



Contract No. **X012703**  
**NOTICE OF SALE OF FOREST PRODUCTS**

Version 6.10.2022

Pursuant to Section 9-0505 of the Environmental Conservation Law, sealed bids for the following forest products located on **Otsego Reforestation Area # 6 (Basswood Pond State Forest), Stand(s) A-31.22, 36.2 and 40** will be accepted at the NYS Department of Environmental Conservation, Bureau of Procurement and Expenditures, 625 Broadway, 10<sup>th</sup> Floor, Albany, New York 12233-5025, until **11:00 a.m., Thursday, October 6, 2022**.

SPECIES	DBH (Inches)	NO. OF TREES	ESTIMATED QUANTITY (MBF) (International 1/4" Log Rule)
Norway Spruce	9"- 25"	2,127	1,464.5 Cords more or less
White Pine	9"- 22"	421	382.8 Tons more or less
Red Pine	9"- 20"	65	99.0 Tons more or less
White Ash	12"- 24"	46	7.5 MBF more or less
Black Cherry	12"- 24"	38	5.8 MBF more or less
Red Maple	12"- 20"	18	1.5 MBF more or less
Sugar Maple	12"- 18"	7	0.5 MBF more or less
Yellow Birch	14"- 16"	2	0.2 MBF more or less
<b>SAWTIMBER TOTAL</b>		<b>2,724</b>	<b>1,464.5 Cords, 481.8 Tons, and 15.5 MBF more or less</b>
Hardwood Firewood	6"- 15"	125	25.2 Cords more or less
<b>TOTAL SALE</b>		<b>2,849</b>	<b>1,489.7 Cords, 481.8 Tons and 15.5 MBF more or less</b>

*These forest products are being sold from lands which have been third-party certified as being managed using responsible forestry practices and having met the requirements for Forest Certification according to the policies and principles of the Forest Stewardship Council® (FSC®) and the Sustainable Forestry Initiative® (SFI®). The stumpage advertised above may be considered **FSC 100%** under certificate number **SCS-FM/COC-00104N (FSC-C002027)**, and **SFI 100% Certified Forest Content** under certificate number **NSF-SFIFM-6L741**. In the event the harvest site is selected for auditing while this contract is in effect, the Contractor may be required to meet with the DEC and/or Forest Certification auditors on site during the term of this contract. If required, the Contractor shall be notified a minimum of five (5) business days in advance.*

**IMPORTANT SALE NOTES**

This is a summary of special terms and requirements of the sale to consider when formulating your bid. Please read the entire bid prospectus for a full description of the points listed below.

- Harvest area contains 41 acres of clear-cut.
- Pre-harvest herbicide application is required to control fern, beech, striped maple, honeysuckle, multiflora rose, Japanese barberry, and Japanese knotweed on approximately 63 acres.
- Harvesting in Parcel B white pine is subject to seasonal harvesting restrictions.
- Culvert pipe installation required on Landing B and Landing C
- There are approximately 114 cull trees to be felled.
- Reforestation of approximately 13 acres.
- Landings must be seeded and mulched upon completion.
- Landing mulch must be straw.
- Cull trees may be utilized by Contractor.

### **I. LOCATION AND MINIMUM BID**

This softwood/hardwood stumpage is located in the **Town of Burlington in Otsego County**, on approximately **63.7 acres**. It will be sold to the highest approved bidder. Minimum acceptable bid shall not be less than **\$101,293.80 U.S.**

### **II. CONTRACT TERM**

The Contractor will remove all material from State land and meet all the conditions of the sale contract by **October 7, 2025**. Contract extensions may be granted, at the discretion of the DEC upon written request of Contractor, when extenuating circumstances exist. No extension shall exceed 12 months in length, and the total length of all extensions shall not exceed 24 months. **In order to facilitate approval of extensions prior to contract expiration, requests for extensions, along with all other required documentation, shall be made in writing at least 60 days prior to Contract termination date. Extension requests must be acknowledged on an acceptable form provided by the DEC. To request an acknowledgment form, please contact your local DEC office or visit the DEC public web site [http://www.dec.ny.gov/docs/lands\\_forests\\_pdf/acknowledgment13.pdf](http://www.dec.ny.gov/docs/lands_forests_pdf/acknowledgment13.pdf).**

### **III. NOTIFICATIONS**

The Contractor will notify the DEC no less than five (5) business days prior to Contractor's intent to commence harvesting operations and at least five (5) business days prior to starting final cleanup. The Contractor will be required to meet with the DEC prior to commencing these operations. Exception to these requirements may be made only by the DEC.

It will be the Contractor's responsibility to provide the workers actually performing the work with a copy of the **NOTICE OF SALE OF FOREST PRODUCTS** before work begins. The Contractor shall keep a copy of the **NOTICE OF SALE OF FOREST PRODUCTS** on site at all times while conducting work under the terms of this Contract.

Upon determination by the DEC that any of the terms in this contract are not being upheld, the Contractor may receive a **Notice to Correct** by certified mail, return receipt requested.

If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, this contract may be terminated for cause, at the discretion of the DEC.

When active work in the sale area has stopped for 14 or more consecutive calendar days or upon the completion of a stand, payment area, or other portion of the work required in the Notice of Sale, the DEC may determine that work is needed to properly close and stabilize the job site. This may include leveling access trails and/or landing areas, installing best management practices (BMPs) including waterbars, earth berms, or other measures as required in the Notice of Sale. Upon determination by the DEC that such work is necessary, the Contractor will receive a Notice to Correct by certified mail, return receipt requested. If the required work is not completed within seven (7) calendar days following receipt of such Notice to Correct, unless a good faith effort to do so is demonstrated to the DEC's satisfaction, the contract may be terminated for cause, at the DEC's option.

This contract may be terminated or suspended by the DEC if the Contractor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the DEC is of the opinion that the Contractor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Contractor has failed to promote work in a diligent manner. Upon such default or termination, the DEC shall have the right to proceed to enforce the bond posted by the Contractor in connection with this contract.

#### **A. Firewood Notice**

Rules have been implemented regarding firewood transportation into and within New York State. **Effective immediately, the transportation of untreated firewood within New York State for commercial sale is limited to 50 miles or less from the source, as defined in the regulations.** These regulations have been implemented to help prevent the spread of forest insect pests. The full text of the regulations can be found online at: <http://www.dec.ny.gov/animals/28722.html>. There is also a web page with frequently asked questions about the regulations at: <http://www.dec.ny.gov/animals/44008.html>.

#### **B. Dig Safe NY Notice**

**It shall also be the Contractor's responsibility to contact Dig Safe New York for underground facility location prior to commencing work, 1-800-962-7962. The DEC is willing to do the Dig - Safe locations for the Contractor as a service. However, this will require at least 5 business days' notice in advance, and the Contractor must be ready to start work within 10 days of the stake out.**

#### **IV. VOLUME ESTIMATION**

The volume in the standing trees was estimated and is based on the International 1/4" Kerf Log Rule for sawtimber and the standard 4' x 4' x 8' cord for cordwood. Firewood volume was determined by a 10% tree sample using the US Forest Service Composite Cordwood Volume Table. Softwood volume estimates are based on a 100% tree count and a 10% volume estimate using the International 1/4" Log Rule volume tables and the U.S. Forest Service Composite Cordwood Volume Table.

Additionally, volume deductions were made for visible defects; however, the DEC does not guarantee the estimated tree count, volume or quality of the stumpage advertised.

## **V. MARKING**

Trees for sale have been designated by the DEC as described below. See the attached Sale Map for more information. This sale consists of three different stands marked with orange, aqua, red, pink, or blue paint as described below.

Special management zones (SMZ's) boundaries have been marked with two stripes of red paint at or near breast height. Equipment will not be allowed in SMZs. Any trees marked within SMZs shall be felled and winched out of the SMZ.

The trees for sale are marked with **orange, aqua, or pink** paint at breast height (DBH) and on the stump. All trees so marked must be felled in addition to **114** cull trees marked with an "X". Hardwoods tallied for saw timber are marked with a horizontal stripe (—). Hardwoods tallied for firewood are marked with a diagonal slash (/). Trees within skid trails are marked with one diagonal stripe (\) in **pink** paint. Trees within the top and slash exclusion zones are marked with double diagonal stripes (//) in **pink** paint.

### **Parcel A:**

Parcel A includes:

- All softwood trees 9 inches in DBH or larger bounded by blue three stripe and red two stripe as marked on the ground and shown on the attached sale map.
- Softwood trees that are marked with red two stripe or blue three stripe.
- All marked hardwood trees with **aqua** or **pink** paint.

### **Parcel B:**

Parcel B includes:

- All softwood trees 9 inches in DBH and larger bounded by red two stripe and orange two stripe.
- All trees marked with the orange two stripe.
- All softwood trees marked with red two stripe.
- All hardwood trees marked with orange or aqua paint.
- All pink-marked trees located between the orange-marked patch cuts.

### **Parcel C:**

Parcel C includes:

- All softwood trees 9 inches in DBH and larger bounded by blue three stripe and red two stripe.
- All softwood trees marked with red two stripe or blue three stripe.
- All marked hardwood trees marked with aqua, orange, or pink paint.

Girdling cull trees or any other live trees as an alternative to felling will **not** be permitted.

The sale boundary is shown on the attached Sale Map. Trees along State Forest boundaries may be marked with yellow paint. Yellow marked State Forest boundary trees shall not be cut and are not part of this sale.

Only those trees which have been marked or otherwise designated to be cut by the DEC shall be cut under the terms of this contract. All trees so marked or designated shall be cut by the Contractor and, in the event any are not cut, they nevertheless shall be paid for

under the terms of this contract. Pursuant to §9-1501 and § 71-0703 (6) (b) of the ECL, should any unmarked or otherwise non-designated tree be cut, destroyed or injured, the Contractor may be liable for a penalty of \$250.00 per tree or treble damages or both.

## **VI. LOG LANDINGS**

The Contractor shall utilize three landings for this harvest as described below:

**Landing A:** Located on Basswood Road near Parcel A, this is an existing landing. Prior to bringing wood to this landing, the Contractor shall provide and install geotextile fabric and shale, gravel, and or stone on this landing. The entire hardened area shall measure 33 feet by 99 feet. The entire 33 foot by 99 foot area must be graveled, shaled, or stoned to a minimum uniform compacted thickness of one foot. All materials are to be supplied by the Contractor with the following possible exception: the Contractor may utilize gravel from a gravel mine on state land located nearby on Conservation Road. All work will be done to the satisfaction of the DEC. The Contractor will be required to improve with fabric and material in the same manner described above any area adjacent to the area described above where equipment will be used to load or unload wood.

**Landing B:** The Contractor shall construct Landing B along the east side of Conservation Road near Parcel B at the site shown on the attached Sale Map and marked on the ground in pink paint. Prior to harvesting in Parcel B, the Contractor shall provide and install geotextile fabric and shale, gravel, and or stone on this landing area. The landing area must measure a minimum of 66 feet by 99 feet with a minimum hardened area of 33 feet by 99 feet. The entire 33 foot by 99 foot area must be graveled, shaled, or stoned to a minimum uniform compacted thickness of one foot. All materials are to be supplied by the Contractor with the following possible exception: the Contractor may utilize gravel from a gravel mine on state land located nearby on Conservation Road. All work will be done to the satisfaction of the DEC. The Contractor will be required to improve with fabric and material in the same manner described above any area adjacent to the area described above where equipment will be used to load or unload wood.

**Landing C:** The Contractor shall construct Landing C along Basswood Road at the site marked on the Sale Map and on the ground in pink paint. Prior to bringing wood to this landing, the Contractor shall provide and install geotextile fabric and shale, gravel, and or stone on this landing area and the entrance to the landing. The landing area must measure a minimum of 66 feet by 99 feet. The entire 66 foot by 99 foot area must be graveled, shaled, or stoned to a minimum uniform compacted thickness of one foot. All materials are to be supplied by the Contractor with the following possible exception: the Contractor may utilize gravel from a gravel mine on state land located nearby on Conservation Road. All work will be done to the satisfaction of the DEC. The Contractor will be required to improve with fabric and material in the same manner described above any area adjacent to the area described above where equipment will be used to load or unload wood.

The gravel mine is located on Conservation Road approximately one mile north of Landing B. No gravel is stockpiled in this pit. If the Contractor chooses to use gravel from the DEC gravel mine, the Contractor shall excavate the gravel in lifts no greater than four feet in height. The Contractor shall not remove more than 750 cubic yards of gravel from the gravel mine in a twelve-month period.

The Contractor shall provide and install a temporary culvert pipe at the entrance to Landing C. The pipe must be a minimum diameter of 15 inches by 40 feet long. The Contractor shall bed and cover the culvert with a mixture of stone dust and #1 stone (crusher run). The culvert must have a minimum of 12 inches of fill over the culvert after the material is compacted. All culvert work will be done to the satisfaction of the DEC. The DEC must be on site during the culvert installation.

The Contractor shall provide and install a permanent culvert pipe at the entrance to Landing B. The culvert will be one (1) round 15-inch diameter 30-foot-long, corrugated, polyethylene, smooth bore, double wall culvert and split coupler connector at the entrance of the landing. The Contractor shall bed and cover the culvert with a mixture of stone dust and #1 stone (crusher run). The culvert must have a minimum of 12 inches of fill over the culvert after the material is compacted. The Contractor must install stone headwalls on both ends of this culvert. All culvert work will be done to the satisfaction of the DEC. The DEC must be on site during the culvert installation.

Any additional site work to improve the landings to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of the DEC.

Landings will be kept in a neat condition at all times during the sale. The Contractor shall keep landings free of any garbage, oil cans, or debris. The Contractor shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The Contractor shall prevent rutting on landings which may result in channelized sediment flow off the landing.

At the completion of the sale, the Contractor shall grade and stabilize the landings to the satisfaction of the DEC.

The Contractor shall block with earthen mounds, the entrances to skid trails leading into the woods from landing areas at the completion of the sale to the satisfaction of the DEC.

The Contractor shall purchase and install large rocks the entrance to the sale area from Landing A. Each rock must be a minimum of 3 feet by 3 feet by 3 feet and weigh 1,500 pounds, or as close as possible. Rocks will not be available from State Land. The Contractor shall place rocks at the direction of the DEC. The Contractor shall mulch and seed the landings and any wet crossings. Seed mix shall be a native pollinator seed mix consisting of the following species:

- Little Bluestem 20%
- Side-oats Grama 12%
- Partridge Pea 10%
- Virginia Wild Rye 8.3%
- Deer-tongue grass 5%

\*Species must make up the corresponding percentage of seed mix. Seeding rate will be 10lbs/acre.

Landing must be mulched with straw and may **not** be mulched with hay.

DEC must be provided an opportunity to view and approve seed before application.

## **VII. ACCESS SYSTEM**

The main logging trails have been located on the ground and on the attached map by the DEC. Trees within all main skid trails are marked with one diagonal slash (/) **pink** paint. Trees along main trails marked with two diagonal slashes (//) in **pink** paint are within the top and slash exclusion zone where all logging debris must be cleared from. No additions or changes to skid trail locations will be made without approval of the DEC. The Contractor shall cut and open main skid trails first before beginning harvesting within the sale area.

Secondary trails will be allowed in the clear-cut areas only and will run parallel to each other and will not be closer than 30 feet apart on average. All equipment will be restricted to the main and secondary trails.

All skidding/forwarding in Parcel B must be kept to the main skids marked between patch cuts and within the boundaries of each individual patch cut.

Where a trail crosses any sensitive area such as a seep or drainage the crossing will not be through the origin of the seep or drainage and will be perpendicular to the direction of the slope. If the DEC determines that ground conditions are such that ruts would be created by crossing the seep or drainage with equipment, the Contractor shall corduroy the crossing with logs laid perpendicular to the trail. Logs in the log corduroy must have an 8-inch minimum top diameter and must be a minimum of four feet wider than the equipment being used. In lieu of corduroy the Contractor may also utilize crane mats, temporary bridges, or any combination of corduroy, cane mats, or temporary bridges to cross the wet area with approval by the DEC. The improved section must be approved by the DEC before any material is brought across the improved section. Upon completion of harvesting the Contractor shall remove the improvements from the seep or drainage and restore the channel to the satisfaction of the DEC. Improvement installation will be done to the satisfaction of the DEC according to the guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field Guide). The BMP Field Guide may be viewed on-line by going to: <http://www.dec.ny.gov/lands/37845.html>.

**Pre-determined Corduroy Locations:** There is one known location where the Contractor must install corduroy on skid trails prior to using the skid trail past that location. This location is marked on the ground with an **orange** letter that corresponds to the sale map on each side of the corduroy section. The minimum length of corduroy required at this crossing is described below.

Corduroy crossing A shall follow the above corduroy installation guidelines and must be approximately 100 feet in length.

Individual hitches shall be no wider than the skidder.

The Contractor shall secure all roads, trails and landings to restrict erosion at all times to the satisfaction of the DEC according to guidelines in the publication New York State Forestry Best Management Practices for Water Quality – BMP Field Guide (BMP Field Guide). The BMP Field Guide may be viewed on-line by going to: <http://www.dec.ny.gov/lands/37845.html>. The DEC reserves the right to require the Contractor to implement erosion and sedimentation controls at any time, which includes,

but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching.

If soil erosion occurs during harvesting, the Contractor shall install and maintain water bars, broad based dips or other appropriate water control devices at locations determined by the DEC.

The Contractor shall prevent ruts greater than 18 inches in depth on the access system during active timber harvesting. If ruts approach 18 inches in depth the Contractor shall cease harvesting activities in that area and ameliorate the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve or actions are taken to prevent further rutting. The DEC reserves the right to modify this condition on a case-by-case basis. The Contractor shall level all ruts and secure haul roads to restrict erosion at the completion of the sale to the satisfaction of the DEC.

The Contractor shall prevent ruts on all roads and logging trails that may result in channelized sediment flow.

### **VIII. HARVESTING**

The Contractor shall fell trees away from private land, designated recreation trails, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails or into stream channels, the Contractor shall pull back all material immediately.

No harvesting operations in conjunction with this sale shall be allowed on adjacent private lands without permission of the owner. The Contractor shall remove immediately any logging debris falling on adjacent private lands. Any damage to adjacent private lands shall be promptly repaired or compensation paid to the owner at expense of Contractor.

The Contractor shall keep the sale area free of litter including cans, papers and equipment parts at all times.

Harvesting shall not begin until the DEC has approved the herbicide application. The DEC will evaluate the effectiveness of the herbicide application after June 15<sup>th</sup> during the growing season following the application.

If the Contractor uses a mechanized harvester, the Contractor shall place all softwood tops in the path of the harvester (excepts within portions of skid trails located in top and slash exclusion zones). Forwarders and skidders may only travel in the harvester's path and on the main trails unless otherwise approved by the DEC.

Mechanized harvesting/delimiting equipment shall be on tracks or be equipped with machine/floatation tracks on tandem axles unless otherwise approved by the DEC.

Forwarders with eight wheels shall utilize at minimum one set of machine/floatation tracks on the bogie wheels under the bunk unless otherwise approved by the DEC. An additional set may be required on the bogie wheels under the cab depending on the forwarder being used.



Machines with a width over 11 feet will not be allowed off of the landing.

Whole tree harvesting will not be allowed. The Contractor shall top and remove all branches from stems to be brought to the landing in the woods where they are felled. In the replant area and in the southern-most patch cut in Parcel B, the Contractor shall lop all tops to the tip of the tree. Otherwise, tops must be lopped so that no material over two inches in diameter stands over four feet off the ground. Ends and debris will not be allowed on the landing. Only useable wood that will be removed from State Land by the Contractor may be brought to the landing.

Active timber harvesting operations and new start-ups will be evaluated through October to determine if skidding and/or forwarding may begin or continue into the early winter season (November 1st to December 31st). Forwarding or skidding will generally not be allowed during November and December unless site conditions are favorable for the continuation of harvesting operations due to good drainage patterns or persistent freezing conditions. Exceptions may be granted by the DEC based upon specific site conditions.

Harvesting operations will be suspended during the month of April and between November 1<sup>st</sup> and December 15<sup>th</sup> due to the likelihood of wet conditions. This restriction may be altered by DEC depending on weather conditions. Exceptions must be approved by the DEC. DEC may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period.

Harvesting operations in Parcel B will be suspended between May 1<sup>st</sup> and July 1<sup>st</sup> due to bark slip season. No exceptions will be considered.

The Contractor shall only cross stone walls where designated by the DEC. The Contractor shall remove any treetops falling on the stone wall without damaging the stone wall. The Contractor shall repair damage to stone walls other than at designated crossings.

Harvesting shall begin in the back of the sale area with work progressing toward the front, cutting all designated trees as the job progresses. Exceptions must be approved by the DEC.

Harvesting may begin in any Parcel provided it is in compliance with the payment schedule. Once harvesting has begun in an Parcel, the harvesting must be completed in that Parcel before beginning work in a new Parcel.

Seeps, intermittent streams, and wetlands have been marked with red paint. The Contractor shall winch out any trees cut in these designated areas.

The Contractor shall leave stump heights, measured on the uphill side, no greater than the diameter of the stump unless otherwise directed by the DEC.

The Contractor shall not leave trees or tree tops hung up in the sale area and must pull any hung trees or tree tops down immediately.

The DEC reserves the right to restrict the size of the equipment used when, in the judgment of the DEC, said large equipment is causing unacceptable damage to the site and residual

stand. The Contractor shall prevent rutting and soil compaction in the general harvest area (excluding the access system) and take the necessary measures to prevent ruts and soil compaction when ground conditions may not support harvesting equipment. Measures may include but are not limited to corduroy, restricting equipment access, utilizing floatation tires or tracks, or depositing tops in front of harvesting equipment.

The Contractor shall cut off close to the stump any saplings two inches or greater in diameter at the stump damaged as a result of timber harvesting activities. No more than 5% of the residual trees greater than 5 inches diameter at breast height within the harvest area may be damaged during the harvest operation, as determined by the DEC. A tree considered to be damaged may include but is not limited to:

1. Damage to the main stem of the residual tree which results in the loss of bark greater than 90 square inches.
2. Greater than 40% damage to the entire root system of the residual tree from soil compaction or disturbance within an area defined by a 20 foot radius from the tree's stem.
3. Greater than 25% damage to the live crown of the residual tree.

#### **IX. ADDITIONAL SALE RELATED WORK**

The following work shall be performed by the Contractor at its cost and expense:

##### **Reforestation**

**Description:** The Contractor shall reforest 13 acres of Parcel A as indicated on the Replanting and Herbicide Map with 7,000 Norway spruce and 6,500 European larch seedlings provided by the DEC according to the following specifications: seedlings will be hand-planted no later than the May 15<sup>th</sup> following completion of the harvest of the replant area; seedlings will be planted on a seven-foot by seven-foot (7'x7') spacing throughout the replant area, planting two rows of Norway spruce followed by two rows of European larch. The seedlings will be planted plumb, or nearly so, at a depth as deep as but not more than, ½" deeper than the soil line showing on the plant. The seedlings will be set in firmly and without air pockets.

Prior to and during the planting operation, the plants must be kept protected from exposure to drying and heating. The individual or individuals carrying out the planting must have a minimum of five years' experience planting bare root seedlings for reforestation purposes. Proof of the experience and at least three references must be provided by the Contractor at the request of the DEC.

##### **Herbicide Application Plan**

**Description:** Herbicide application to undesirable understory vegetation is required throughout the Sale Area, totaling +/- **63.7** acres in the location as shown on the Herbicide and Planting Map. The target species for the application of herbicide are American beech, striped maple, New York fern, hay-scented fern, honeysuckle, multiflora rose, Japanese barberry, and a spot-spray location of Japanese knotweed. The undesirable vegetation is dispersed with varying stem density across the treatment area. While all the listed interfering species are present, beech and striped maple are the dominant interfering woody species in the understory.

The boundaries of the herbicide application area are identified with a **blue** painted three-stripe boundary and coincide with the Sale Area boundary. The delineation of the herbicide area shown on the Herbicide and Planting Map will be confirmed by the DEC forester upon meeting with the herbicide subcontractor. Herbicide application is required within the entire designated area. Spot treatment of Japanese knotweed and honeysuckle is required on an existing landing adjacent to Parcel B on the west side of Conservation Road. This spot treatment area is shown on the attached Herbicide and Replanting Map.

Glyphosate will be used to treat the invasive species of honeysuckle, multiflora rose, and Japanese knotweed.

**Glyphosate use determination:** Glyphosate is the best control option for the invasive species in this treatment area as it is the most cost-effective treatment option and mechanical control is ineffective due to the size of the infestation.

Control invasive species.

**Narrative of Determination:**

Glyphosate is being used to control honeysuckle species, which are invasive species classified under regulation NYCRR Part 575. Honeysuckle reproduces via seed encased within berries and through resprouting from roots left alive within the soil. It spreads rapidly to form dense thickets that can alter natural ecosystems. Honeysuckle can tolerate a variety of adverse conditions including full shade, high temperatures, high acidity, and drought. It is often found in forests, low-lying areas, waste places, utility rights of ways, and open areas. It poses a significant threat to forested areas as it can fully recover after a severe drought and continue to shade out native species.

Glyphosate is being used to control multiflora rose, which is an invasive species classified under regulation NYCRR Part 575. Multiflora rose reproduces via seed and layering of canes that touch the ground and sprouting from cut or broken stems. It spreads rapidly due to producing about 500,000 seeds a year and creates dense thickets that can alter natural ecosystems. Multiflora rose can tolerate a variety of adverse conditions from full shade to full sun, steep slopes with lots of erosion, old fields, utility rights of ways and stream banks. It poses a significant threat to native species as it leafs out sooner and keeps leaves longer than native species, thereby outcompeting them. It also creates dense impassible thickets to animals that also shade out native vegetation.

Glyphosate is being used to control Japanese knotweed, which is an invasive species classified under regulation NYCRR Part 575. Knotweed reproduces via seed and by vegetative growth through stout, aggressive rhizomes. It spreads rapidly to form dense thickets that can alter natural ecosystems. Knotweed can tolerate a variety of adverse conditions including full shade, high temperatures, high salinity, and drought. It is often found near water sources, in low-lying areas, waste places, and utility rights of way. It poses a significant threat to riparian areas, where it can spread rapidly through fragmentation and can survive severe floods.

Glyphosate is being used to control Japanese barberry, which is an invasive species classified under regulation NYCRR Part 575. Japanese barberry reproduces via seeds

rhizomes and layering. It spreads rapidly to form dense thickets that can alter natural ecosystems. Barberry can tolerate a variety of adverse conditions growing in full shade, surviving both severe winters and severe droughts. It is often found in mature closed canopy forests, roadside and fields. It poses a significant threat to forested areas as it forms dense thickets prohibiting native species, it is not browsed by deer that further browse on native species, and it can alter nitrogen levels in the soil where it is established.

### **Glyphosate Alternatives Analysis:**

**Biological control (honeysuckle spp.):** No known options

**Effectiveness:** N/A

**Cost per acre:** N/A

**Biological control (multiflora rose):** No known options

**Effectiveness:** N/A

**Cost per acre:** N/A

**Biological control (Japanese knotweed):** No known options

**Effectiveness:** N/A

**Cost per acre:** N/A

**Biological control (Japanese barberry):** No known options

**Effectiveness:** N/A

**Cost per acre:** N/A

### **Mechanical control (digging, cutting, matting)**

**Honeysuckle spp:** Cutting and pulling

**Effectiveness:** Variable; requires repeated physical removal for multiple years

**Cost per acre:** \$550/acre

**Multiflora rose spp:** Mowing, pulling, and cutting

**Effectiveness:** Variable; requires repeated physical removal, generally never eradicates infestation.

**Cost per acre:** \$550/acre

**Japanese knotweed:** Mowing, pulling, and matting

**Effectiveness:** Variable; requires repeated physical removal for multiple years. (A)  
*Mechanical Site Preparation & Release* - Mechanically cutting undesirable vegetation

would allow only a short temporary reduction of the undesirable vegetation. The short time frame is not enough to establish the seed germination and growth of the desired tree species. Mechanically cutting would promote vigorous sprouting of sizable numbers.

**(B) Benthic or Plastic mats** - Impractical due to terrain, irregular surface around foundations, and proximity to roads; cost is higher, labor for installation would be expensive, mats would have to be monitored to assure they stay in place; mats will become covered with leaf litter leading to seeding on top of the mats.

In experiments with plastic mats, in this Region, we have found that the target species spreads readily by tillers and rhizomes, in spite of the main plant being very well covered by plastic matting, following cutting.

**Cost per acre:** N/A: Mechanical control is not practical

**Japanese Barberry:** Mowing and pulling

**Effectiveness:** Variable: requires repeated physical removal paired with chemical treatments.

**Cost per acre:** \$550/acre

**Chemical control honeysuckle spp:**

**Effectiveness:** Herbicide treatments can be effective in containing, suppressing, or locally eradicating most infestations of honeysuckle species. The timing and choice of application technique will determine control efficacy and should aim to minimize off-target effects.

Product	Active ingredient	Application rate	Cost (per ac.)	Acute oral toxicity
Arsenal	Imazapyr	3-4 pints per acre	300	LD50, rat, >5,000 mg/kg
Accord XRT II	Glyphosate	3-6 pints per acre	250	LD50, rat, >5,000 mg/kg

**Chemical control multiflora rose:**

**Effectiveness:** herbicide treatments can be effective in containing, suppressing, or locally eradicating most infestations of multiflora rose. The timing and choice of application technique will determine control efficacy and should aim to minimize off-target effects.

Product	Active ingredient	Application rate	Cost (per ac.)	Acute oral toxicity
Arsenal	Imazapyr	3-4 pints per acre	300	LD50, rat, >5,000 mg/kg
Accord XRT II	Glyphosate	3 pints per acre	250	LD50, rat, >5,000 mg/kg

### Chemical control of Japanese knotweed:

**Effectiveness:** Herbicide treatments can be effective in containing, suppressing, or locally eradicating early detection to medium sized infestation of knotweed species. The timing and choice of application technique will determine control efficacy and should aim to minimize off-target effects.

Product	Active ingredient	Application rate	Cost (per ac.)	Acute oral toxicity
Rodeo or Aquamaster	Glyphosate	< 0.08 ac/gal mix	5/9/22 cost: \$18.50 per gallon Plus staff time.	LD50, rat, >5,000 mg/kg
Polaris	Imazapyr	< 0.08 ac/gal mix	5/9/22 cost: \$18.50 per gallon Plus staff time.	LD50, rat, >5,000 mg/kg

### Chemical control of Japanese barberry:

**Effectiveness:** Herbicide treatments can be effective in containing, suppressing, or locally eradication most infestations of Japanese barberry. The timing and choice of application technique will determine control efficacy and should aim to minimize off-target effects.

Product	Active ingredient	Application rate	Cost (per ac.)	Acute oral toxicity
Garlon 4 Ultra	Triclopyr	1-2 % solution spray to wet	300	LD50, rat, >3,200 mg/kg
Accord XRT II	Glyphosate	1-5% solution spray to wet	250	LD50, rat, >5,000 mg/kg

### Justification for choosing glyphosate:

**Based on DLF's Environmental and Social Risk Assessment (ESRA) for glyphosate as well as the alternative analysis above**, glyphosate is chosen as the best alternative because:

- a) Glyphosate is the least toxic chemical alternative analyzed
- b) Glyphosate is the most cost-effective treatment option
- c) Application rates for Glyphosate are more favorable than other alternatives analyzed
- d) Mechanical control is ineffective at this site due to size of infestation

### Required/Recommended Herbicides & Required Timing of Application:

The target vegetation will be treated by the Contractor with the specified herbicides according to the schedule in the table below:

Target Vegetation	Application Method	Product Used	EPA Registration No.	EE ID Number	Allowable Application Dates
New York & hay-scented fern	Foliar spray	Oust XP	432-1552	566527	After frond maturation and from June 15 <sup>th</sup> - August 31 <sup>st</sup>
American beech, & striped maple ≥ 1" DBH	Cut stump or "hack and squirt"	Garlon 3A Or Arsenal	62719-37 241-346		Between June 15 <sup>th</sup> and September 20 <sup>th</sup> or before fall color and leaf drop
American beech, striped maple ≥ 1" DBH (Optional)	Basal Bark	Garlon 4 Ultra	62719-527		June 15 <sup>th</sup> – September 20 <sup>th</sup> or before fall color and leaf drop
American beech, and striped maple <1" DBH and <8' tall (Optional)	Basal Bark	Garlon 4 Ultra	62719-527		10 weeks prior to bud break until leaf out or June 15 <sup>th</sup> except when stem is wet, snow, or water prevent spraying the stem to the ground.
Honeysuckle, Multiflora rose, and Japanese barberry	Foliar	Accord XRT II	62719-556	541996 (barberry)	Between June 15 <sup>th</sup> and September 20 <sup>th</sup> or before fall color and leaf drop.
Japanese knotweed	ultra-low volume foliar application	8% Rodeo or Aquamaster 1 % Polaris  Dissolved in and carried by Thinvert RTU, a paraffinic oil used for ultra-low volume application. Thinvert RTU will comprise 91% of the total solution.	Rodeo: 62719-324  Aquamaster: 524-343  Polaris: 228-570	534718	After leaf break in the spring and before flower set in late summer. And/or After seed set and before killing frost in the fall.
Follow-up application (if needed)	Variable	Variable	Variable		Variable

Comparable herbicide products using the same active ingredients as those specified above and approved for forestry use as described below may also be used. The Contractor may choose the most suitable application method, subject to DEC review and concurrence. Additional or alternative herbicides or application methods must be documented in the Pesticide Application Record of Concurrence discussed above.

Selected herbicides, methods of application, conditions and procedures set forth in this Herbicide Application Plan will cover additional treatments as necessary to effectively eliminate target species.

**Exposure assessment:**

Application of herbicides must be done according to the product label (labels attached) and manufacturer's safety instructions and in compliance with State regulations.

The Contractor **shall** post a temporary warning sign at the primary entrance to the application site with the date and time of the most recent application. A sign may be provided by DEC upon request.

**Personnel:**

If the Contractor desires to subcontract the herbicide application, the Contractor shall act as the agent of the DEC and shall only subcontract to a registered pesticide business that is currently registered with the NYS DEC and employs a certified applicator in the appropriate category (ie: Category 2). If the Contractor desires to perform the herbicide application, then the Contractor needs to meet the same criteria as the subcontractor would. A pesticide applicator who is a holder of a N.Y.S. Commercial Applicator Permit (Category 2) must be present during the spraying operation.

Application of herbicide outside of the time periods described above is not recommended; however, the DEC may consider exceptions on a case by case basis. Spraying outside of the above date ranges shall not occur without prior approval of the DEC. The Contractor shall assume all risk for working outside of the above date ranges. Other modifications to this control plan shall not be made without prior approval of the DEC.

The Contractor shall not use any pesticide appearing on the "FSC® list of 'highly hazardous' pesticides", available at <https://ic.fsc.org>; nor any pesticide listed on the World Health Organizations, "WHO Class 1a (extremely hazardous) and Class 1b (highly hazardous chemicals)"; nor any chemical listed by the Stockholm Convention as Persistent Organic Pollutants (POPs).

**Proposed Application Method:**

Prior to spraying, the Contractor shall arrange to meet the DEC on site to review the herbicide application area. The Contractor shall also notify the DEC after application is complete.

Application methods may include foliar, cut stump, and cut frill or stem injection, commonly known as "hack and squirt", or basal bark. All target trees within the herbicide area that are smaller than 10 inches DBH, whether marked or unmarked, shall be treated. All target stems of honeysuckle spp., multiflora rose, Japanese barberry, and Japanese knotweed shall be treated.

Foliar herbicide applications will be applied by the Contractor using backpack sprayers according to the product label and manufacturer's safety instructions. Foliar applications shall be applied to the target vegetation uniformly throughout the area on a spray-to-wet basis but not to the point of runoff. A nonionic surfactant will be mixed with the herbicide



for foliar applications according to label instructions if the herbicide doesn't have a built-in surfactant.

Hack and squirt or cut-stump applications of herbicide must include a suitable dye in the herbicide mixture to ensure that the treated areas are readily visible.

Herbicide application shall stay 25 feet away from wetlands, spring seeps, intermittent streams and State boundary lines.

All of the designated area must be treated uniformly and after the herbicide application, at least 80% or more of the target vegetation stems must be dead. The effectiveness of the herbicide application will be evaluated by the DEC after June 15<sup>th</sup> during the following growing season through the use of six foot radius sample plots. Fern and woody species will be evaluated separately for effectiveness of the herbicide application. A contract extension will be required if the herbicide evaluation time period extends beyond the term of the contract. If the goal is not obtained after the first treatment, an additional herbicide application will be required. The Contractor will be required to file an extension to the sale if there is not sufficient time remaining in the original contract to properly evaluate the effectiveness of the application and to conduct any secondary herbicide application. Failure to do so may result in the forfeiture of all or part of the performance bond.

**Japanese Knotweed must be treated at minimum twice in one growing season.**

Equipment used in the application of herbicide or otherwise contaminated with herbicide shall not be used to draw water. Water mixed into herbicides will be brought to the site and will not be drawn from any water body adjacent to or located on State Forests.

**Weather/Treatment Conditions:**

To ensure the effectiveness of foliar applications, herbicide spraying shall only take place when the foliage is dry. Herbicide spraying shall not take place when rainfall is expected within 12 hours before and/or after application, during times when the temperature is below 68 degrees Fahrenheit, or when winds are gusty or exceed 10 miles per hour. The herbicide spraying shall be done in a manner, such that drifted herbicide does not impact adjacent private land.

No herbicide application may take place when the Palmer Drought Index drops below negative two (-2). The Palmer Drought Index map is available on the internet at: [https://www.cpc.ncep.noaa.gov/products/monitoring\\_and\\_data/drought.shtml](https://www.cpc.ncep.noaa.gov/products/monitoring_and_data/drought.shtml). Scroll down to and select: Palmer Drought Severity Index Graphic (current). The DEC may allow or prohibit spraying if local conditions differ from the Palmer Drought Severity Index.

**X. RARE, ENDANGERED, THREATENED OR SPECIAL CONCERN SPECIES**

The DEC reserves the right to implement temporary restrictions on harvesting activities to protect previously unknown occurrences of rare, endangered, threatened or special concern species found within or near the sale area.

**XI. OSHA and SAFETY RELATED TERMS**

OSHA regulations relating to safety and safety equipment must be followed at all times by the Contractor.

Non-designated dead or hazardous trees may be cut, pushed or pulled down when necessary to comply with OSHA regulations, but must be left on the site next to the stump and may not be utilized by the Contractor. In this situation, when the Contractor cuts a non-designated tree, the Contractor must notify the DEC within one business day. When the Contractor identifies a hazard tree which is too dangerous to cut or work around and will impact the completion of the contract, the Contractor must notify the DEC. If the hazardous situation cannot be resolved or mitigated, the DEC (upon consultation with the Contractor) will decide on an acceptable solution.

No person under the age of 18 shall be allowed within 100 feet of the sale area during harvesting operations unless they are part of a registered apprenticeship program, or enrolled in a recognized vocational training program or an approved on-the-job training program, or have completed such a program, and be at least 16 years old. Sale area shall be defined as the area identified on the sketch map developed for this sale and shall include the area marked for harvest, roads and trails accessing it, and the log landing.

## **XII. PERSONAL PROTECTIVE EQUIPMENT FOR CHAINSAW USERS**

Any person operating a chainsaw for any purpose while undertaking the activities authorized by this contract are required to wear Personal Protective Equipment (PPE), including at least the following: hard hat, eye protection, hearing protection, and cut-resistant chaps or pants. Additionally, the chainsaw must be equipped with properly functioning safety devices, including, at minimum, a properly functioning chain brake.

## **XIII. LOGGER TRAINING**

Any person who will perform any duties related to the felling, handling and removal of trees under this contract, hereunder referred to as "worker," regardless of whether they are an employee or subcontractor of the Contractor, shall maintain current (non-expired) certification under a Sustainable Forestry Initiative State Implementation Committee (SFI SIC) approved training program or equivalent program which includes a continuing education component, for the duration of the timber sale contract. Examples of acceptable training programs include, but are not limited to, the following:

- New York Logger Training (NYLT)
- Pennsylvania SFI Professional Timber Harvester Training Program
- Vermont Logger Education to Advance Professionalism (LEAP)
- Massachusetts Department of Conservation and Recreation Harvester License
- Maine Certified Logging Professional Program
- New Hampshire Professional Loggers
- Maryland/Delaware Master Logger Program
- Ohio Master Logger Certification

The DEC reserves the right to evaluate additional certification, licensing or training programs to determine whether they are comparable to the minimum standards for the above-listed programs. Evaluation and final determination for such programs shall be conducted by the Chief of Bureau of Forest Resource Management (BFRM) or the BFRM's State Forests Section Leader.

Prior to starting any timber sale tasks related to the felling, handling and removal of trees, the Contractor shall provide to the DEC a list of all worker names and certification or license

numbers (TLC number or equivalent) or a copy of the worker's logger training certificate (TLC certificate or equivalent) of any worker who will perform any duties related to the felling, handling and removal of trees.

If a worker's certification, licensing or training expires during the contract period that worker shall not perform any timber sale tasks related to the felling, handling and removal of trees until proof of current certification, licensing or training is provided to the DEC.

Duties related to the felling, handling and removal of trees shall include but are not limited to the use of chainsaws, mechanized felling and harvesting equipment, skidding and forwarding, slashing, chipping and stacking of forest products, or any other method of felling, handling or removing trees.

Workers who are not certified by an SFI SIC approved training program (or equivalent) may perform duties related to the felling, handling and removal of trees as long as the Contractor, in good faith, assures the DEC that the non-certified worker is actively pursuing certification by an SFI SIC approved training program (or equivalent). A contractor certified by an SFI SIC approved training program (or equivalent) may only supervise one non-certified worker (1:1 ratio) at any given period during the life of this contract. The Contractor shall inform the DEC when the worker receives certification by an SFI SIC approved training program (or equivalent) and provide proof of certification upon request.

Truck drivers and loader operators are not required to be certified if their only duties are the loading of forest products onto the truck and/or transportation of forest products from the harvesting site.

#### **XIV. FLUID LEAK CONTROL**

The Contractor will be responsible for the control and collection of fluids leaking from any equipment used on the site. The Contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Contractor must take action to collect and control fluids leaking from inactive equipment or equipment being maintained or repaired on-site. The collected fluids must then be reused or properly disposed of. For additional information regarding the handling of hazardous materials please refer to page 28-29 of the New York State Forestry BMP Field Guide – 2018 Edition.

For more information please reference the DEC Spills webpage <https://www.dec.ny.gov/chemical/8692.html> and the Spills Hotline number 1-800-457-7362. All petroleum spills that occur within New York State (NYS) must be reported to the Spills Hotline within 2 hours of discovery, except spills which meet **all of the following criteria:**

1. The quantity is known to be less than 5 gallons; **and**
2. The spill is contained and under the control of the spiller; **and**
3. The spill has not and will not reach the State's water or any land; **and**
4. The spill is cleaned up within 2 hours of discovery

#### **XV. DIESEL EMISSIONS REDUCTION ACT 2006**

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction

Act 2006 (DERA.) This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at <http://www.dec.ny.gov/regs/2492.html>.

The successful bidder must comply with the specifications and provisions of ECL Section 19-0323 and NYCRR Part 248, which require the use of BART and ULSD, unless specifically waived by the Department. Qualifications for a waiver under this law are the responsibility of the successful bidder.

#### **XVI. SEXUAL HARASSMENT PREVENTION CERTIFICATION**

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the minimum requirements of section two hundred one-g of the NYS Labor Law and Department of Labor's model policy and training standards) to all its employees.

Where competitive bidding is required pursuant to statute, rule or regulation, every bid made to the state or any public department or agency of the state must contain the following statement:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder shall provide a signed statement with their bid detailing the reasons why the certification cannot be made. After review and consideration of such statement, the DEC may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Bidders are required to sign and submit the attached Sexual Harassment Prevention Certification form. If the bidder cannot make the certification, then a signed statement must be submitted with the bid detailing the reasons why the certification cannot be made.

#### **XVII: EXECUTIVE ORDER No. 16**

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found at <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting> . The Executive Order remains in effect while sanctions against Russia imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business

operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations. As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership. Vendors responding to this solicitation are required to complete and submit the form entitled “Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia”.

### **XVIII. TERMS OF BIDDING**

Proposal blanks and any other information relative to this proposed sale may be obtained from Primary: **Dustin Monk**, Forestry Technician 1, NYS DEC, 65561 NY-10 Suite 1, Stamford, New York 12167, telephone (607) 652-3616, or by email at [dustin.monk@dec.ny.gov](mailto:dustin.monk@dec.ny.gov) or **Luke van der Veur**, Forester 1, NYS DEC, 65561 NY-10 Suite 1, Stamford, NY, 12167, (607) 652-3694, or by email at [luke.vanderveur2@dec.ny.gov](mailto:luke.vanderveur2@dec.ny.gov) or online at <http://www.dec.ny.gov/lands/69749.html> or by contacting the NYS DEC, Attn: State Timber Sales, 625 Broadway, 5<sup>th</sup> Floor, Albany, New York 12233-4255.

Bids must be submitted via mail, delivery service, or in person. All bids must be submitted on the original *Bid Proposal* (Proposal) form supplied by the DEC for this specific sale and included with this Notice. Alternate forms of bidding, including photocopies, will not be accepted. All blanks on the Proposal form must be completely filled in. Amounts must be written out and also stated in figures. Alteration of the Proposal by which the terms are changed may cause rejection of the bid. *Please note that the bid deadline is for receipt of the bid at the address listed below, not for mailing or entrusting to a delivery service. The Department is not responsible for lost or late mailings. Late bids will be returned unopened. No electronic submissions will be accepted.*

The original *Bid Proposal* must be accompanied with a completed and signed original *Bidders/Proposers Certification form, Executive Order No. 16 Certification, and Sexual Harassment Prevention Certification form*. The original *Bid Proposal, Bidders/Proposers Certification form, Executive Order No. 16 Certification, Sexual Harassment Prevention Certification*, and bid deposit for this sale must be submitted in an envelope addressed to **“NYS DEC, Bureau of Procurements & Expenditures, 625 Broadway, 10<sup>th</sup> Floor, Albany, NY 12233-5025,”** and clearly showing only the following information:

*Bidders Name Here*  
*Return Address Here*

**SEALED BID ENCLOSED**  
**DO NOT OPEN**

*Postage Here*

**NYS DEC**  
**Bureau of Procurements & Expenditures**  
**625 Broadway, 10<sup>th</sup> Floor**  
**Albany, NY 12233-5025**

**PROPOSAL: X012703, Otsego 6**  
**Bid Opening: 11:00 AM, October 6, 2022**

**Each proposal must be accompanied by a deposit of 10% of the amount bid in the form of check or money order drawn to the order of the "NYS Department of Environmental Conservation."** The DEC reserves the right to waive any technicalities concerning bids and also to reject any and all bids if the best interests of the State will be promoted thereby. Award to the successful bidder will be made within ten days after opening of bids. Bidders are asked to completely and legibly fill out the return address portion of the bid envelope. In the unlikely event that bids must be returned unopened, this will greatly facilitate their being sent back to bidders.

**IMPORTANT NOTICE**

***The attached "BIDDER'S/PROPOSER'S CERTIFICATION" form, "SEXUAL HARASSMENT PREVENTION CERTIFICATION" form, and EXECUTIVE ORDER No. 16 CERTIFICATION must be completed, signed, and returned along with your bid proposal. Failure to include these forms may result in rejection of the bid.***

In the event that two or more high bids are submitted in exactly the same amount, the bid that was received first by the DEC will be considered the apparent high bidder.

Notice of Sale documents, bid opening dates and bid results can be found on-line on the New York State Department of Environmental Conservation public web site address: <http://www.dec.ny.gov/lands/69749.html> and clicking on the NYS DEC Region where the timber sale is being offered. Bid results will be posted for 30 days beyond the bid opening date.

**XIX. TERMS OF SALE**

**A. General**

All monetary references are in U.S. dollars. All material will be paid for by the Contractor prior to the commencement of harvesting operations. The Contractor will execute and return the sales contract to "NYS DEC, Attn: State Timber Sales, 625 Broadway, 5<sup>th</sup> Floor, Albany, NY 12233-4255," along with all other required documentation, within 30 calendar days of Notice of Award.

The successful bidder will not commence operations hereunder until payment according to the payment schedule is made, and a fully executed copy of the sales contract is received by him/her with authorization to proceed with removal of products.

The Contractor may subcontract for the performance of work pursuant to this Contract only with the prior written approval of the DEC. If the Contractor enters into subcontracts for the performance of work pursuant to this Contract, the Contractor remains liable for compliance with all the terms of this Contract. The Contractor shall take full responsibility for the acts and omissions of its subcontractors.

### **B. Vendor Responsibility**

*State procurement laws require that state agencies award contracts only to responsible Contractors. To fulfill this requirement, potential Contractors may be required to complete a Vendor Responsibility Questionnaire or otherwise provide additional information to assist the DEC in assessing responsibility.*

- **General Responsibility:** The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- **Suspension of Work (for Non-Responsibility):** The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- **Termination for Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DEC officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- **Vendor Responsibility Questionnaire:** The DEC recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <http://www.osc.state.ny.us/vendors/index.htm> .

Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

### **C. Payment Schedule**

The Contractor will make payments according to the following schedule unless adjusted by the DEC:

- 1<sup>st</sup> Payment = 10% of purchase price previously paid as bid deposit.
- 2<sup>nd</sup> Payment = 35% of purchase price prior to commencement of harvesting operations in Parcel A.
- 3<sup>rd</sup> Payment = 20% of purchase price prior to the commencement of harvesting operations in Parcel B.
- 4<sup>th</sup> Payment = 35% of purchase price prior to the commencement of harvesting operation in Parcel C.

Regardless of harvesting activity completed or commenced, the Contractor shall make payments in the amount of **50%** of the purchase price before **September 6, 2024**, and shall make payments in the amount of **100%** of the purchase price before **April 7, 2025**.

No payment other than the 10% bid deposit will be accepted until the Comptroller has approved the sales contract. Failure to execute and return the sales Contract to the *NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255*, along with all other required documentation, within 30 calendar days of Notice of Award may result in forfeiture of the bid deposit and the awarding of this sale to the next highest bidder. Payments shall be in the form of check or money order made payable to the "**NYS Department of Environmental Conservation**" and submitted to *NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255* before the date stipulated in the Payment Schedule.

### **D. Performance Bond**

The executed contract must be accompanied by one of the following:

- a Surety bond
- a Bank/Certified check
- a Certificate of Deposit assigned to the Department of Environmental Conservation
- a Letter of Credit from a Federally chartered or State licensed financial institution

in the amount of **\$20,000.00** for the faithful performance of the sales contract.

### **E. Notarizations**

The following rules apply for any individual designated as "**Notary**" on all Department contracts:

- Any stockholder, director, officer, or employee of a corporation that is a party to the contract either as an individual OR as representative of the corporation may not take an acknowledgment /notarize.



- If the employee has an ownership interest in the company and a DIRECT monetary interest in the contract (their pay depends upon it and it alone) they may not take the acknowledgement /notarize. **An employee with no ownership interest in the company may notarize contract signatures.**

#### **F. Insurance**

The Contractor agrees to procure and maintain at its own expense and without expense to the DEC insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

The Contractor shall furnish to the DEC a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEC for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Insurance policies will not be accepted that:
  - remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of work; or
  - remove or modify the "insured contract" exception to the employers liability exclusion; or
  - do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
- **The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees**, with the address: **NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255**, shall be listed as Certificate Holder on all liability insurance certificate(s), as "Additional Insureds" on endorsement(s) and on additional supporting documentation.
- In the "Description of Operation/Locations..." section, the **Contract Number and State Forest (X012703, Otsego 6) must** be referenced.
- The policies shall include a **Waiver of Subrogation** endorsement in favor of the DEC as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the DEC; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the DEC.

- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the DEC and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- When coverage is provided by a non-admitted carrier, a copy of the declarations page along with the ELANY stamped certification wording affixed to the certificate of insurance must be provided to ensure that the excess line insurance has met all of the requirements for a valid excess line transaction in accordance with Article 21 of the New York State Insurance Law.
- Worker's Compensation and Disability Benefits certificates shall name the **New York State Department of Environmental Conservation, with the address: NYS DEC, Attn: State Timber Sales, 625 Broadway, 5th Floor, Albany, NY 12233-4255**, as entity requesting proof of coverage.
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later. If at any time during the term of this contract the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the DEC, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the DEC.
- Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

The following types and amounts of insurance are required for this Contract:

**1. Workers' Compensation:**

For work to be performed in New York State, the Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

**Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.**

Additional information can be obtained at the Workers' Compensation website:  
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

**2. Disability Benefits:**

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the DEC and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

**Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.**

Additional information can be obtained at the Workers' Compensation website:  
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

**3. Commercial General Liability Insurance:**

Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract.

The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$1,000,000
- General Aggregate – \$2,000,000

Coverage shall include, but not be limited to, the following:

- premises liability;
- independent contractors;

- blanket contractual liability, including tort liability of another assumed in a contract;
- defense and/or indemnification obligations, including obligations assumed under this contract
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract;
- explosion, collapse, and underground hazards;
- contractor means and methods; and
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

For contracts valued at less than \$10,000.01. the Contractor may choose to arrange with the DEC to purchase an insurance permit that covers general liability insurance that meets the Commercial General Liability Insurance requirement. An annual \$5.00 premium shall be required on or before April 1 of each year the contract is in effect.

**4. Business Automobile Liability:**

Contractor shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with the contract, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

If the Contractor does not own, lease or hire any registered motor vehicles or will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. However, Contractor is required to execute "*Business Automobile Liability Insurance Attestation.*"

The Contractor shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. DEC reserves the right to request proof of the same.

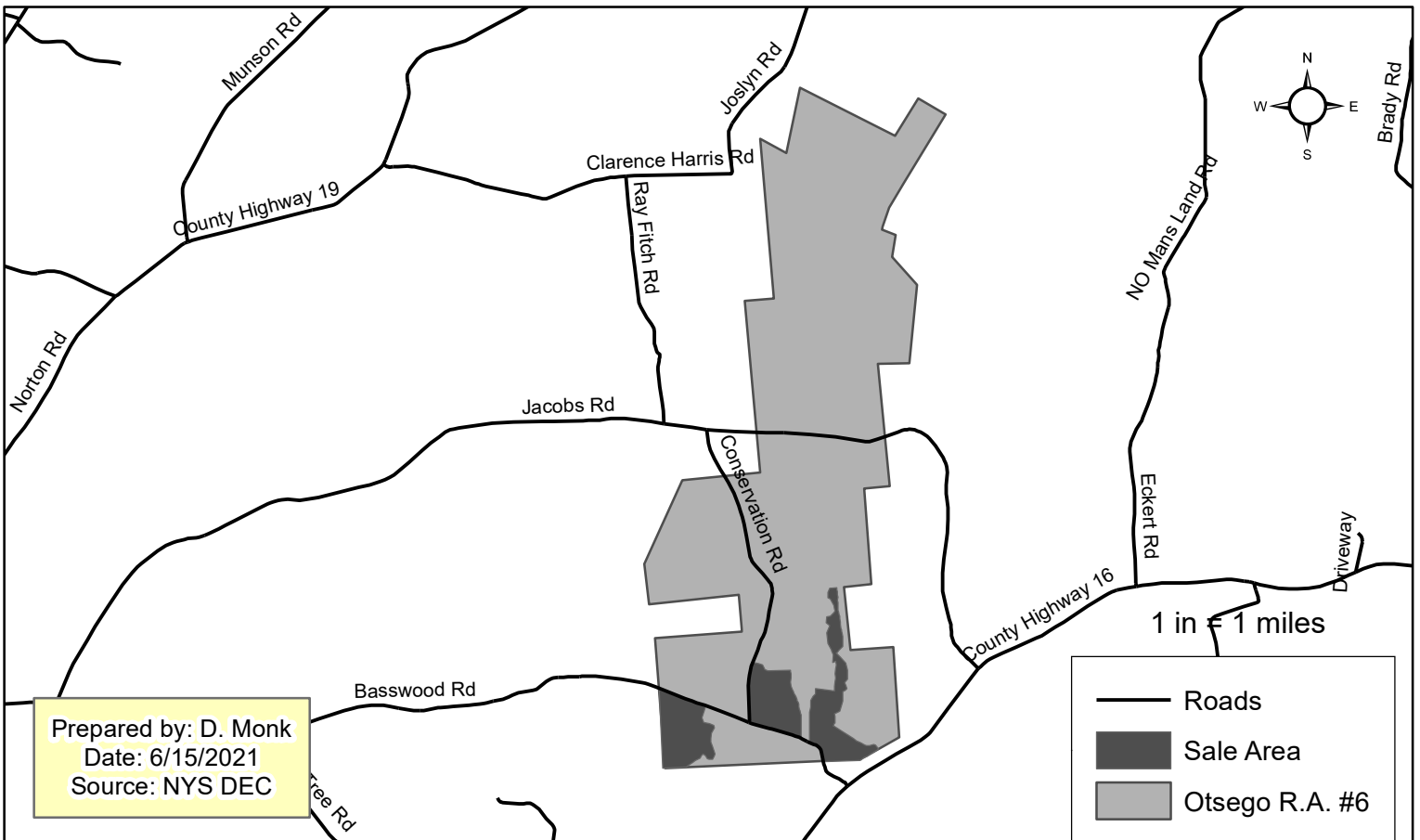
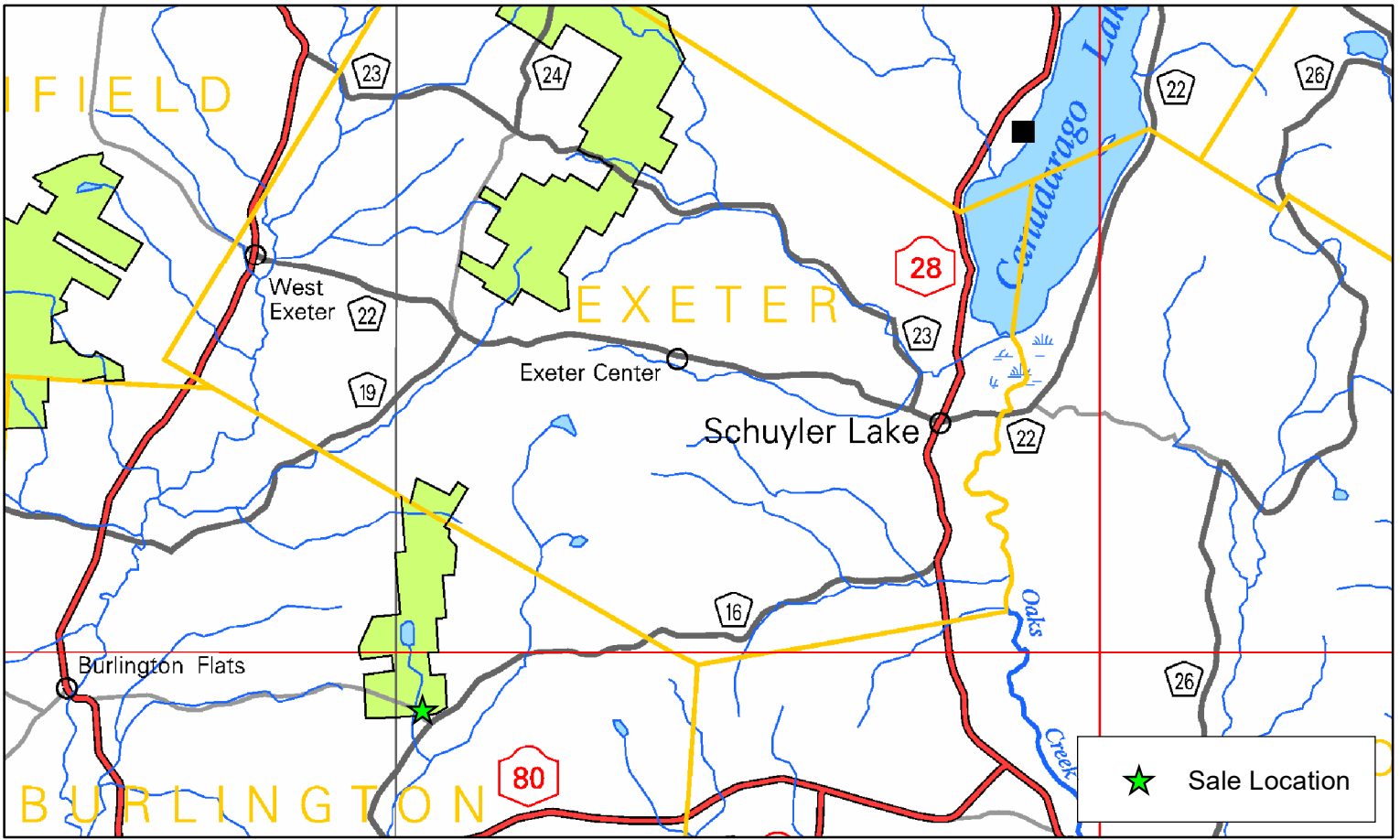
**5. Umbrella and Excess Liability:**

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

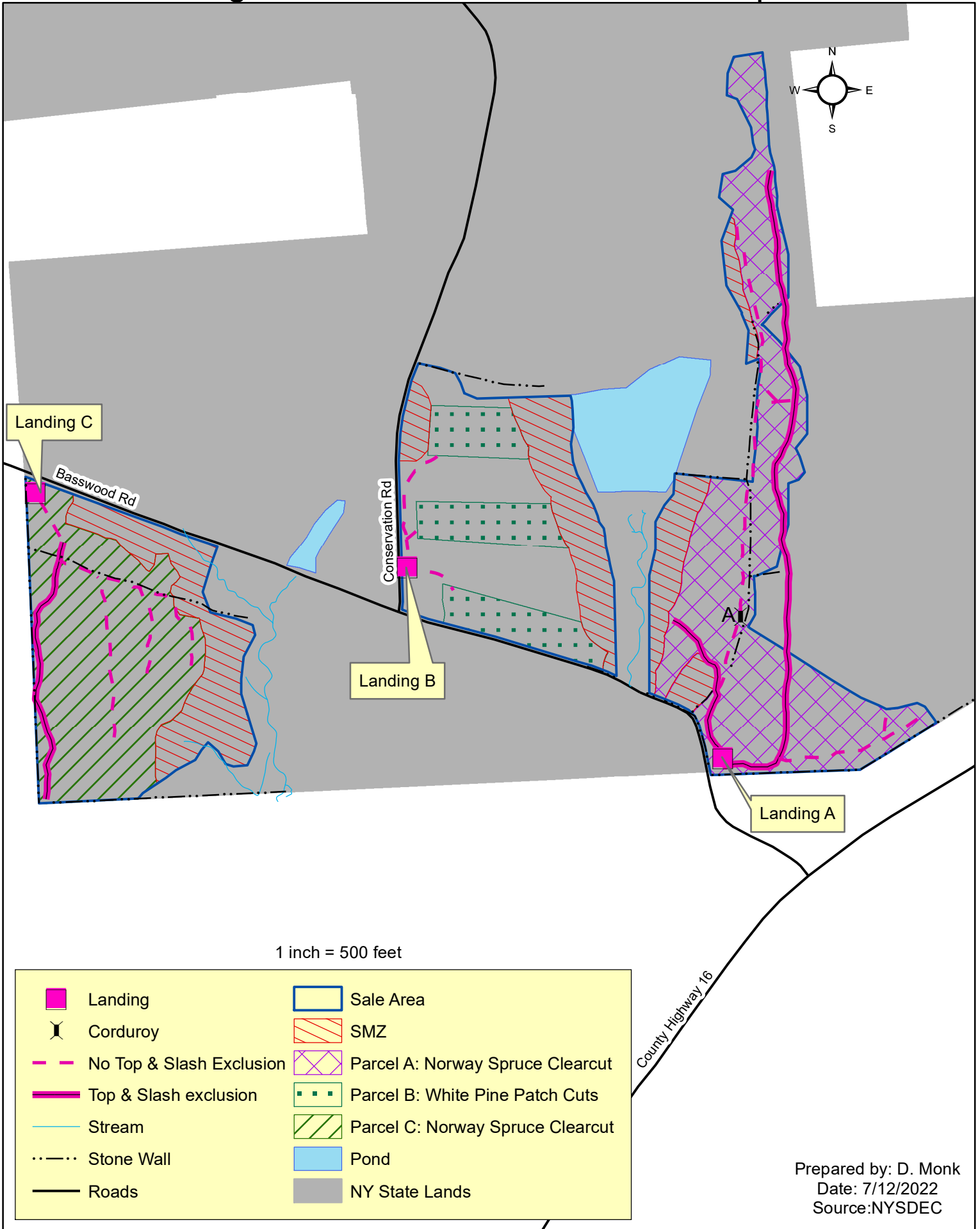
The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein.

Basil Seggos  
Commissioner

# Otsego R.A. #6, Twin Creeks Sale Location Map

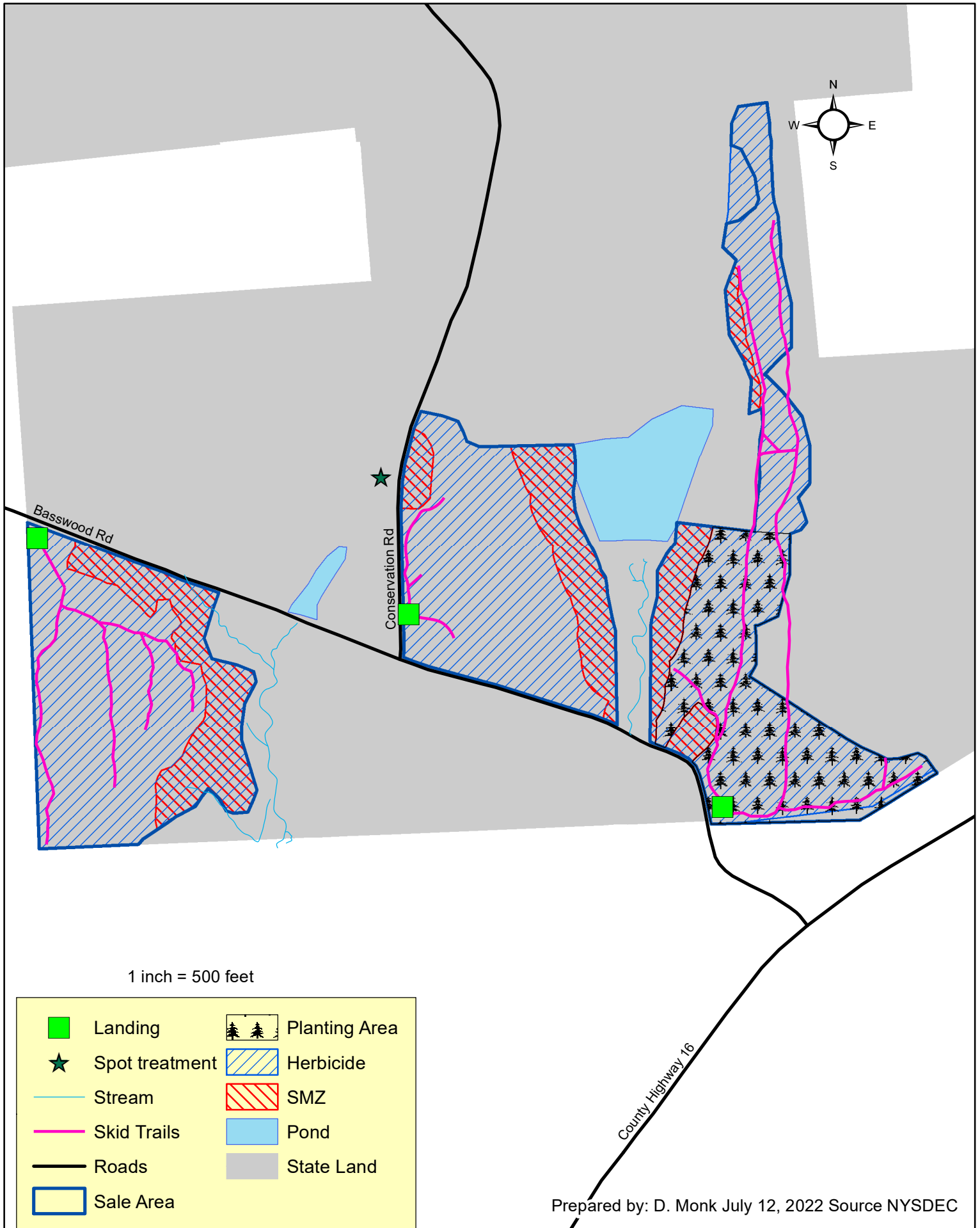


# Otsego R.A. #6, Twin Creeks Sale Map



Prepared by: D. Monk  
 Date: 7/12/2022  
 Source: NYSDEC

# Otsego R.A. #6, Twin Creeks Sale Herbicide & Planting Map







STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
SALE OF FOREST PRODUCTS
PROPOSAL

I have examined the forest products offered for Public sale by the State of New York located on

Otsego Reforestation Area # 6, Basswood Pond State Forest; Stands A-31.22, 36.2, 40

and hereby bid the following price in accordance with the terms of the advertisement, Notice of Sale and Contract:

\_\_\_\_\_ dollars and

\_\_\_\_\_ cents

\$ \_\_\_\_\_

(Minimum Acceptable Net Bid \$101,293.80 U.S.)

Enclosed is a 10% bid deposit of \$ \_\_\_\_\_

I understand that the forest products being offered for sale will be awarded to the highest responsible responsive bidder. If I am the successful bidder, I agree to abide by the terms of the Contract; to execute the Contract within 30 days of the notification of award, to pay the bid price in accordance with the payment schedule as specified in the advertisement, Notice of Sale and Contract, and to remove from State land by October 7, 2025 all timber therein designated.

\*\* ALL ENTRIES MUST BE IN INK AND CLEARLY WRITTEN\*\*

IMPORTANT NOTICE

The attached "Bidder's/Proposer's Certification" form must be completed, signed, and returned along with your Bid Proposal. Failure to include this form will result in disapproval of the bid.

CERTIFICATION

If you, or your firm, have been certified for and principles of the Forest Stewardship Council or the Sustainable Forestry Initiative, Please enter your certificate number here.

\_\_\_\_\_  
Certification No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Legal Business Name

\_\_\_\_\_  
If you use a DBA, please list DBA here

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company / Owner Federal Identification No.  
Social Security Numbers should be used only if you do not have a Federal Identification Number

\* PLEASE SEE OTHER SIDE

**Contract #: X012703**

**Sexual Harassment Prevention Certification Form**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
  
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
  
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
  
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**BIDDER'S/PROPOSER'S CERTIFICATION**

NON-COLLUSIVE BIDDING

AND

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

AND

STATE ETHICS LAW PROVISION

AND

PROCUREMENT LOBBYING LAW

BY SUBMISSION OF THIS BID/PROPOSAL AND BY SIGNING HEREUNDER THE BIDDER/PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

**A. NON-COLLUSION State Finance Law §139-d**

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and

3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

**B. MACBRIDE FAIR EMPLOYMENT PRINCIPLES State Finance Law §165(5)**

1. it or any individual or legal entity in which the bidder/proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder/proposer, either: (answer yes or no to one or both of the following, as applicable).

2. has business operations in Northern Ireland;

No Yes (check answer) **IF YES, COMPLETE #3**

3. shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

No Yes (check answer)

**C. STATE ETHICS LAW PROVISION**

By submittal of this bid/proposal, the undersigned hereby certifies, for and on behalf of the bidder/proposer, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL §73(8)(a)(i) the two year bar, and §73(8)(a)(ii), the life-time bar, and that submittal of this bid/proposal is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the bidder/proposer recognizes that the Department may rely upon this certification

Except as follows: (attach information if needed)

(Bidder/Proposer is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws.

Any questions as to the applicability of these provisions should be addressed to the New York State Joint Commission on Public Ethics, 540 Broadway, Albany, New York 12207. Telephone Number: 518-408-3976.

**D. PROCUREMENT LOBBYING AFFIRMATION**

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Date:

Print Name and Title:

Signature: \_\_\_\_\_