the day and year first set forth below.

Agreed this the _____ day of _____ 20__, by the School District and
_____ of _____.

SCHOOL DISTRICT

WITNESS

DATE

WITNESS

CONTRACTOR

WITNESS

DATE

WITNESS