

GENERAL SPECIFICATIONS – State Game Lands 054 Buckthorn Herbicide Application for the Treatment and Control of Glossy Buckthorn.

I. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Northwest Region, requires combination of foliar spray, hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems within one block on State Game Lands 054 located in Jefferson County. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, equipment, and herbicide for the herbicide application as per attached specifications for all listed blocks within the project area in a **price per acre** bid. *All Purchase Orders require the contractor to provide the equipment, herbicide, water, surfactants, dyes, any other adjuvants, labor, insurance, and all miscellaneous expenses to complete the operation.*

Questions concerning the technical aspects of this bid should be directed to:

Wildlife Habitat Group Manager, Miles Laubacher

PGC Northwest Region
1509 Pittsburgh Road
Franklin, Pa 16323
(c) 1-(223)-231-7944

Questions concerning the site characteristics of this project should be directed to:

Field Forester, Ben Caun

PGC Northwest Region
1509 Pittsburgh Road
Franklin, Pa 16323
(c) 1-(814)-631-8032

II. PROJECT LOCATION:

State Game Lands 054, Polk Township, Jefferson County (Attachment 3)

41.327, -78.909

Treatment blocks are bounded by SGL roads and two painted blue stripes.

III. CONTRACT TASKS:

The proposed habitat work on State Game Lands 54 would be to apply herbicide to a total of 266 acres. 123 acres of this project area was previously treated in 2021. Buckthorn varies widely in density throughout the 266-acre treatment area.

- Line Item 1--State Game Lands 054 is to be treated as follows. (see Attachment 1)
 - Between May 15th, 2024, or Receival of Purchase Order to June 28th, 2024: Use any of the following application methods for the treatment of glossy buckthorn.

- **Foliar treat** using a 5% solution of Garlon 3A or Tahoe 3A in a water carrier with a wetland approved nonionic surfactant. No stems exceeding 5 feet in height are to be foliar treated.
- **Hack and Squirt** using Garlon 3A or Tahoe 3A at a rate of 1 part Garlon 3A/Tahoe 3A to 1 part water, to achieve a 50% solution. (None is to be conducted during times of active sap flow).
- **Cut stump** using Garlon 3A or Tahoe 3A at a rate of 1 part Garlon 3A/Tahoe 3A with 3 parts water, to achieve a 25% solution. This can only be applied when the temperature is above 32 degrees. (None is to be conducted during times of active sap flow).
- **Basal Bark** using Garlon 4 at a rate of 1 part Garlon 4 with 3 parts bark oil, to achieve a 25% solution. Or use Pathfinder II undiluted. This method can be used regardless of temperature and anywhere without standing water.

Plant species targeted for treatment are to be treated as noted in Attachment 1.

Work must be completed on foot with backpack herbicide applicators and/or by ATV/UTV with sprayer attachments where topography permits and field edge allows. The contractor shall comply with Attachment 1, Herbicide Specifications.

IV. SITE INSPECTION AND ASSISTANCE:

A show day for this project can be scheduled by appointment only by contacting the Wildlife Habitat Group Manager or Field Forester. A time and meeting location can be determined to tour the project and answer any questions.

V. CONTRACT REQUIREMENTS:

- A. The treatment of glossy buckthorn, (as outlined) on State Game Lands 054, totaling approximately 266 acres (see Attachment 1) must be completed during the period of May 15th, 2024, or Reival of Purchase Order to June 28th, 2024.
- B. The Contractor shall provide **proof of a current Commercial Pesticide License and Applicator Certification** issued by the Pennsylvania Department of Agriculture. Upon completion of the project, the contractor will furnish PGC a copy of the **Chemical Use Records Log**.
- C. The Contractor agrees to comply with all attachments. The Commission reserves the right to reject any or all bids.

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 within 90 days of the initial application and will transmit a final written decision to the contractor with the exact locations and time frames that these areas must be retreated. Thereafter, the Contractor will be required to complete the retreatment by the date specified in the PGC representative's letter. These areas must be treated 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 (see Attachment 2).

- A. TREATMENT AREA – Operator personnel are expected to know the location of the treatment areas and the species treatment specifications.
- B. TREATMENT QUALITY – Operator personnel are expected to know the technical requirements and application standards (see Attachment 1). Failure to apply treatment properly will result in recall treatment as listen 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. HOLD HARMLESS:

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.

IX. INSURANCE REQUIREMENTS:

- A. The Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth. Contractor must provide proof of insurance as specified in Items A and B for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Contractor and for all personnel hired, subcontracted, or otherwise employed by the Contractor.
- B. Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under the Purchase Order(s), Operator 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.
- C. The Contractor will provide Worker's Compensation insurance sufficient to cover all the employees of contractor working to fulfill this contract.

- D. 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.

X. BID AWARD:

ALL VENDORS WHO CONDUCT BUSINESS WITH THE PENNSYLVANIA GAME COMMISSION MUST HAVE A VENDOR NUMBER ASSIGNED TO THEM IN ORDER TO RECEIVE PAYMENT FROM THE COMMONWEALTH.

Vendors may access the website www.pasupplierportal.state.pa.us or phone (877) 435-7363 or (717) 346-2676 or email ra-srmhelp@state.pa.us for assistance to register as a new vendor or, if you are an existing vendor, to change a main or remit to address. This is a Department of General Services (DGS) website, so you need to contact them directly if you have any problems with the website.

The bid as a per acre price shall include all labor, supervision, tools, equipment, herbicide, surfactants, dyes, adjuvants, water, insurance, and all miscellaneous expenses necessary for the completion of the project.

The Contractor shall be paid for the completed project at the **price per acre bid** for ACTUAL acres treated as indicated on the Attachment 1 map and as determined by a PGC representative.

Bids will be publicly opened on **April 30th, 2024, at 2:00 PM** at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.

XI. PERFORMANCE BOND:

- A. As further guarantee of faithful performance of the conditions set forth in this Contract, the successful bidder hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission as **bond in the amount of 10% of the awarded bid price**. Bond must be paid to the Commission before commencement of work.

ANY SECURITY POSTED MUST HAVE AN **EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.**

- B. 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.
- C. 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 and the Commission may declare the Contractor ineligible to bid on future contracts.

XII. CONTRACT TERM:

The contract term shall commence upon contractor's receipt of a bid award notice from the PA Game Commission that includes a notice to proceed. The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed. The contract shall continue until June 28, 2024.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres treated pursuant to these contract specifications as determined by a PGC representative following final site inspection.

ATTACHMENT 1: HERBICIDE SPECIFICATIONS

- Combination of foliar spray, hack and squirt, cut stump or basal bark treatments on all glossy buckthorn stems within one block on State Game Lands 054 located in Jefferson County. 123 acres of this project area was previously treated in 2021. Buckthorn varies widely in density throughout the 266-acre treatment area.
- Any stems that exceed 5 feet in height are to be cut stump treated, basal bark application or hack and squirted.
- **Between May 15th, 2024, or Receipt of Purchase Order to June 28th, 2024:** Use any of the following application methods for the treatment of all glossy buckthorn.

Foliar treat glossy buckthorn using a 5% solution of Garlon 3A or Tahoe 3A with a water carrier and a wetland approved nonionic surfactant. No stems exceeding 5 feet in height are to be foliar treated.

Hack and squirt glossy buckthorn using Garlon 3A or Tahoe 3A at a rate of 1 part Garlon 3A/Tahoe 3A to 1 part water, to achieve a 50% solution.

Cut stump glossy buckthorn using Garlon 3A or Tahoe 3A at a rate of 1 part Garlon 3A/Tahoe 3A with 3 parts water, to achieve a 25% solution. This can only be applied when the temperature is above 32 degrees.

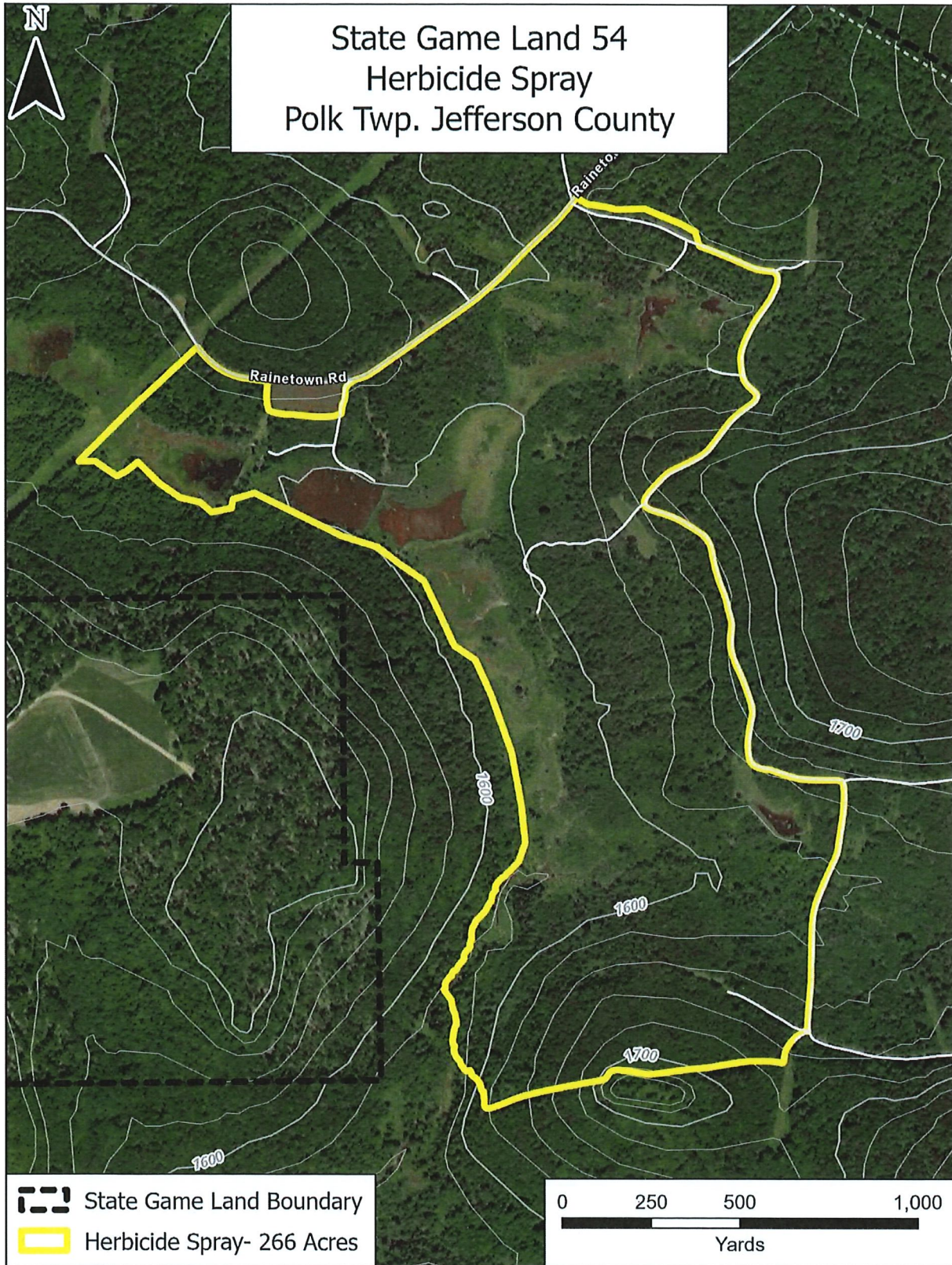
Basal bark glossy buckthorn using Garlon 4 at a rate of 1 part Garlon 4 with 3 parts bark oil, to achieve a 25% solution. Or use Pathfinder II undiluted. This method can be used regardless of temperature and anywhere without standing water.

- Trees and shrubs “not to be treated” include crabapple, apple, flowering dogwood, mountain ash, hazelnut, gray dogwood, silky dogwood, serviceberry, ironwood, witch hazel, blueberry, blackberry, willow, raspberry and other rubus species and red osier dogwood.
- Application is to be conducted during a time appropriate to achieve an effective kill (not when sap is moving in early spring). Eighty percent (80%) minimum kill in each phase will be required. No contract extensions will be granted.
- No woods operation will be permitted on the following days:
 1. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt (April 27th, 2024, through May 31st, 2024).
- Application only to be applied when weather conditions will allow the herbicide to be effective as determined by the Land Management Group Supervisor or Forester.

- The successful bidder shall have an on-site pre-work meeting with the Land Management Group Supervisor or the Forester prior to any herbicide application.
- An 80% kill rate is necessary before funds shall be released at the conclusion of the project.
- Daily progress report and updates shall be provided to the Land Management Group Supervisor or his designee at the above listed phone number on page 1.

A representative of the company, with the ability to communicate easily and effectively orally and in writing in the English language, shall coordinate all work activities related to this project with the Land Management Group Supervisor. A representative, with the ability to communicate easily and effectively in the English language, shall also be always present at the work site when the crew is present.

Attachment 2: MAP – SGL 054 Buckthorn Herbicide - 266 acres



ATTACHMENT 3: MAP – SGL 054 Buckthorn Herbicide Location Map

