

## **Soil Fumigation Specifications at the East Tennessee Nursery**

Purchasing Agency: State of Tennessee/Tennessee Department of Agriculture/Tennessee  
Division of Forestry/East Tennessee Nursery (ETN)  
Contract Period: FY 2024-2025 Season  
Job Location: 9063 Highway 411 South, Delano, Tennessee 37325

This contract is for a one-time service for fumigation of the soil in certain seedling production fields at the East Tennessee Nursery in Delano, Tennessee with a methyl bromide/chloropicrin fumigant mixture as specified below.

F.O.B. Destination (One-Time Purchase) - seller retains liability for loss or damage until the goods are delivered to the buyer.

F.O.B. Point for Shipments: East Tennessee Nursery  
9063 Highway 411 South  
Delano, TN 37325

Required Application Period: August 1 through October 15, 2024

Fumigant Concentration: 80% Methyl Bromide/20% Chloropicrin

Treated Area, Application Rate, Tarping Material: 23.24 acres at a rate of 350 pounds per acre, tarped with TIF plastic film

Price for fumigation shall be based on Tennessee's Quarantine and Phytosanitary (QPS) regulations recommending methyl bromide soil fumigation to assure pest-free plant materials for intra-state shipment.

Before fumigation begins, the Contractor shall provide documentation of the following to a representative from the ETN:

- Soil temperature is 60°F to 80°F at the depth of application (12").
- The soil must be moist 9" inches below the surface. If soil moisture is greater than 75% (course) or 50% (fine), then the soil moisture must be decreased and wait for conditions to be within defined parameters.
- Pounds of chemical to be used.

### **Application Conditions**

- Fumigate when soil temperature is 60°F to 80°F at the depth of application (12"). The ETN personnel will have the soil tilled to a depth of 5-8" prior to fumigation.
- The soil must be moist 9" inches below the surface. If soil moisture is greater than 75% (course) or 50% (fine), then the soil moisture must be decreased.

The Contractor shall inject the fumigant mixture into the soil at a depth of no less than 6".

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The Contractor shall tarp the fumigated area with clear, continuous TIF plastic film as specified above. The plastic film shall be applied simultaneously with the injection of the methyl bromide/chloropicrin fumigant mixture into the soil.

The Contractor shall immediately repair any tears or holes that may occur in the tarp or any strips that may come un-glued during the application of the fumigant.

The Contractor shall apply the fumigant as specified above on a total of 23.24 acres as follows: 8.49 acres in Compartment 3, 8.84 acres in Compartment 4, and 5.91 acres in Compartment 6 as shown on fumigation map.

The Contractor shall remove and dispose of the tarp after the application of the fumigant has been completed. The tarp shall remain in place on each area treated for the length of time specified on the fumigant label. Under normal conditions, the tarp would remain in place for ten (10) days following the application of the fumigant; however, if a threat of rain or high winds is present, the tarp may be removed 48 hours after the application for each field has been completed. The tarp shall be completely removed from the ETN premises no later than 21 days after the entire soil fumigation job has been completed.

The Contractor shall supply all equipment, materials, and personnel necessary to successfully complete the application of the fumigant and remove and dispose of the tarp. The Contractor will make all arrangements with a company to provide an adequately sized dumpster/roll-off container, secure the delivery, arrange pickup within 30 days after tarp disposal, and pay all invoices. These fees are to be included in the price bid per acre.

The Contractor shall be licensed by the Tennessee Department of Agriculture as a Commercial Pest Control Operator. The Contractor shall submit a copy of the company license as a part of their bid.

The Contractor shall not hold the State of Tennessee/Tennessee Department of Agriculture/Tennessee Division of Forestry/East Tennessee Nursery (ETN) liable for any damages that may occur to its employees, its equipment or its employees' equipment during the performance of the services outlined herein.

The job shall be started as soon after August 1, 2024, as possible, provided that soil moisture and temperatures at the ETN are adequate to ensure an effective fumigation job. Work shall be completed by approximately October 15, 2024. If the job cannot be completed by October 15, 2024, due to circumstances beyond the control of the Contractor, the Contractor must provide in written documentation the reason for the delay. Afterwards, the State expects that the work shall be completed by November 15, 2024. It is further expected that once the job has commenced, it shall continue uninterrupted unless the Contractor is prevented from doing so due to matters recognized by the State as being beyond the control of the Contractor.

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If the Contractor fails to provide services as set forth in this agreement, including but not limited to, failing to provide fumigation services within the prescribed period, the Contractor shall be liable to the State for all actual and direct damages caused by such failure. In the event the Contractor fails to provide services as set forth in this agreement, the State may substitute the services from a third party. The State may recover the costs associated with acquiring substitute services, less any expense or costs saved by the Contractor's default, from the Contractor.

The Contractor shall be required to maintain or have available his own personnel, equipment and supplies sufficient to perform "on-time" as specified in this invitation to bid.

All quotations shall be F.O.B. destination (ETN). The term F.O.B. destination shall mean all charges for transportation and unloading will be prepaid by the Contractor and seller retains liability for loss or damage until the goods are delivered and unloaded at the ETN.

### **Clean-Up**

Clean up of the treated area shall be the responsibility of the Contractor. The Contractor shall assure that the job site is clean of nails, debris, etc. at the end of each day to ensure safety. The Contractor will clean up and haul away all debris and scrap when work is completed. All waste materials shall be completely removed from the ETN premises no later than 30 days after the entire soil fumigation job has been completed.

### **Warranty**

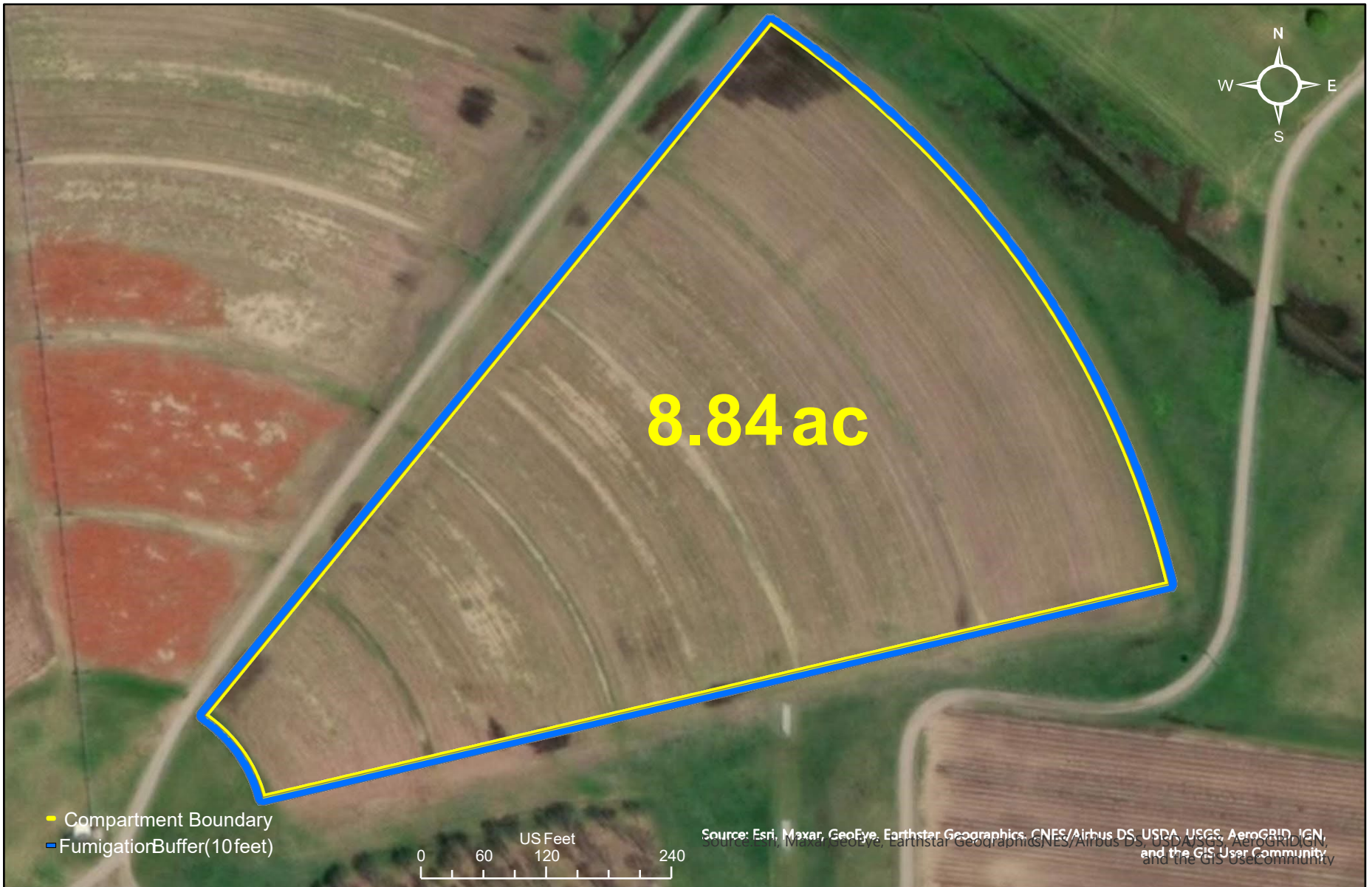
Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge. Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract. Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry. If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.





Date: June 2020  
Author: Sarah Plumb





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