

# SPECIFICATIONS – SHOHOLA MILFOIL PROJECT – PHASE II - 2019

## A. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Northeast Region, requires the services of an Applicator to treat approximately 125 acres with aquatic herbicide within **SGL 180, Shohola Marsh, Pike County, PA** to aid in the removal of Broad-leaved water milfoil (*Myriophyllum heterophyllum*). **An additional 500 acres may potentially be added/requested after the completion of the initial 125 acre treatment of Phase II. Purchase Order requires the Applicator to provide the herbicide, labor, insurance, and all miscellaneous expenses to complete the operation. The Commission will reimburse the Operator based upon the surveyed acreage treated.**

Any questions concerning the technical aspects of this bid should be directed to the Land Management Supervisor, Northeast Region, at 570-675-1143, (physical address listed below). Questions concerning the **Invitation for Bid**, the Purchase Order(s) or bidding procedures should be directed to the PGC Procurement Division at 717-787-6594.

Michael A Beahm  
Land Management Supervisor  
Pennsylvania Game Commission  
Northeast Region  
3917 Memorial Highway  
Dallas, PA 18612  
570-675-1143  
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## B. LOCATIONS:

A map outlining the proposed project area are attached as *Shohola – PHASE II*. For more specific information on the location, acreage, equipment designation, and other detail on the treatment area and to review a map of this area, contact the Land Management Group Supervisor, James McCarthy.

## C. APPLICATOR QUALIFICATIONS:

To bid on this project, an Applicator must be a Licensed Pesticide Applicator or firm that is currently licensed with the Commonwealth and have the office, maintenance facilities, equipment, employees, and qualified equipment operators and mechanics, and have tools, equipment, and spare parts for the make and type of equipment indicated in these specifications. Applicator must also be a PRO Certified ProcellaCOR Specialist with SePRO.

## D. CONTRACT ADMINISTRATIVE REQUIREMENTS:

1. All work must be started by August 1, 2019 and completed by October 1, 2019.
2. The Commission reserves the right to evaluate the proposed spray operation, including but not limited to equipment operators, spray equipment and operating plan, and reject any part of the operation that in the Commission's said opinion will result in unsatisfactory performance. The Commission reserves the right to reject any or all bids.

### 3. PERFORMANCE BOND REQUIREMENTS

- a. As a further guarantee of faithful performance of the conditions set forth in this contract, the Successful Bidder(s) 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 **\$1,000.00**.
- b. ANY SECURITY POSTED HEREUNDER MUST HAVE AN EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.

c. Failure to comply with any of the terms of the conditions of the contract may result in cancellation of the agreement and claim may be made against the surety or the security for all or part of the damages sustained by such noncompliance.

d. Any extension of time under the Contract, or forbearance of cancellation and claim against the surety will not result in a release of the surety or the Principal from their obligations under the Contract and the surety.

**E. PURCHASE ORDER(S) TERM:**

The contract term shall be between August 1, 2019 and ending on October 1, 2019. The Commission reserves the right to alter the delivery starting and ending date by up to fifteen (15) days.

**F. GENERAL PURCHASE ORDER(S) TASKS:**

1. It is the purpose and intent of this document to provide specifications for herbicide, equipment, application, and other operational requirements necessary for a properly prepared and executed Purchase Order(s) and for securing proper equipment, dispersal systems, service facilities, qualified ground personnel, and qualified equipment operators capable of making a proper in-water application of herbicide and performing necessary related functions.
2. The Commission estimates a total of **125** acres of government-owned lands in the Commonwealth of Pennsylvania. **An additional 500 acres may potentially be added/requested after the completion of the initial 125 acre treatment of Phase II. Please see attached map.** More specific information about the treatment area is found in Section G, Item 1. The treatment areas generally consist of marsh land. In general, the marsh is utilized by the public for recreational boating and fishing, where careful herbicide application is essential to allow for the control of broad-leaved water milfoil. Water monitoring and testing will be conducted twice following the treatment as part of this contract.
3. **STARTING DATE** – Starting date for the spray contract will be August 1, 2019. This date was recommended in consultation with a SePRO Aquatic Specialist. The contract is scheduled to be completed, depending upon weather conditions, on October 1, 2019.
4. **WATER MONITORING AND TESTING** – Post herbicide application the Applicator will be required to collect two water monitoring and testing samples. The samples will be collected 3 and 7 days after the application. All samples will be sent to SePRO for diagnostic services.
  - a. One water sample per 100 acres treated will be required. Sample locations sites will be determined by the project manager. Guidance can be provided by a SePRO Aquatic Specialist.
5. **EQUIPMENT RECALL** - The Applicator may be recalled to treat any areas that were missed or to retreat areas because of faulty application, wash-off, or inadequate herbicide effectiveness. The Program Supervisor will resolve any disputes between the Applicator and the Field Project(s) Coordinator.
  - a. Recall spraying and respraying resulting from misses and faulty application will be at the Applicator's expense. The Applicator 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 Field Project(s) Coordinator will make this decision within six (6) weeks of the initial application and will transmit a final written decision to the Applicator with the exact locations and time frames that these areas must be retreated. Thereafter, the Applicator will be required to complete the retreatment by the date specified in the Field Project(s) Coordinators letter. The re-treatment percentage will be determined by the Field Project(s) Coordinator as described below.
  - b. **There is to be a three year warranty on the herbicide treatment.**
6. **FAILURE TO PERFORM** - The Applicator will be required to treat all acreage specified in the Purchase Order(s) within the service delivery dates.

- a. **SUITABLE WEATHER** - Failure to successfully treat or re-treat an area in a timely fashion may result in a penalty of one hundred twenty (\$120.00) dollars per acre. The Applicator must be prepared to spray any time the weather is deemed suitable by the Commission. The Applicator will be granted, without penalty, a total of fifty (50) hours of failure to spray when conditions have been determined to be favorable by the Commission unless otherwise authorized in writing by the Program Supervisor. The penalty will apply if the Operator fails to comply to and complete all terms of the Purchase Order(s) and has used up the fifty (50) hour grace period. The Applicator may be absent only with the written approval of the Field Project(s) Coordinator during periods of suitable spray weather. Failure to spray time will be noted on the Daily Spray Record and the penalty value assessed the Applicator after the delivery date has passed.
  - b. **WORK HABITS** - Applicator personnel are expected to work in a safe, diligent manner. During suitable weather or when suitable weather is expected within one hour, project personnel are expected to be at the scheduled treatment area.
  - c. **TREATMENT AREA** - Applicator personnel are expected to know the location of treatment areas. Material applied off designated sites or to any sensitive area by the Applicator will result in a separate penalty of one hundred dollars (\$100.00) per acre, or fraction thereof, per incident. All application costs associated with such incidents are the responsibility of the Applicator and cannot be charged to the Commonwealth. The Program Supervisor may also deem such incidents a spill. Off site and sensitive area treatment areas will be noted on the Daily Spray Record and the penalty value deducted from Applicator Payments.
6. **DAMAGE TO COMMONWEALTH PROPERTY** - The Applicator shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this spray operation. The Applicator will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.
- b. **COMMISSION FACILITIES** - Operator shall immediately repair, in a manner that meets with the approval of the Field Project(s) Coordinator, any damage to Game Land roads and other facilities, including access roads, resulting from their use for this spray operation, general wear and tear excepted. Field Project(s) Coordinator may notify the Applicator in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage.
7. **EXPERIMENTAL SPRAYING** - The Commission may request a successful bidder to conduct a small amount of experimental spraying. This would be done to gain knowledge and experience with new herbicides, formulations, equipment, and/or technology to evaluate their operational potential. In such cases, equitable compensation would be negotiated on a per acre basis, if extra work or expense were involved.
8. A separate report on the Applicator's designated personnel and equipment to be used on the project must be submitted to the Program Supervisor. **The report must be formatted and include all information as follows:**
- Purchase Order(s) Number:
  - Applicator:
    - Name of Applicator
    - Name of President or Owner (specify)
    - Address
    - Telephone Number
  - Sub- Applicator (s):
    - Name of Sub- Applicator
    - Name of President or Owner (specify)
    - Address

Telephone Number

On-Site Project Supervisor:

Name  
Address  
Telephone

Person Holding Pesticide Applicators License(s)

Name(s)

Spray Equipment Operators

Names

Spray Equipment:

Owner  
Make/Model  
Spray System Make  
Tank Capacity (Gallons)  
Operating Load Capacity (Gallons)  
Inspection Location  
Description of Ground-support Equipment

## G. PURCHASE ORDER SPECIFICATIONS

### 1. Inquiry Number: SHOHOLA MARSH-MILFOIL REMOVAL PROJECT-2019-PHASE II.

- a. PGC Regions Involved: Northeast.
- b. Counties Involved: Pike County (Blooming Grove and Dingman Townships)
- c. Type of Areas to Be Treated: **125** Acres, possibly an additional 500 acres to be added.
- d. Average Depth: **4.8 ft**
- d. Starting Date: August 1,2019.
- e. Estimated Completion Time: Approximately eight weeks
- f. Herbicide:
  1. ProcellaCOR EC
- h. Loading Zones: Multiple loading zones are required. See Section I.6 and Section N for details on deadlines and equipment/personnel requirements.

### 2. REGIONAL OFFICE

LMGS James McCarthy  
Northeast Region  
3917 Memorial Highway  
Dallas, PA 18612  
570/675-1143

## H. OBLIGATIONS OF THE COMMISSION

1. **COMMISSION PERSONNEL** - The Commission will furnish personnel to supervise and direct the spray operation in the following capacities:
  - a. **PROGRAM SUPERVISOR** - The Land Management Supervisor for the Northeast Region is responsible for the overall operation of the vegetation control program and represents the Commission in settling minor contractual matters.
  - b. **FIELD CONTRACT COORDINATORS** – The Land Management Group Supervisor will serve as the Commission's field liaison with the Applicator and are responsible for reviewing and approving/disapproving the spraying operations plan, verifying calibration of all spray equipment, verifying acceptable spraying conditions, and conducting quality control checks on the spray equipment and application during the spraying operations. This person is responsible for coordinating the activities of all people working on the program within a region and communicating with the Applicator's project supervisor concerning any operational problems or changes in plans. He also provides daily reports of the operation to the program supervisor.
2. **PREWORK BRIEFING** - The Commission will conduct a pre-work briefing for the Applicator and any sub-Applicators on a date to be specified by the Program Supervisor. The Program Supervisor will meet individually with each Applicator on that date prior to the briefing to review the required items and information for accuracy. A joint briefing will then be held between the Program Supervisor, the Applicators' and sub-Applicators' representatives, and any other invited persons to discuss, among other things, Purchase Order(s) specifications, project deadlines, and program safety. Participation at this meeting is required for the Applicators and sub-Applicators working on the Purchase Order(s). District Field Project(s) Coordinators may attend this meeting at their option.
3. **PRESPRAY MEETINGS** - The Field Project(s) Coordinator will hold periodic meetings in addition to the pre-work conference with Applicators and sub-Applicators personnel to discuss, among other things, logistics, deadlines, safety, to verify spray equipment calibration, check Applicator's Purchase Order(s) compliance, and examine Applicator's equipment.
4. **MAPS** - The Commission will supply for use by the Applicator, copies of 7 1/2-minute USGS topographic quadrangle maps, aerial photographs, or other suitable images on which the area to be treated have been delineated. The Commission will also supply for operational purposes, copies of maps on which treatment areas have been drawn.
5. **DAILY SPRAY EQUIPMENT RECORD** – The Applicator will keep an accurate record of the herbicide solution metered into the spray equipment and the acreage treated. A copy of the Daily Spray Equipment Record, signed by the spray equipment operator, will be provided to the Commission. The Applicator will not be paid for any herbicide treatment applied in unauthorized areas or jettisoned accidentally or in emergencies. The spray equipment operator's signature indicates agreement with the data on the form. Payment is based upon agreed surveyed acreage treated, not gallons sprayed.

## I. OBLIGATIONS OF THE APPLICATOR

1. **GENERAL** - The Applicator is obligated to furnish spray equipment, spray materials, support equipment, and personnel necessary to produce a herbicide application in accordance with the Purchase Order(s) Specifications, and the Purchase Order. Other sections in these Purchase Order(s) Specifications give more specific information on the equipment and personnel required. The Applicator maintains responsibility for an entire project even if another organization is providing part of the equipment and personnel.

2. **PESTICIDE APPLICATION BUSINESS LICENSE** - The Applicator must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture (PADA) in the category appropriate for aquatic herbicide treatments.
3. **PROOF OF INSURANCE** - The Applicator must provide proof of insurance as specified in Section Q for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Applicator and for all personnel hired, subcontracted, or otherwise employed by the Applicator.
4. **REGISTERING TO DO BUSINESS IN PENNSYLVANIA** - Out-of-state incorporated Applicator and out-of-state incorporated subcontractors must obtain a certificate of authority from the Pennsylvania Commission of State before doing business in the Commonwealth, in accordance with Section 103 of the Act of December 21, 1988, (P. L. 1444, No. 177), as amended, known as the Business Corporation Law of 1988, 15 Pa. C.S.A. 4101 et seq. This section states the manner for procuring a certificate of authority to do business in the Commonwealth and states certain activities the performance of which by an out-of-state business corporation is not considered to be doing business in the Commonwealth for purpose of procuring a certificate of authority. One such excluded activity is "conducting an isolated transaction completed within a period of 30 days and not in the course of a number of repeated transactions of like nature" [15 Pa. C.S.A.4122 (a)(10)]. Contact the Pennsylvania Commission of State, Corporation Bureau, 308 North Office Building, Harrisburg, PA 17120 (717-787-1057) for instructions and the necessary form. A copy of the approved registration must be provided to the Commission.
5. **SPRAY MATERIALS** - The Applicator is responsible for the purchase of the herbicide used in this project. Specific details on herbicides and adjuvant are given in Section L.
6. **LOADING AND WATER DRAFTING ZONES** - The Applicator must notify the Commission Field Project(s) Coordinator at project inception of the equipment loading and water drafting zones selected for use. Enough suitable loading zones must be secured prior to project inception so locating additional or alternative sites is not necessary during the spray application period. Loading zones must be adequate to accommodate the size and type of equipment used to supply water to the treatment area. The Commission reserves the right to reject any loading or water drafting zones it regards as unsuitable.
7. **MAINTENANCE** - The Applicator must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment including, but not limited to, pumps, pump seals, and other components to provide current maintenance on the spray system and equipment, the mixing and pumping system, the support trucks, and the storage tanks and to provide for immediate replacement of critically needed parts and equipment. Routine maintenance must be conducted only at times that will not interfere with the spray operation. Care must be taken to prevent leakage of spray material at all times.
8. **SECURITY** - If guard service for the spray equipment and/or support equipment is required or desired, the Applicator must provide the necessary personnel.
9. **FIELD EXPENSES AND TRANSPORTATION** - Costs incurred in the operation and maintenance of all Applicator equipment is the responsibility of the Applicator. Expenses incurred by all Applicator personnel including arrangements for food, lodging, and transportation are the responsibility of the Applicator. The Applicator is responsible for providing a means of ground transportation for Applicator personnel. The Applicator must secure all required bonds and permits for all roads and bridges needed to access spray areas prior to beginning operations.
10. **SPILL CLEANUP EXPENSES** - The Applicator is responsible for all cleanup activity and costs resulting from any contamination caused by the accidental or intentional spilling, leakage, or dumping of herbicide, fuel, oil, or any other contaminant from Applicator supplied equipment. Applicator will indemnify and hold harmless the Commonwealth for any such incident. See Section P. PA Applicator will provide adequate insurance. See Section Q (4).
11. **SAFETY** - The Applicator is required to conduct all operations in a safe manner and to have a well-defined, written safety plan. The Applicator must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies. All Applicator and Commission personnel must be briefed by the Applicator in their use. **By August 1, the**

**Applicator must supply the program supervisor with a copy of the Applicator's safety plan along with a written narrative explaining how the Applicator will deal with a major (100+ gallons) fuel and/or herbicide spill at the loading site and a major dump of herbicide within the Marsh.**  
Commonwealth must review and approve safety plan.

## **J. APPLICATOR PERSONNEL**

- 1. PROJECT SUPERVISOR** - The Applicator must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention. This person must be familiar with all equipment being used and, as necessary, must be certified or registered as required by the Pennsylvania Pesticide Control Act rules and regulations of the Pennsylvania Department of Agriculture.
- 2. GROUND-SUPPORT PERSONNEL** - The Applicator must supply at least two (2) properly qualified and trained ground support personnel per loading zone unless otherwise specified in writing by the Program Supervisor. These personnel will drive all necessary support vehicles, handle and mix herbicides, help apply the herbicide solution, operate and maintain the equipment used to transfer and mix herbicides, and properly fuel, service, and maintain each piece of spray equipment. The Applicator will have at least one (1) qualified spray equipment operator on site at all times. The Project Supervisor may be one of the three required personnel provided only one loading zone is operating.

All ground-support personnel must be familiar with the equipment's spray system and knowledgeable of calibration techniques. Providing people with no training or no prior experience is not permitted. All personnel provided by the Applicator must understand and be fluent in English. All ground personnel involved with the mixing of herbicide must be supervised, certified, or registered as required by the Pennsylvania Pesticide Control Act rules and regulations of the Pennsylvania Department of Agriculture.

All ground-support personnel must be equipped and trained to take proper action in an emergency. These people must observe all safety precautions in handling and mixing the herbicides and in refueling the spray equipment. The Applicator is required to replace any ground support person who, in the opinion of the Commission, does not demonstrate the knowledge and capability to perform his/her duties.

### **3. SPRAY EQUIPMENT OPERATORS**

- a. QUALIFICATIONS** - The Applicator must provide equipment operators that are qualified to operate the spray equipment specified in the bid in a safe and efficient manner while keeping damage to the residual stand to a minimum. The Commission reserves the right to decide when damage is becoming excessive.
- b. EQUIPMENT OPERATORS LIST** - The Applicator must provide the Commission with a list of all spray equipment operators slated for use on the project as designated in Section F.8.
- c. MAP COMPREHENSION** - Each equipment operator must demonstrate proficiency at reading and navigating from the maps or other images used to identify and locate treatment areas.
- d. PESTICIDE APPLICATOR CERTIFICATION** - Each spray equipment operator must be certified in the appropriate category by the Pennsylvania Department of Agriculture for the type of spraying being done.
- e. CONTROLLED SUBSTANCE USE** - Any employee observed by the Commission using or in possession of any non-prescription, controlled substance such as, but not limited to, marijuana, hashish, cocaine, heroin, and/or amphetamines shall be immediately dismissed from the project. Such findings will be reported to the appropriate law enforcement agency.
- f. ALCOHOL CONSUMPTION** - Any employee observed by the Commission consuming alcohol or exhibiting symptoms of alcohol intoxication or impairment or any other intoxication or impairment

will be immediately suspended for 24 hours. A second occurrence will result in dismissal from the project.

- g. COMMISSION'S RIGHT TO REJECT** - The Commission reserves the right to reject the Applicator's use of any spray equipment operator who, in the Commission's opinion, has performed unsatisfactory in previous operations whether in Pennsylvania or elsewhere.
- h. EQUIPMENT OPERATOR RESPONSIBILITY** - The spray equipment operator is responsible for the accurate and proper application of the herbicide spray to the designated site using good application delivery procedures as generally recognized as correct by professionals in the aquatic application industry.

The spray equipment operator is responsible at all times for the safe operation of the spray equipment. The equipment operator is responsible for the identification and avoidance of all hazards in the operation area. The equipment operator must perform a reconnaissance over the treatment area to identify and locate any hazards prior to treating the block.

- i. SPRAY EQUIPMENT OPERATOR PROTECTIVE GEAR** - All spray equipment operators and ground personnel must wear protective gear provided by the Applicator as specified by the specimen label requirements.
- j. COMMUNICATIONS** - The Applicator must provide for communications with all Applicator employees on the job site and contact information for Commission personnel to use.

#### **K. APPLICATION SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS**

- 1. SAFETY** - Commission and Applicator personnel are required to conduct themselves in a safe manner at all times. The Commission and Applicator will prepare detailed safety plans that will be reviewed with all involved Commission and Applicator personnel prior to the start of the spraying operations. The Applicator must provide spray equipment suitable for the safe application of herbicide on all types of terrain encountered on the project.
- 2. LOGISTICS** - Once on site and under contract to the Commission, each piece of spray equipment and its operator, ground-support equipment, and crew are under the logistical direction of the Field Project(s) Coordinator.
- 3. WEATHER RESTRICTIONS** - Using the following guidelines, the Commission will determine when weather conditions are acceptable for spraying operations to be conducted. Information supplied by the Commission's field personnel and the Operator's spray equipment operator are used in making this determination.
  - a. WIND VELOCITY** - Wind velocity must be 10 mph or less in the open. Spray operations must be curtailed until such conditions clear.
  - b. PROBABILITY OF PRECIPITATION** - Probability of precipitation within two (2) hours after the completion of spraying must be 50 percent or less. This probability of precipitation is provided by National Weather Service (607-798-6625), or other contracted weather forecasting source.
- 4. ACCURACY** - The Applicator must guarantee a complete and accurate coverage of the designated areas within the treatment area. The spray application is monitored for accuracy by Commission personnel who look for uniform coverage and acceptable droplet size in the designated areas. If any designated area is missed or improperly treated, it must be re-sprayed at the Applicator's expense.
- 5. RECONNAISSANCE** - A reconnaissance may be required by the spray equipment operator over project area prior to treatment to ascertain the area layout and to identify and avoid any hazards.



Where it is agreed to be advantageous by the Commission and the Applicator, the Commission may provide a person familiar with the area to help conduct the reconnaissance to locate and delineate boundaries of the project area. Reconnaissance is provided by the Applicator and is not billed separately to the Commission.

6. **FERRY TIME** - Ferry time to and from the job or between loading zones in the project area is provided by the Operator and is not billed separately to the Commission.
8. **SPRAY TIME POLICY** - Because of the short spray window available, it is essential that advantage be taken of any acceptable spray weather within the limits imposed, work-hour limits, certain time-of-spray restrictions and safety considerations. Therefore, spraying should take place whenever weather conditions permit.
9. **TIME-OF-SPRAY RESTRICTIONS** - Spraying must be curtailed at certain times in certain situations to avoid potential conflicts with land users.
  - a. Spraying is not permitted from noon Friday, Saturday and Sunday or any holidays.
  - b. Spray operations may be curtailed whenever the Commission determines that fatigue is becoming excessive.

## L. HERBICIDES

1. **PURCHASING, STORAGE, AND TRANSPORTATION** - The Applicator must purchase the herbicide used on this project, pay all applicable sales and use taxes, and arrange for delivery of the product to a suitable site where it will be secure and protected from damage. The Applicator must assure that adequate supplies of herbicide are strategically located in the project area to assure an efficient operation. The Applicator must also assure that its personnel and Commission personnel are aware of the locations of these supplies.

Commonwealth property may be used to store spray material and equipment if prior arrangements are made with the Project Supervisor.

The Applicator is also responsible for handling and transporting the herbicide from the storage site to the equipment-loading zone.

2. **MSDS** - The Applicator must keep a copy of the Material Safety Data Sheet (MSDS) available on site throughout the course of the project for any herbicide or other materials requiring an MSDS that are supplied by the Applicator for the project.
3. **HERBICIDES** - All spraying will be conducted with ProcellaCOR EC.
4. **ACCEPTABLE DOSE** – Application will be applied at specified dose per acre-foot in accordance with the product label. The recommended PDU for this treatment is 2 for control of milfoil.
5. **OPERATIONAL PROBLEMS** - The Applicator must determine what, if any, operational problems exist with any product. These problems may include handling, mixing, storage, transportation, and spraying difficulties. To the best of the Commission's knowledge at this time, no adverse characteristics exist with the listed product. It is the Applicator's responsibility to insure a trouble-free operation with the material purchased. If a delivered product presents operational problems, it must be immediately replaced.
10. **CONTAINER DISPOSAL** - The Applicator is responsible for the proper disposal of all herbicide and containers as specified on the product label.
11. **HERBICIDE MIXING**

- a. **WHEN TO MIX** - All herbicides must be mixed at the work-site as needed only in quantities sufficient to keep the spray equipment in operation. Mixing is done during the pre-spray check in the morning and while the spray equipment is out spraying. At no time is the quantity of mixed material at the work-site permitted to exceed the capacity of the mix tank. The decision to mix herbicide as well as the quantity to mix is the responsibility of the Applicator. Any material deemed unsuitable must be properly disposed of at the Applicator's expense as outlined in the product label.
  - b. **MIXING PROCEDURES** - All herbicides must be mixed in strict accordance with the herbicide manufacturer's recommendations. Detailed mixing procedures along with allowable storage periods for the mixed herbicide are prepared by the Commission for the formulations used based upon the manufacturer's recommendations and are given to all personnel involved in herbicide mixing.
  - e. **TIME LIMITS ON HOLDING MIXED HERBICIDE** - Mixed material must be sprayed within the following time limits established by the Commission. The Commission will not compensate the Applicator for any herbicide that must be disposed of due to the time limits on holding mixed batches being exceeded.
  - f. **WATER** - The Applicator must supply and transport the water used for mixing. Only water sources approved by the Commission may be used. The Applicator must perform a pH test on each water source and include that information when apprising the Commission of each water source's location.
12. **SAFETY** - The Applicator must follow all safety procedures that apply to general pesticide handling and to the specific material being used.

## M. SPRAY EQUIPMENT

### 1. "MACHINE ONLY" LINE ITEMS

- a. **EQUIPMENT** - All equipment to be used in or upon any spray equipment must meet all state and federal safety regulations. Spray equipment must be able to complete the project in adequate time. The spray rig must be capable of navigating shallow water marsh like conditions specified in this contract. Most often this requires use of an air boat or similar suitable equipment capable of traversing through aquatic vegetation, over downed trees and rocks, and shallow water. The Commission reserves the right to reject any piece of equipment that in its opinion will not adequately complete the job.
- b. **INSPECTION** - Commission personnel will inspect the Applicator's spray equipment to determine if they meet the Specifications. Performance tests, as necessary, will be conducted at a location mutually agreed upon by Commission personnel and the Applicator. The Applicator assumes all expenses incident to operation of the spray equipment and the equipment operator's time during these tests. The Commission may request this inspection prior to the scheduled start of spraying. On-site inspection on the reporting date may be acceptable if approved in advance by the Commission.
- c. **EQUIPMENT REFUELING** - Proper fueling and bonding procedures as approved by the National Fire Protection Association must be followed.
- d. **LOADING** - The equipment operator is responsible for the proper loading of the spray equipment. Loading is under the equipment operator's direction and must be inspected by the equipment operator before leaving the loading zone. The weight must not exceed the maximum gross weight specified by the equipment manufacturer. The equipment operator must compensate for any adverse conditions.
- e. **TANKS** - Leak proof, corrosion-resistant tanks with exterior filler openings must be used.
- f. **PUMPING SYSTEM** - The pumping system must be securely attached and capable of maintaining the pressure required insuring the even distribution of the herbicide. All plumbing and pumps must be large enough to handle the required flow. All parts, including pump seals, must be chemically and abrasively resistant to the spray material being used.

- g. **PRESSURE GAUGES** - An accurate liquid-filled spray pressure gauge must be located so that the equipment operator can easily read it.
- h. **NOZZLES** - The nozzle delivery system will be designed to meet the Commission's spray objectives.
- i. **SHUTOFF** - To avoid contamination of areas not scheduled for treatment, the entire spray system must be leak proof and have a positive shutoff mechanism capable of eliminating dripping from the nozzles.
- j. **SYSTEM CLEANING** - The equipment spray system, including tanks, must be cleaned of all foreign material and flushed with water prior to the start of the spray operation. The spray system must be flushed following spraying on a daily basis to prevent drying of spray material. The Applicator must daily clean all screens, check for leaks and clogs, verify pump pressure, and monitor flow rate. **Spray equipment used to spray non-native invasives must be cleaned prior to entering State Game Lands if coming from an area with invasives.**
- k. **FISH AND BOAT REGULATIONS** – All spray equipment must be registered and in compliance with all PA Fish and Boat Commission regulations.

#### N. GROUND-SUPPORT EQUIPMENT

1. **INSPECTION** - In order to execute the Agreement, the Applicator must supply the Commission with specifics on the ground support equipment the Applicator will provide.
2. **ACCESSORY EQUIPMENT** - All accessory equipment, including any vehicles necessary for transporting the herbicide from storage or from one operational site to another, are the responsibility of the Applicator. Accessory equipment supplied by the Applicator includes, but is not limited to, trucks, herbicide storage and/or mixing tanks (equipped for agitation and recalculation), pumps, hoses, metering devices, and similar equipment necessary for mixing the herbicide and loading the spray equipment. The Applicator must also supply readily accessible and properly sized and coded fire extinguishers for each vehicle.
3. **EQUIPMENT CLEANING** - All equipment that comes in direct contact with the herbicide must be kept thoroughly clean and free of residues and foreign particulate matter.
4. **FIELD TRUCKS**
  - a. **LIGHT-DUTY TRUCK** - The Applicator must supply a vehicle for the field crew to use for transporting personnel, moving herbicides, running for parts, and similar duties. If the Operator-provided nurse truck is unsuitable for conducting these errands in an expeditious manner, the Operator must provide a pickup truck or other acceptable vehicle. Commission-owned vehicles may not be used for these purposes.

The field truck or trucks supplying the spray rig must be designed to separately carry the herbicide concentrate, water, additives, and equipment fuel to the work-site. The quantities transported to the work-site must be sufficient to supply spray equipment working from that site for five hours of spraying without exceeding the truck or road legal weight limits.

All trucks transporting equipment fuel or other hazardous materials must be placarded and supplied with shipping papers as required under the U. S. Department of Transportation's Hazardous Materials Regulations (HAZMAT).

**O. HOLD HARMLESS:**

Applicator 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 Applicator.

**P. INSURANCE AND LICENSE REQUIREMENTS:**

The Applicator shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth. Operator must provide proof of insurance as specified in Items 1, 2, 3 and 4 for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Applicator and for all personnel hired, subcontracted, or otherwise employed by the Applicator.

Such policy(s) shall name the Commonwealth as an additional insured. Prior to the commencement of work under the Purchase Order(s), Applicator 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.

1. **WORKMEN'S COMPENSATION INSURANCE** sufficient to cover all of the employees of Applicator working to fulfill the terms of the project.
2. **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, including bodily injury and property damage insurance, to protect the Commonwealth and the Applicator from claims arising out of the performance of the Purchase Order(s). The amount of bodily injury insurance will not be less than \$300,000.00 for injury to or death of persons in a single occurrence. The amount of property damage insurance shall not be less than \$300,000.00 per occurrence of property damage.
3. **AUTOMOTIVE LIABILITY INSURANCE**, including bodily injury and property damage insurance to protect the Commonwealth and the Applicator from claims arising out of the performance of the Purchase Order(s). The amount of bodily injury insurance shall not be less than \$300,000 for injury to or death of persons in a single occurrence. The amount of property damage insurance shall not be less than \$300,000 per occurrence of property damage.
4. **ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE** - covering environmental impairment caused by negligence in an amount of \$500,000 per occurrence. This specific type of insurance may be substituted by any riders to any of the aforementioned insurance, provided it services the same benefit and purpose. These provisions must cover the PA Commonwealth, as well, for any liability.
5. **SUBAPPLICATORS/LEASED EQUIPMENT** - If any work under the Purchase Order(s) is subcontracted or otherwise performed by anyone other than the Applicator or performed with equipment subcontracted or leased by the Applicator, the Applicator must provide liability insurance as specified under its own policy(s) in order to provide coverage for any persons and/or equipment so subcontracted or leased or the Operator must provide evidence that the specified liability insurance for any persons and/or equipment so subcontracted or leased is provided for under a policy(s) maintained by the sub- Applicator or lessor.

**Q. BID AWARD**

The Applicator shall complete the **electronic invitation for bid** to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us), for award of the bid.

Bids will be publicly opened at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797. Failure to sign the IFB will be reason for rejection of the bid and bids received after the due date or due time will not be accepted.

The *per acre price* shall include the cost of herbicides, labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks. Prices bid shall be in dollar and cents only.

The quantities herein are only estimates and may increase or decrease dependent upon the needs of the Commission. Applicator shall be paid at the unit price bid for actual services performed.

The Commission reserves the right to award contracts as it determines to be in the best interest of the Commission.

#### **R. APPLICATOR REFERENCES**

After bid opening and prior to awarding the Purchase Order(s), the Commission has the right to request three (3) references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in the project(s).

#### **S. 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.**

#### **T. INVOICES**

Original invoices must be sent to:

Commonwealth of PA – PO Invoices  
P.O. Box 69180  
Harrisburg, PA 17106

A copy must be sent to:

Michael Beahm  
Land Management Supervisor  
Northeast Region  
Pennsylvania Game Commission  
3917 Memorial Highway  
Dallas, PA 18612

All invoices must have the Purchase Order Number, as well as the Applicator'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.

#### **U. 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. Applicator shall be paid for work completed.

