

**GENERAL SPECIFICATIONS PENNSYLVANIA  
GAME COMMISSION  
STEM INJECTION CONTRACT (HACK &  
SQUIRT)**

**I. SCOPE OF WORK:**

The Pennsylvania Game Commission requires a stem injection (Hack & Squirt) of approximately 80,427 stems of Red Maple, Yellow Birch, Beech and Striped Maple ranging from 1 inch to 10 inches DBH on 370 acres on SGL 069, Randolph Township, Crawford County. Services shall include, but are not limited to, the furnishing of all materials, labor, equipment and herbicide, tools, superintendence, miscellaneous items, and performing all work necessary to complete the project to the satisfaction of and subject to the approval of the Commission.

- A.** Questions regarding any technical aspects of this bid should be directed to LMGS Darin Clark, at telephone no. (814) 432-3187. Questions specific to the bidding process should be directed to the PGC Purchasing and Procurement Division at telephone no. 717/787-6594.

**II. CONTRACT TASKS:**

Project Location and Description: Area is comprised of 12 separate wooded blocks totaling approximately 370 acres on State Game Lands 069. Blocks 1 and 2 are located off Guys Mills Road 0.4 miles east of the intersection of Guys Mills Road and Carpenter Road. Block 3 is located off a gated game lands road off Carpenter Road 0.7 miles south of the intersection with Guys Mills Road. Blocks 4, 5, 6, 7 and 8 are located off Carpenter Road. Blocks 9, 10 and 12 are located off Smith Road. Block 11 is located off a gated game lands road east of the intersection of Carpenter and Turkey Track Roads.

1. Approximately **370** acres on State Game Lands 069 will require the hand stem injection of interfering woody vegetation under this contract.
2. Blocks follow:

<b>Block Number</b>	<b>Acres</b>	<b>Stems</b>
1	17	5979
2	11	1795
3	34	6585
4	21	4093
5	38	9731
6	15	2221
7	35	5122
8	26	3897
9	48	8614
10	79	21517
11	30	7114
12	16	3759

3. An application rate of 50% Glyphosate between contract signing - March 18, 2022 / May 16, 2022- June 30, 2022.

**III. SITE INSPECTION AND ASSISTANCE:**

A show day for this project is scheduled for **0900 on Tuesday, January 4<sup>th</sup>, 2022** at the following location (see Attachment). Questions concerning the site characteristics of these projects should

be directed to Field Forester Ryan Thompson, 814-516-2134.

State Game Lands 069  
Parking lot on Guys Mills Road  
Coordinates (41.67077 -79.91125)  
No other show days will be entertained

#### **IV. CONTRACT REQUIREMENTS:**

- Approximately 80,427 stems of Red Maple, Yellow Birch, Beech and Striped Maple ranging from 1 inch to 10 inches DBH on 370 acres must be treated. Treatment dates are from between contract signing - March 18, 2022 / May 16, 2022- June 17, 2022. No treatment should be done during active sap flow.
- Each treated stem shall receive one hatchet strike per diameter inch with approximately 1 ml. of a 50% Glyphosate to water mixture applied.
- An 80% kill rate is necessary before funds shall be released at the conclusion of the project.
- The Operator shall exercise care and caution in all operations to prevent damage to all trees not specified for treatment.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Operator's equipment must be repaired by the Operator at their expense.
- Any trash resulting from the Operator's operations must be removed from the area and properly disposed.
- The Operator shall not block any roads or trails in the area during performance of this contract. The Operator shall not in any way hinder the progress of any Timber Sale Contracts in these areas.
- All labor, equipment, tools, etc., needed to complete contracted projects are to be provided by the Operator.
- Timber Damages – when in the opinion of Field Contract Coordinator, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Operator's carelessness or negligence is less than \$25.00 per tree, then a minimum charge of \$25.00 per tree will be made whether the tree is commercial, non-commercial, merchantable, or non- merchantable.
- No woods operation will be permitted on the following days:
  1. All Saturdays in the months of October, November, December, and January.
  2. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
  3. All the days of the general statewide bear season
  4. The entire 2 weeks of the general firearms deer season
  5. The opening day of the flintlock muzzleloader season
- The contractor, employees, and sub-contractors may not hunt to, from, or at the job site when the work location is beyond a gated road that is closed to public traffic. The contractor may travel to and from the work location on no-work days to check on the condition of equipment.

- All contractors, subcontractors and consultants of the Buyer must be pre-approved by the Commission. The Commission reserves the right to reject any subcontractor at its sole discretion. If Contractor enters into any subcontract(s) not previously approved by the Commission, the Commission shall have the right to require the Contractor to terminate such contracts.
- *Except on Sundays, it is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of the same colored material. The material shall be worn so it is visible in a 360-degree arc.*

## V. OBLIGATIONS OF THE OPERATOR

- A. GENERAL** – The operator is obligated to furnish equipment, materials, support equipment and personnel necessary to produce an herbicide application in accordance with the specification herein, the Purchase Order(s) Specifications, and the Purchase Order(s). Other sections in these Purchase Order(s) Specifications give more specific information on the equipment and personnel required. The Operator maintains responsibility for an entire project even if another organization is providing part of the equipment and personnel.
- B. PESTICIDE APPLICATION BUSINESS LICENSE** – The Operator must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture (PADA).
- C. MATERIALS** – The Operator is responsible for the purchase of the herbicide and any adjuvant used in this project. Specific details on herbicides and adjuvant are given in Section V.

## VI. RECALL TREATMENT:

Recall treatment resulting from misses and faulty application will be at the contractor's expense. The contractor will be required to treat, without any additional compensation, areas not treated due to skips, faulty application or equipment limitations that were not immediately readily apparent after initial application. The PGC representative will make this decision to the contractor with the exact locations and time frames that these areas must be treated. Thereafter, the contractor will be required to complete the retreatment by the date specified in the PGC representatives' letter. These areas must be retreated as per the original specifications.

## VII. FAILURE TO PERFORM:

The operator will be required to treat all acreage specified in the contract within the service delivery dates.

- A. TREATMENT AREA** – Operator personnel are expected to know the location of treatment areas.
- B. TREATMENT QUALITY** – Operator personnel are expected to know the technical requirements and application standards. Failure to apply treatment properly will result in recall treatment as listed in Item VI above. Failure to perform recall treatments or subsequent failure to adhere to application specifications may result in Performance Surety forfeiture and the Contractor being declared ineligible for future contract awards.

## VIII. INSURANCE REQUIREMENTS:

- A. The contractor will provide Workmen's Compensation insurance sufficient to cover all the employees of contractor working to fulfill this contract.
- B. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$300,000.00 for injury to or death of persons per occurrence. The amount of Property Damage Insurance shall not be less than \$300,000.00 per occurrence.

**Such policies shall name the Commonwealth as an additional insured.** Prior to the commencement of work under this contract, the contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverages afforded under the policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Operator(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Operator's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

#### **IX. HOLD HARMLESS:**

- A. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by the contractor.

#### **X. BIDDING**

- A. **RECEIVING AND OPENING BIDS** - The bid shall be awarded on a ***lump sum total of the entire project.*** Bids must be submitted via the PA Supplier Portal, to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) Faxed bids and mailed bids will NOT be accepted.

The ***price per acre*** shall include all labor, equipment, tools, insurance, materials disposal and all items necessary for the completion of the project. Prices bid shall be in dollar and cents only.

- B. **BID RESULTS** - Bidders can obtain results at [www.emarketplace.state.pa.us/bidtabs.aspx](http://www.emarketplace.state.pa.us/bidtabs.aspx)

The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order. Quantities herein are only estimates and may increase or decrease dependent upon the needs of the Commission. Operator shall be paid at the unit price bid for actual services performed.

The Commission reserves the right to reject any or all bids and award contracts as it determines to be in the best interest of the Commission.

#### **XI. PERFORMANCE SECURITY:**

- A. As further guarantee of faithful performance of the conditions set forth in this contract, the Contractor hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, in the sum of **\$3,000.00.**

ANY SECURITY POSTED MUST HAVE AN **EXPIRATION DATE A MINIMUM OF ONE YEAR**

## **BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

- B.** Performance Security is due no later than 30 days after written notice of the bid award. Time is of the essence with regard to the provision of Performance Security. At the option of the PGC, failure to provide an acceptable Surety within 30 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.
- C.** It is further agreed that any performance bond guarantees the complete and faithful performance of this contract and full compliance with the conditions set forth herein, particularly as to construction repairs, restorations or other conditions to be performed and the Principal and Surety shall in no way be released or either of them, their executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such repair involving construction restoration and conditions to be performed, and extension or forbearance hereof being hereby waived.
- D.** Failure to comply with any of the conditions of the contract herein mentioned shall result in cancellation of the agreement and forfeiture of the performance bond to cover damages sustained by the Commission. The Commission may declare the Contractor ineligible to bid on future contracts.

## **XII. OPERATOR REFERENCES:**

After the bid opening and prior to awarding of the contract, the Commission has the right to request 3 references (names, addresses, and telephone numbers) of similar work performed by the Operator within the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work is defined here as proof that the bidder has successfully completed at least 150 acres of stem treatment (hack & squirt) in a forested environment in a single calendar year.

## **XIII. CONTRACT TERM:**

The Contract shall commence upon execution and receipt of the purchase order and continue until June 30, 2022.

## **XIV. PAYMENT TERMS:**

Payment shall be on a reimbursement basis for actual services performed. **Payment will be made on the basis determined by the Commission's surveyed acreage treated.**

## **XV. INVOICES:**

Original invoices must be sent to: Commonwealth of  
PA - PO Invoices P.O.Box 69180  
Harrisburg, PA 17106

A copy of all invoices must be sent to:

LMGS Darin Clark  
Pennsylvania Game Commission  
P.O. Box 300  
Elgin, PA 16413

All invoices must have the Purchase Order Number, as well as the Operator's SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be on each invoice. Failure to provide this information may result in a delay of payment.

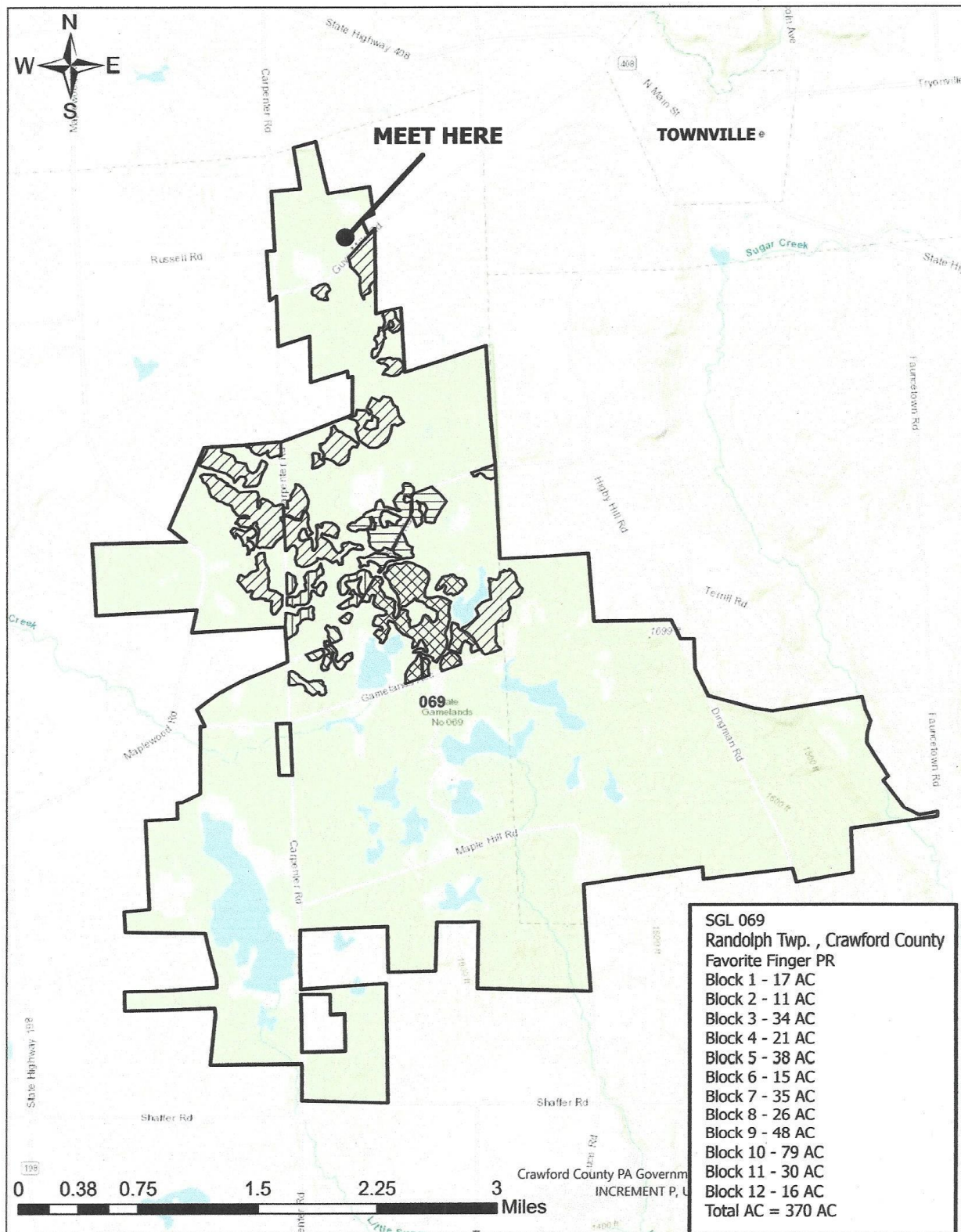
**Please Note:** Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, should not be explicitly stated on an invoice.

## **XVI. PURCHASE ORDER(S) TERMINATION**

The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Attachment A: Project Maps

Location Map:



Block Detail Map:



Maplewood Rd

Russell Rd

Gays Mills Rd

Maplewood Rd

Block 4 - 21 AC

Block 1 - 17 AC

Block 2 - 11 AC

Block 3 - 34 AC

Block 7 - 35 AC

Block 5 - 38 AC

Block 9 - 48 AC

Block 6 - 15 AC

Block 10 - 79 AC

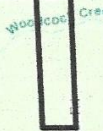
Block 11 - 30 AC

Block 8 - 26 AC

Block 12 - 16 AC

069

Turkey Track Rd



Gambels Ave

Arpent

SGL 069  
Randolph Twp., Crawford County  
Favorite Finger PR  
Block 1 - 17 AC  
Block 2 - 11 AC  
Block 3 - 34 AC  
Block 4 - 21 AC  
Block 5 - 38 AC  
Block 6 - 15 AC  
Block 7 - 35 AC  
Block 8 - 26 AC  
Block 9 - 48 AC  
Block 10 - 79 AC  
Block 11 - 30 AC  
Block 12 - 16 AC  
Total AC = 370 AC

	Block 8 (26 AC)
	Block 9 (48 AC)
	Block 10 (79 AC)
	Block 12 (16 AC)

0 1,000 2,000 4,000 6,000 8,000 US Feet