

## Exhibit C: Specifications, Duties, and Scope of Work

1. **Scope of Work.** The purpose of this agreement is to contract with a Contractor to provide Herbicides/Adjuvants and Herbicide/Adjuvants Technical Services to State agencies and members of the Cooperative Purchase Venture (CPV) Program, on an as needed basis.
  - 1.1 This contract does not include service for the normal application of the products. The Contractor will provide services as written in the technical services area.
2. **Definitions and Abbreviations.** For the purpose of this Contract, the following definitions are applicable:
  - 2.1 **Contract Administrator/Acquisition Management Specialist (AMS)** - The staff person from the Department of Administration identified as the contact person who is responsible for the management of the Contract.
  - 2.2 **Adjuvants** – Substances which do not have pesticide activity but aid in mixing or enhancing pesticide performance.
  - 2.3 **Contract User** - State agencies and departments, and members of the Cooperative Purchasing Venture that utilize this Contract.
  - 2.4 **Contractor**- The person or entity which enters into a Contract with the State to furnish goods or services.
  - 2.5 **Contract Representative** - The Contractor staff person designated or identified by the Contractor as the contact person who is responsible for management of this Contract from the company.
  - 2.6 **Current Inventory** – Product Manufactured no more than two years prior to delivery to the Contract User.
  - 2.7 **Distribution Site** - A location where product can be picked up. Distribution sites must be open for pickups at least three (3) days per week and at least four (4) hours per day.
  - 2.8 **Expertise** - Knowledge and experience to solve problems and answer technical questions with a high degree of skill and knowledge of herbicides including chemistry, mode of action, and application technology.
  - 2.9 **Forest Application** - Application of herbicides in forest management.
  - 2.10 **Herbicides** – Substances intended to kill, regulate, or interrupt the growth of plants. Herbicides, used to control dangerous or unwanted vegetation not limited to species listed in Minnesota Statutes §18.76 to §18.91, are also known as the “Minnesota Noxious Weed Law.”
  - 2.11 **Natural Areas Application** – Application of herbicides in natural areas such as prairie restoration sites, conservation sites, wetlands (emerged vegetation only), and remnant prairie.
  - 2.12 **Pesticides** - Pesticides are substances or mixtures of substances intended to: prevent, destroy, and repel any pest, such as insects, weeds, rats, mice, bacteria and mold and to regulate or eradicate unwanted vegetation.
  - 2.13 **Refillable, Returnable Containers:** A container management system of supplying herbicides in which the empty container is returned to the supplier to be refilled and reused. This system reduces the waste stream and applicator exposure, and eliminates triple rinsing. Custom blends can be formulated to increase application efficiency and reduce potential for mixing errors.
  - 2.14 **Rights-of-Way Application** - Application of herbicides to roadside, utility, and other rights-of-way.

2.15 **Safety Data Sheets (SDS)** - An information sheet available from the manufacturer that provides details on chemical properties, toxicity, first aid, hazards, personal protective equipment, and emergency procedures to be followed in the event of a spill, leak, fire, or transportation crisis. National Pesticide Applicator Certification CORE Manual, 2nd edition, 2014.

2.16 **Technical Service** - Technical assistance provided by the vendor including, training, research and other related expert service.

2.17 **Turf and Ornamental Application** - Application of herbicides for propagation of ornamental plants or for landscape maintenance (lawns, parks, athletic fields, golf courses, nurseries, greenhouses).

### 3. Contractor's Required Capabilities.

3.1 **Experience.** The Contractor must have a minimum of three (3) years' experience in providing herbicides and related technical services that are equal to or comparable to the scope and magnitude required in this Exhibit.

3.2 **Contract Management.** The purchasing volume of the State is generated from multiple end-users (Customers) in different locations across the State of Minnesota and possibly outside of the State based on orders from Cooperative Purchase Venture members. The State's expectation is that this Contract will be serviced at a high level, supported by professionals who have deep experience within Herbicides/Adjuvants and Herbicide/Adjuvants Technical Services. The Contractor shall identify a project team dedicated to this State contract and structure the roles to efficiently meet each of the required capabilities.

3.2.1 **Designated Account Manager.** The Contractor must provide a designated account manager who will be the main point of contact dedicated to the service of this State contract that are able to answer questions and resolve problems that arise.

3.2.1.1 The account manager and or the personnel designated to service the contract must have online access to information to provide immediate responses to inquiries concerning Herbicides/Adjuvants and Herbicide/Adjuvants Technical Services and be able to provide the status of orders (shipped or pending), delivery information, back-order information, State-wide contract pricing, contracted product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. The designated personnel must be available by phone (via local or toll-free number), email and if requested by fax.

3.2.1.2 The account manager shall be available by phone (via local or toll-free number) and email at a minimum, 8:00 AM to 4:30 PM Central Time, Monday through Friday, except State Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

3.3 **Field Staff.** The Contractor must provide field staff that have knowledge and experience in managing vegetation in roadsides, natural areas, and forests throughout Minnesota.

3.3.1 The field staff must have detailed expertise for identifying and controlling the State listed prohibited noxious weeds along with other undesirable herbaceous, woody, and aquatic plant species which grow in Minnesota and are addressed in the following Minnesota pesticide licensing categories: rights of way, natural areas, forestry, turf, and ornamental applications.

3.3.1.1 The field staff must be able to identify native and exotic brush, trees, herbaceous, and aquatic plants commonly found in Minnesota.

**3.4 Technical Service Requirements.** Technical Services are broken down into three categories.

**3.4.1 Technical assistance.** Technical assistance includes, but is not limited to in the field visits and answering phone calls for products.

3.4.1.1 When requested, the Contractor must provide technical assistance on the herbicides supplied. This technical assistance may include on site or in the field troubleshooting of application problems, and answering questions over the telephone. The cost for this service must be included in the product cost. No extra charges will be allowed.

3.4.1.2 All requests for information and technical assistance from customers shall be answered within two hours of a phone request, during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. Site visits must be provided within 24 hours of the initial call, if the customer deems it necessary.

3.4.1.3 A toll-free technical assistance line must be available during normal business hours so the Contractor can provide experienced advice in the areas listed above.

**3.4.2 Training.** Training includes, but is not limited to in the field and classroom on applying products, mixing, equipment calibration and troubleshooting, application licensure, and product updates.

3.4.2.1 The Contractor must provide both field training and classroom training by qualified trainer(s).

3.4.2.2 The State requires the trainers, upon request, need to provide a list of the education and certifications acquired relating to the herbicides the State's required application of herbicides, including aerial application.

3.4.2.3 The Contractor must provide on-site applicator training in the area of rights of way, natural areas, and forestry.

3.4.2.4 Training shall consist of the following:

3.4.2.4.1 Upon request, the Contractor will assist in making presentations for maintaining herbicide application training. Presentations may each be up to one and one-half hours in length or as requested.

3.4.2.4.2 Contractor will provide annual product update meetings at various locations throughout the State.

3.4.2.4.3 Contractor will provide on-site training of field crews demonstrating product mixing, proper application techniques, and equipment troubleshooting.

**3.4.3 Research assistance.** Research assistance includes, but is not limited to comparing effectiveness of products, and application techniques.

3.4.3.1 The Contractor shall provide research assistance to the State for the following purposes:

3.4.3.1.1 The research will compare the effectiveness of various products, application techniques and methods, comparing new products to familiar ones.

- 3.4.3.1.2 The research will also evaluate products or application performance in controlling various noxious weeds, brush, or unwanted vegetation.
- 3.4.3.1.3 The research assistance will take place using one or more of the following methods:
  - (i) Set up test plots independently and demonstrate the effectiveness of various products.
  - (ii) Participate with test plots installed by the Customer.
  - (iii) Assist and/or provide field advice when new products are tried or new application techniques are initiated.
  - (iv) Help with evaluations of all research plots installed.

3.5 **Distribution Site.** At least one distribution site must be located in Minnesota, or within 30 miles of the Minnesota border. Multiple distribution sites throughout Minnesota are preferred so that product can be picked up by an agency if needed. Distribution sites must be open for pickups at least three (3) days per week and at least four (4) hours per day.

#### 4. Specifications.

4.1 All materials, equipment, supplies or services shall conform to federal and state laws and regulations and to the specifications contained in this solicitation.

4.2 The Contractor will only offer pesticides that are registered by the [United States Environmental Protection Agency](#) (EPA) and the [Minnesota Department of Agriculture \(state.mn.us\)](#) (MDA). If there is a conflict between the EPA and MDA, the more restrictive requirements apply.

4.3 The applied laws and statutes include, but are not limited to:

4.3.1 [U.S.C. §§136-136y](#) "Federal Insecticide, Fungicide, and Rodenticide Act" (FIFRA)

4.3.2 [Minnesota Statutes §18B](#), "Pesticide Control"

4.3.3 [Minnesota Statutes §182.653](#) "Rights and Duties of Employers"

4.3.4 [Minnesota Administrative Rules, Chapter 1505](#) "Pest and Disease Control"

4.3.5 [Minnesota Administrative Rules Chapter 5206](#), "Hazardous Substances; Employee Right-to-Know"

4.3.6 [Executive Order 16-07 \(PDF\)](#), "Directing Steps to Reverse Pollinator Decline and Restore Pollinator Health in Minnesota"

4.4 **Inventory Dating and Levels.** All goods must be manufactured no more than two years prior to delivery to the customer. The Contractor shall maintain an adequate amount of the current inventory during the usual Minnesota application season so that products can be obtained and applications made by State crews and other Contract Users in a timely manner.

4.5 **Application Materials.** The Contractor is responsible for the purchase of specified pesticide products. Any pesticide obtained for purposes of fulfilling the terms of this contract must be properly and currently registered with both the US Environmental Protection Agency and the Minnesota Department of Agriculture.

4.6 **Safety Data Sheet (SDS).** The Contractor shall keep a copy of all SDS for each product sold to the Customer throughout the course of the contract.

4.6.1 Safety Data Sheets must be readily accessible for all pesticides prior to employee use in accordance with Federal OSHA 1910.1200 "Occupational Safety and Health Standards" and Minnesota Administrative Rules, Chapter 5206, Part 5206.0100 "Hazardous Substances; Employee Right-to-Know"

4.6.2 Upon request, the State requires the Contractor to submit electronic certified chemical analysis or registered label for any and all products substituted or offered as an approved equal to products listed in Exhibit D: Price Schedule. The certified chemical analysis or registered label shall show brand name, percent per pound or gallon (or other appropriate size) concentrations of active ingredients in the material the Responder proposes to furnish. The State reserves the right to request analysis or label information for any products offered.

#### 4.7 **Delivery Requirements.**

4.7.1 **Shipping expectations.** Orders are expected be shipped within two days after receipt of the purchase order, and product must be received by Contract User within five days of receipt of the order.

4.7.1.1 In the case of unanticipated problems causing a delay, the Contractor must notify the customer of the problem and when the shipment will be made.

4.7.1.2 In the event that the Contractor fails to supply the product within the agreed upon period, the customer may, after notifying the Contractor purchase the product on the open market. The Contractor may be charged for any cost differential incurred.

4.7.2 **Shipping containers.** All product supplied must be shipped in original containers, or in acceptable refillable, returnable containers.

4.8 **Refillable, returnable containers.** Contractor must be able to supply herbicides in a variety of refillable, returnable containers. Upon customer's request, the Contractor will provide refillable, returnable containers in sizes greater than or equal to 15 gallons. The State is interested in the following sizes of such containers: 15, 25, 30, 200, 275 gallons.

4.9 **Return of empty non-refillable, returnable containers.** The Customer will notify the Contractor when a non-refillable, returnable container 15-gallon size and larger is empty, and, at Contractor's expense, shall ship the container back to the Contractor. For this purpose, the customer will triple rinse the containers, and the Contractor will designate a location or locations within the State of Minnesota where the drums can be returned. Upon return, the drums become the property of the Contractor.

4.10 **Addition of herbicides and adjuvants.** Additional herbicides and adjuvants can be added to the contract via an executed Amendment following review and approval by the State. All proposed herbicides and adjuvants need to be approved by MnDOT State Toxicologist. Labels and SDS for new products must be submitted to the contract Administrator by November 1 or as otherwise agreed to for the following contract year.

- 5. Contractor's Preferred Capabilities.** The Contractor should have herbicide and herbicide technical experience with other federal and/or State agencies or departments or other entities through a contract or other arrangement with similar volumes and shipping to multiple agencies or customers on a statewide basis.
- 6. Administrative Personnel Changes.** The Contractor must notify the Contract Administrator of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of the Contractor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Contract Administrator, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.
- 7. Contractor's Personnel and Technical Service.** If the need arises to add to or remove any of the Contractor's key personnel, whether permanently or temporarily, the Contractor must provide written notification two weeks in advance to the Contract Administrator. This notice is only required if the change is for more than 10 consecutive workdays excluding normal vacation leave. If the Contractor is adding Technical Service personnel, the written notification should include the proposed individual's name and his or her resume. If the Contract Administrator does not approve the proposed change(s), the Contract Administrator will respond in writing within two weeks.