



PENNSYLVANIA GAME COMMISSION

SOUTHCENTRAL REGION

8627 WILLIAM PENN HIGHWAY HUNTINGDON, PA 16652 | (814) 643-1831

April 4, 2024

REQUEST FOR BIDS
COMPETING VEGETATION REMOVAL
PGC SOUTHCENTRAL REGION

Prospective Service Contractors:

The Southcentral Region of the Pennsylvania Game Commission is soliciting bids for competing vegetation removal on 392 acres on game lands located in Huntingdon, Fulton and York Counties. The multi-part "Alpha" project consists of the projects "Lost Field" on SGL 067, "Rock Roller" on SGL 128 and "Spicebush 2" on SGL 242. The location of the project is defined in Appendix A. Specifications are detailed in the Contract Specifications.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by 2 PM, Thursday May 2, 2024. If you have not registered as a vendor with the state, you must do this first at www.pasupplierportal.state.pa.us before submitting an electronic bid. Any questions regarding this may be directed to the DGS helpdesk at (877) 435-7363 or (717) 346-2676, or email ra-srmhelp@state.pa.us.

The bid shall be awarded on a ***line item basis***. 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. Payment will be dispersed based on the number of acres completed as per the required specifications. **The work may begin upon Assistant Regional Forester approval, submission of performance bond, and notice to proceed. All project work must be completed by September 15, 2024.**

The attached Contract Specifications provides all necessary specifications, instructions, contact information, maps, etc.

Please contact me if you have any questions.

Brent T. McNeal
Assistant Regional Forester
Cell: 814-251-4801
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**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
BUREAU OF WILDLIFE HABITAT MANAGEMENT**

**FORESTRY DIVISION
SOUTHCENTRAL REGION**

ALPHA PROJECT

COMPETING VEGETATION REMOVAL

CONTRACT SPECIFICATIONS

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GENERAL SPECIFICATIONS

A. SCOPE OF WORK:

The Pennsylvania Game Commission (PGC), Bureau of Wildlife Habitat Management, Forestry Division, Southcentral Region requires the services of a contractor for approximately a month and a half period at a specifically designated location to provide application of herbicide in forested areas of State Game Lands to aid in eliminating competing vegetation consisting primarily of Ailanthus and Paulownia. The types and categories of application, specific locations and the timing for herbicide application required for the Project are detailed in Section G.

Project requires the contractor to provide the herbicide, labor, insurance, and all miscellaneous expenses to complete the operation. The Commission will reimburse the contractor based upon the surveyed acreage treated.

Any questions concerning the technical aspects of this bid should be directed to the Regional Forester (physical address listed below).

Brent T. McNeal
Assistant Regional Forester, Southcentral Region
Pennsylvania Game Commission
8627 William Penn Hwy.
Huntingdon, PA 16652
814-251-4801
bmcneal@pa.gov

B. LOCATIONS & PROJECT INFORMATION:

Maps outlining the proposed project areas are attached as *Appendix A*. For more specific information on the location, topography, acreage, equipment designations, and other detail on the treatment areas, to review topographic maps of these areas, or to schedule a site inspection contact the Forester Brady Williams (SGL 242) at 717-678-2672 or Dan Strunk (SGL 067 and SGL 128) at 814-251-2252.

C. OPERATOR QUALIFICATIONS:

To bid on this project, a contractor must be a Licensed Pesticide Applicator or firm that is currently licensed with the Commonwealth.

Prospective bidder must be able to demonstrate:

1. Knowledge and experience with identification of tree and shrubs species designated for treatment.
2. Ability to work under adverse physical and weather conditions.
3. **Ability to provide references that can attest to the successful completion of similar work on other State or Federal lands, or on large industrial forest properties or land trusts.**

D. CONTRACT ADMINISTRATIVE REQUIREMENTS:

1. All work must be completed during the listed “acceptable treatment period” for each block. See attachments in *Appendix A* for more specific treatment periods by treatment block.
2. The Commission reserves the right to evaluate the proposed operation, including but not limited to equipment operators, equipment and operating plan, and reject any part of the operation that in the Commission’s opinion will result in unsatisfactory performance. The Commission reserves the right to reject any or all bids.

E. PROJECT TERM(S):

The contract term shall be for approximately one and a half (1.5) months; starting date is upon Regional Forester approval, submission of performance bond, and ends September 15, 2024. **Specific acceptable treatment periods are listed for each block and must be adhered to.** The Commission will determine the exact application start date and the time period that application may take place depending upon the type of treatment.

Some of the treatment blocks may have other treatments scheduled. Coordination with the appropriate Regional Forester will be necessary to de-conflict operations overlap if any exists.

The following will be “No-Work Days” during the contract period:

1. All Saturdays during the months of October – January and any Sundays open to hunting.
2. All the days of general statewide bear season.
3. The entire two (2) weeks of the general firearms deer season.
4. The opening day of flintlock muzzleloader season.

The expiration date of this contract may be extended **at the discretion of the Commission**. When the Regional Forester or his designee suspends operations for any reason other than Operator non-compliance, the contract can be extended at no cost to the Operator for a period equal to the period of suspension. If, for any reason the Operator requires an extension of time beyond the contract expiration date, the Operator must submit a written request to the Regional Forester prior to the contract expiration date that states the period of extension request and the reason(s) why the contract cannot be completed by the expiration date. The Regional Forester will have the sole discretion to approve or deny the requested extension in the best interest of the Commission.

F. GENERAL PROJECT 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 Project approval (s) and for securing proper equipment, dispersal systems, service facilities, qualified ground personnel, and qualified equipment operators capable of making a proper application of herbicide and performing necessary related functions.

2. The Commission estimates a total of **392** acres of government-owned lands in the Commonwealth of Pennsylvania, consisting of five (5) blocks that area proposed for treatment. More specific information about the block is found in Section G and *Appendix A*. The treatment area consists of a previously harvested forest stands. In general, the areas are low-use areas, where proper and careful herbicide application is essential to allow the establishment of desirable trees.
3. **STARTING DATE** – Based upon previous experience, the estimated starting dates for each treatment block are listed in *Appendix A*. The contract is scheduled to be completed in about four (4) weeks, depending upon weather conditions. It is possible that the starting dates for the contract could be one (1) to fifteen (15) days later than those given in Section E. The Regional Forester must make changes in the starting dates listed in *Appendix A* in writing. The Operator must give five days advance notice to the Field Contract Coordinator before commencing operations.
4. **RECALL TREATMENT**
 - a. Recall treatment resulting from misses and faulty application will be at the Operator's expense. The Operator 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 Regional Forester or his designee will make this decision within one (1) months of the initial application and will transmit a final written decision to the Operator with the exact locations and time frames that these areas must be retreated. Thereafter, the Operator will be required to complete the retreatment by the date specified in the Regional Forester's letter. These areas must be treated as per the original specifications.
5. **FAILURE TO PERFORM** – The Operator will be required to treat all acreage specified in the General Specifications within the service delivery dates.
 - a. **TREATMENT AREA** – Operator personnel are expected to know the location of treatment areas. Material applied off designated sites or to any sensitive area by the Operator 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 Operator and cannot be charged to the Commonwealth.
 - 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 4 above. Failure to perform recall treatments or subsequent failure to adhere to application specifications may result in Performance Surety forfeiture and the Operator being declared ineligible for future contract awards.
6. **DAMAGE TO COMMONWEALTH PROPERTY** – The Operator shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this operation. The Operator will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

- a. **TIMBER DAMAGES** – When, in the opinion of the Regional Forester or his designee, damage to the residual stand becomes excessive the Operator shall pay the Commission a fair base current value determined by the Regional Forester 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.
- b. **COMMISSION FACILITIES** – Operator shall immediately repair, in a manner that meets with the approval of the Regional Forester or his designee, any damage to Game Land roads and other facilities, including access roads, resulting from their use for this operation, general wear and tear excepted. Regional Forester may notify the Operator in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage.

7. A separate report on the Operator'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:**

- Project Name & Line Item #:
- Operator:
 - Name of Operator Name of President or Owner (specify)
 - Address
 - Telephone Number
- SubOperator(s):
 - Name of SubOperator
 - 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
- Glyphosate Formulation:
 - Trade Name
- Triclopyr Formulation:
 - Trade Name
- Spray Equipment:
 - Owner
 - Make/Model Spray System Make
 - Tank Capacity (Gallons)
 - Operating Load Capacity (Gallons)
 - Inspection Location
 - Description of Ground-support Equipment

G. PROJECT SPECIFICATIONS

1. Project: Alpha. See *Appendix A* for information and maps.

- a. PGC Regions Involved: South Central
- b. Counties Involved: Huntingdon, Fulton, York
- c. Type of Areas to Be Treated: State Game Lands. Total Acres: **392** Acres. See Appendix A for treatment block.
- d. Herbicides to be used are specified below. No deviations will be authorized without the approval of the Regional Forester.

1. Hand Spray treatment:

- a. Foliar treatment – Triclopyr (minimum of 44% active ingredient) at a rate of 0.5 qt/ac plus a non-ionic surfactant.
- b. Hack & Squirt treatment – Glyphosate at a 50% concentrate mixture (minimum 41% active ingredient) with water.
- c. Basal Spray treatment – Triclopyr as Garlon 4 Ultra herbicide, basal oil and oil soluble blue dye or Pathfinder II and oil soluble blue dye.

- e. Application: **All applications will be completed according to herbicide label guidelines.**

Hack & Squirt – Stems must be treated with one (1) incision per inch of tree diameter, intact, live tissue between each incision, and evenly spaced around the entire circumference at DBH (4.5' above the ground). Incisions must be into cambium layer and must be horizontal, allowing chemical to settle in the incision and not run out.

Basal- Stems must be treated with a full girdle of herbicide reaching the ground level, and up to 12" minimum in height.

Foliar- Targeted species must be treated with herbicide making contact with foliage and complete coverage of targeted plant.

- f. Detailed treatment specifications including species, size class, and approximate stems per acre counts for the treatment block are in the attached matrix. Any questions about the specific application guidelines should be directed to the appropriate Forester.

H. OBLIGATIONS OF THE COMMISSION

1. **COMMISSION PERSONNEL** – The Commission will furnish personnel to supervise and direct the operation in the following capacities:
 - a. **PROGRAM SUPERVISOR** – The Regional Forester is responsible for the overall operation of the vegetation control program and represents the Commission in settling minor contractual matters.
 - b. **FIELD CONTRACT COORDINATORS** – These persons are Assistant Regional Foresters or their designee who serve as the Commission's field liaison with the Operator and are responsible for reviewing and approving/disapproving the operations plan and conducting quality control checks on the application during the operations. This person is responsible for coordinating the activities of all people working on the program within a region and communicating with the Operator's project supervisor concerning any operational problems or changes in plans. He/she also provides daily reports of the operation to the program supervisor.
2. **PREWORK MEETINGS** – The Regional Forester or his designee will hold periodic meetings in addition to the pre-work conference with Operator and sub-Operator personnel to discuss, among other things, logistics, deadlines, safety, and check Operator's project compliance, and examine Operator's equipment.
3. **MAPS** – The Commission will supply for use by the Operator, copies of 7 1/2-minute USGS topographic quadrangle maps, aerial photographs, or other suitable images on which the areas to be treated have been delineated. The Commission will also supply for operational purposes, copies of maps on which treatment areas have been drawn. Project area GPS information is available upon request.
4. **DAILY SPRAY EQUIPMENT RECORDS** – The Operator will keep an accurate record of the herbicide solution 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 Operator 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 OPERATOR

1. **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 Project Specifications. Other sections in these Project 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.
2. **PESTICIDE APPLICATION BUSINESS LICENSE** – The Operator must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Commission of Agriculture (PADA).

3. **PROOF OF INSURANCE** – The Operator must provide proof of insurance as specified in Section O for equipment owned, leased, rented, subcontracted, or otherwise utilized by the Operator and for all personnel hired, subcontracted, or otherwise employed by the Operator.
4. **REGISTERING TO DO BUSINESS IN PENNSYLVANIA** – Out-of-state incorporated Operators and out-of-state incorporated subcontractors must obtain a certificate of authority from the Pennsylvania Department 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" [15Pa. C.S.A.4122 (a)(10)]. Contact the Pennsylvania Department 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 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 L.
6. **LOADING AND WATER DRAFTING ZONES** – The Operator 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 Operator 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. **FIELD EXPENSES AND TRANSPORTATION** – Costs incurred in the operation and maintenance of all Operator equipment is the responsibility of the Operator. Expenses incurred by all Operator personnel including arrangements for food, lodging, and transportation are the responsibility of the Operator. The Operator is responsible for providing a means of ground transportation for Operator personnel. The Operator must secure all required bonds and permits for all roads and bridges needed to access spray areas prior to beginning operations.

9. **SPILL CLEANUP EXPENSES** – The Operator 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 Operator supplied equipment. Operator will indemnify and hold harmless the Commonwealth for any such incident. See Section N. PA Operator will provide adequate insurance.
10. **SAFETY** – The Operator is required to conduct all operations in a safe manner and to have a well-defined, written safety plan. The Operator must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies. All Operator and Commission personnel must be briefed by the Operator in their use. **Operator must supply the program supervisor with a copy of the Operator's safety plan along with a written narrative explaining how the Operator will deal with a major fuel and/or herbicide spill at the loading site and a major dump of herbicide in a spray block.** Commonwealth must review and approve safety plan.

J. OPERATOR PERSONNEL

1. **PROJECT SUPERVISOR** – The Operator 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 Commission of Agriculture.
2. **SAFETY** – The Operator must follow all safety procedures that apply to general pesticide handling and to the specific material being used. Persons handling the sulfometuron methyl formulation or the open containers in which it is packaged must wear rubber gloves provided by the Operator. Person must also be wearing long sleeved shirts, long pants and shoes plus socks.

K. APPLICATION SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS

1. **SAFETY** – Commission and Operator personnel are required to conduct themselves in a safe manner at all times. The Operator must provide spray equipment suitable for the safe application of herbicide on all types of terrain encountered on the project(s).
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 or 4-mph or less under a forest canopy when measured in or near the spray block with a hand-held wind gauge. If excessive drifting of the spray cloud occurs because of higher wind velocity above the forest canopy, spray operations must be suspended even though surface-level wind conditions meet the above conditions. Caution must also be exercised when dead calm conditions exist because of the formation of temperature inversion layers. Under such conditions, the smaller droplets in the spray cloud will remain suspended and will not settle into the forest floor. 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 Flight Service Weather (1-814-234-9412), National Weather Service (use closest local source), or other contracted weather forecasting source.
 - c. **RELATIVE HUMIDITY** – Relative humidity must be high enough to prevent evaporation of the smaller droplets in the spray cloud before they contact the foliage (large droplets may still be deposited). Spray deposition must be monitored closely when relative humidity drops below 50 percent with spraying curtailed when excessive evaporation is detected.
 - d. **AIR TEMPERATURE** – Air temperature in the shade at approximately five feet above the ground must be 40 to 80 degrees Fahrenheit. Spraying may continue above 80 degrees Fahrenheit if thermals are not developing and the spray cloud is settling into the forest floor without excessive evaporation.
 - e. **WET FOLIAGE** – Foliage must not be dripping wet either from precipitation or overnight dew.
 - f. **PALMER DROUGHT INDEX** – Spraying will not be permitted in any spray block where the Palmer Drought Index for the county is -2 or lower. Spraying may resume when the drought index rises above -2 .
4. **ACCURACY** – The Operator must guarantee a complete and accurate coverage of the designated areas within the spray block. The spray application is monitored for accuracy by Commission personnel who look for uniform coverage and acceptable droplet size in the designated areas. All blocks must be sprayed as specified in the Appendix. If any designated area is missed or improperly treated, it must be re-sprayed at the Operator's expense, or the penalty (Section F.5) will be assessed at the appropriate rate.

Care must be exercised in keeping all spray material within the designated block boundaries and away from areas designated as being sensitive to the spraying. Care must also be exercised by the spray equipment operator in keeping spray drift out of open water. Any sensitive areas sprayed will have a penalty (Section F.5) assessed at the appropriate rate.

5. **RECONNAISSANCE** – A reconnaissance walk may be required by the spray equipment operator over each spray block prior to treatment to ascertain the block layout and to identify and avoid any hazards. If the spray operator has difficulty in conducting adequate reconnaissance and/or in orienting with the spray blocks, the Operator is required to supply a ground guide to preview all spray blocks prior to spraying.

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

6. **MARKING** – The boundary of each spray area will be surveyed. **Payment will be based on the Commission's surveyed acreage.**
7. **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 by foliage development, work-hour limits, certain time-of-spray restrictions and safety considerations. Therefore, spraying should take place whenever weather conditions permit, including evenings and weekends.

L. HERBICIDES AND ADJUVANTS

1. **PURCHASING, STORAGE, AND TRANSPORTATION** – The Operator 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 Operator must assure that adequate supplies of herbicide are strategically located in the project area to assure an efficient operation. The Operator must also assure that its personnel and Commission personnel are aware of the locations of these supplies.

Commonwealth property may be used to store material and equipment if prior arrangements are made with the Regional Forester.

The Operator is also responsible for handling and transporting the herbicide from the storage site to the treatment site.

2. **MSDS** – The Operator 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 Operator for the project.
3. **HERBICIDES** – All treatments for this project will be conducted with glyphosate and triclopyr herbicides with acceptable formulations identified above. Appendix A provides details on the acres to be treated with each material on each project and the dilution rates to be used.
 - a. **ACCEPTABLE GLYPHOSATE FORMULATIONS (Hack-N-Squirt)** – Glyphosate as 50% solution.
 - b. **ACCEPTABLE TRICLOPYR FORMULATIONS (foliar)**– All triclopyr will be applied diluted in water at a final spray volume of twenty-five (25) fluid gallons per acre. Areas that are treated with supplemental spray equipment will have

glyphosate applied diluted in water at a final spray volume of eight (8) fluid gallons per acre.

- c. **ACCEPTABLE TRICLOPYR FORMULATIONS (basal)**- Triclopyr as Pathfinder II or Garlon 4 Ultra mixed with basal oil according to label.
- 4. **ADJUVANTS** – A non-ionic surfactant of at least eighty (80) percent active ingredient (AI) applied at a rate of 16 ounces AI/A.
- 5. **OPERATIONAL CONSTRAINTS** – The Operator must determine what, if any, operational constraints exist with any product. These constraints may include handling, mixing, storage, transportation, and treatment difficulties. To the best of the Commission's knowledge at this time, no adverse characteristics exist with any of the listed products. It is the Operator's responsibility to ensure a trouble-free operation with the material purchased. If a delivered product presents operational constraints, it must be immediately replaced.
- 6. **CONTAINER DISPOSAL** – The Operator is responsible for the proper disposal of all herbicide and adjuvant containers as specified on the product label.
- 7. **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 Operator. Material not mixed in the presence of Commission personnel may not be used. Any material left in the tank as the spray equipment is moved to different sites must have written verification from the Commission stating the time and date that mixing took place. Any material deemed unsuitable must be properly disposed of at the Operator's expense as outlined in the specimen 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. All herbicide mixtures must be agitated for at least fifteen (15) minutes prior to spraying.
 - c. **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 Operator for any herbicide that must be disposed of due to the time limits on holding mixed batches being exceeded.
 - i. **TRICLOPYR** – Mixed batches of triclopyr may be sprayed within 24 hours of mixing without concern as long as the batch is properly re-agitated. Any mixed batch held beyond 24 hours must be properly disposed of and a new batch mixed. The cost of this additional herbicide is the responsibility of the Operator.

- ii. **GLYPHOSATE**– Mixed batches may be applied up to forty-eight (48) hours after mixing has taken place. The tank the material is stored in must be parked in the shade when not in use.
 - d. **WATER** – The Operator must supply and transport the water used for mixing. Only water sources approved by the Commission may be used. Water sources must be located by the Operator prior to the start of operations and the Commission apprised of their location by that date. The Operator must perform a pH test on each water source and include that information when apprising the Commission of each water source’s location.
8. **SAFETY** – The Operator must follow all safety procedures that apply to general pesticide handling and to the specific material being used. Persons handling the sulfometuron methyl formulation or the open containers in which it is packaged must wear rubber gloves provided by the Operator. Persons must also be wearing long sleeved shirts, long pants and shoes plus socks.

M. SPRAY EQUIPMENT

1. “HAND SPRAY” LINE ITEMS

- a. **SPRAY EQUIPMENT** – Spray equipment must meet the following minimal specifications:
 - i. Spray equipment must be able to complete the project in adequate time.
 - ii. Project must be completed with Backpack style herbicide sprayers. No backpack mist blowers will be permitted.
 - iii. Tanks must be corrosive-resistant, hard polyethylene mounted on solid base/frame.
 - iv. Spray equipment must have the ability to apply chemicals to the project area dependably and with accuracy.

The Commission reserves the right to reject any piece of equipment that in its opinion will not adequately complete the job.

N. HOLD HARMLESS:

Operator 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 Operator.

O. INSURANCE AND LICENSE REQUIREMENTS:

The Operator 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 Operator and for all personnel hired, subcontracted, or otherwise employed by the Operator.

Such policy(s) shall name the Commonwealth as an additional insured. Prior to the commencement of work under the Project, Operator must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage's 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 Operator 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 Operator from claims arising out of the performance of the Project. 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 Operator from claims arising out of the performance of the Project. 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. **SUBOPERATORS/LEASED EQUIPMENT** – If any work under the Project is subcontracted or otherwise performed by anyone other than the Operator or performed with equipment subcontracted or leased by the Operator, the Operator 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-Operator or lessor.

P. BID AWARD

The bid shall be awarded for one project. The Operator shall complete the **electronic invitation for bid** to be found at www.pasupplierportal.state.pa.us, for award of the bid.

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

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. Operator 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.

Q. OPERATOR REFERENCES

After bid opening and prior to awarding the Project, 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).

R. 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.**

S. PERFORMANCE BOND REQUIREMENTS

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, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, per line item: **LINE ITEM 1 – \$5,000.00.**

Performance Security must be received by this office no later than 14 days after 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 14 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.

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.

T. INVOICES

Prior to invoice submission, to the Commonwealth, a copy of all invoices must be sent to:

Brent McNeal
SC Assistant Regional Forester
Pennsylvania Game Commission
8627 William Penn Hwy
Huntingdon, PA 16652
bmcneal@pa.gov

Original invoices must be submitted following the “Please Bill To” instruction within the Fully Executed Purchase Order (PO).

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.

U. PROJECT TERMINATION

The Commonwealth may terminate the Project work for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

APPENDIX A

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA GAME COMMISSION
BUREAU OF WILDLIFE HABITAT MANAGEMENT**

**FORESTRY DIVISION
SOUTHCENTRAL REGION**

FOREST HABITAT RESTORATION

ALPHA PROJECT

COMPETING VEGETATION REMOVAL

			HAND FOLIAR SPRAY	Chemical & Rates/Acre		BASAL/HACK-N-SQUIRT		Acceptable Treatment Period	Description of work (diameter range and species to be treated)
				Triclopyr	Non-ionic Surfactant				
Region	SGL	Project Name	Acres	Garlon 3A (qt)		Acres	# stems per acre		
	67	LOST FIELD	50	0.5	Yes		-	8/1 - 9/15	Foliar spray all Ailanthus and Paulownia 12" tall to 8' tall.
	67	LOST FIELD				50	180	8/1 - 9/15	Basal/Hack-N-Squirt all Ailanthus and Paulownia over 8' tall.
	128	ROCK ROLLER	102	0.5	Yes		-	8/1 - 9/15	Foliar spray all Ailanthus and Paulownia 12" tall to 8' tall.
	128	ROCK ROLLER				102	26	8/1 - 9/15	Basal/Hack-N-Squirt all Ailanthus and Paulownia over 8' tall.
	242	SPICEBUSH 2				88	80	8/1 - 9/15	Basal/Hack-N-Squirt all Ailanthus and Paulownia over 1" DBH
			152			240			

ALPHA HERBICIDE PROJECT

Contract Tasks:

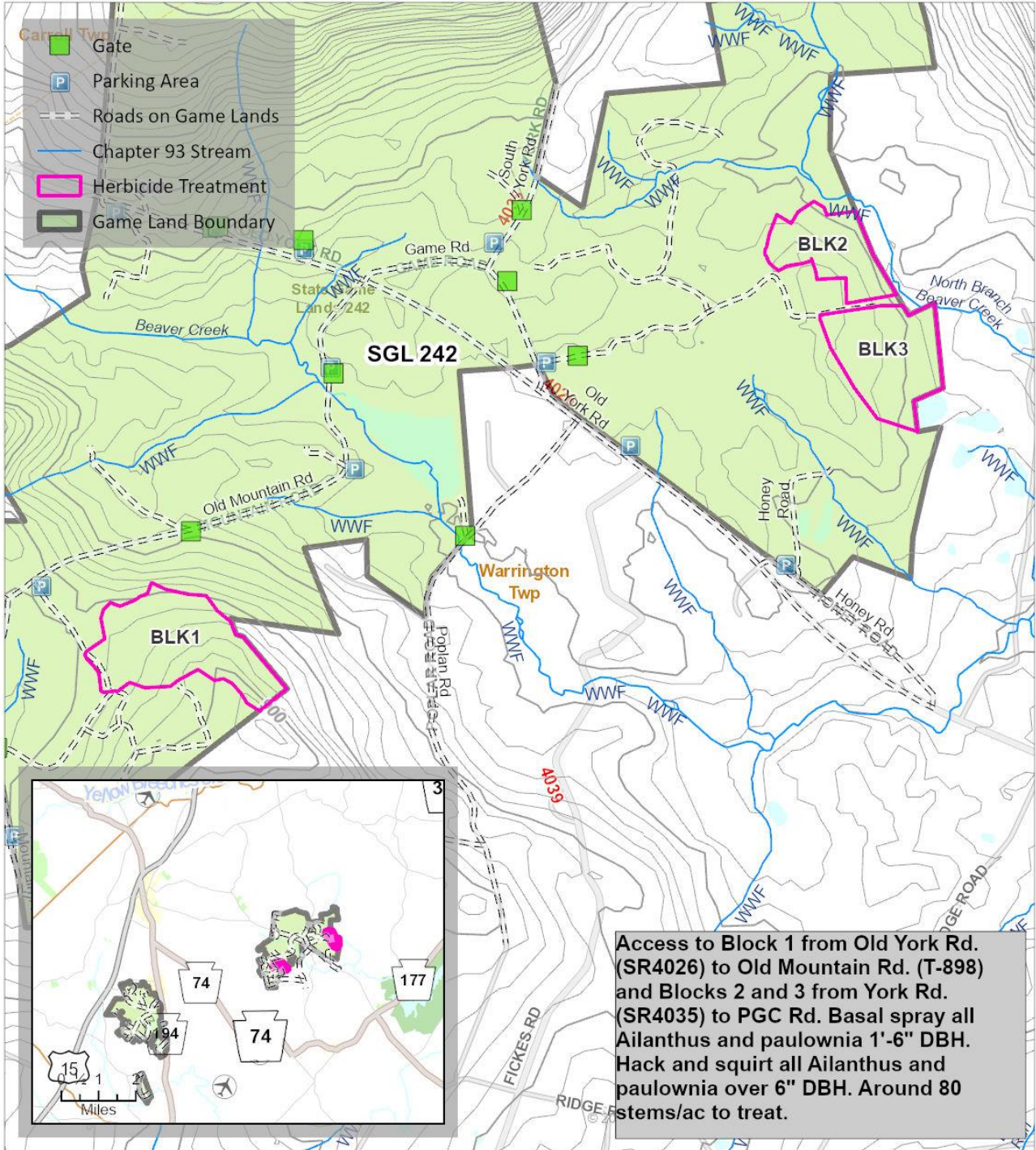
Line Item 1 – Hand broadcast foliar, basal spray and hack-n-squirt – 392 acres

Spicebush 2 Herbicide Project # 242-2024-01

SGL 242
Township: Warrington
County: York
Compartment: 2;3
Stand: 11,23,33;57

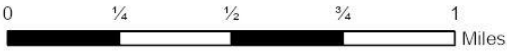
Spray Period: 8/1/24 - 9/15/24
Slope: Low
Rocks: Low

Block 1: 39 ac
Block 2: 20 ac
Block 3: 29 ac
Total: 88 ac



Access to Block 1 from Old York Rd. (SR4026) to Old Mountain Rd. (T-898) and Blocks 2 and 3 from York Rd. (SR4035) to PGC Rd. Basal spray all Ailanthus and paulownia 1'-6" DBH. Hack and squirt all Ailanthus and paulownia over 6" DBH. Around 80 stems/ac to treat.

Forester: wibrad
03/19/2024



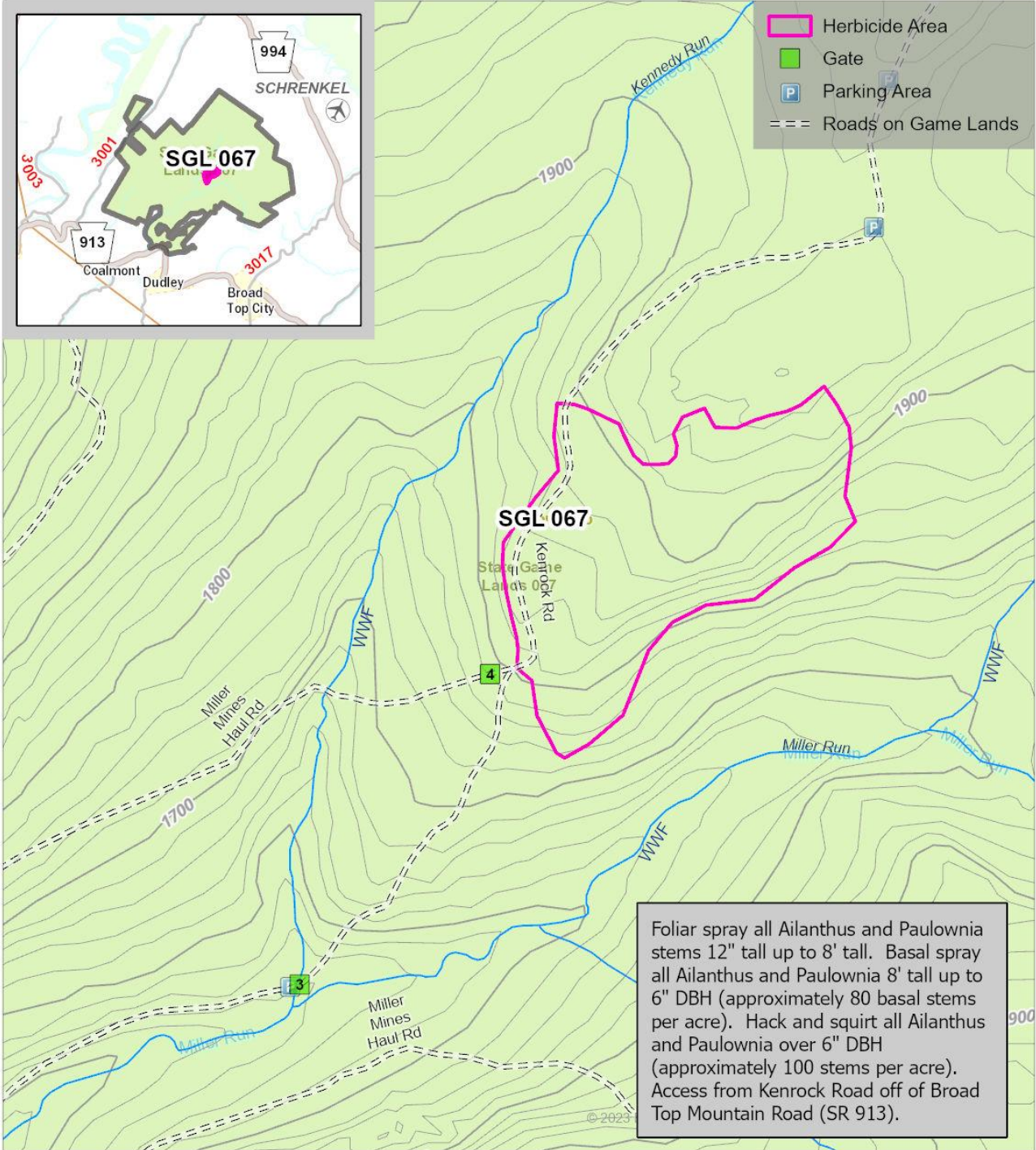
1 inch = 2,000 feet



Lost Field Herbicide Project # 067-2024-02

SGL 67
Carbon Township
Huntingdon County
Compartments: 2; 3
Stands: 14; 2, 233, 234

Treatment Period: 8/1-9/15
Slope: Moderate
Rocks: Heavy in spots
50 Acres



Forester: dstrunk
03/21/2024

0 1,000 2,000
US Feet

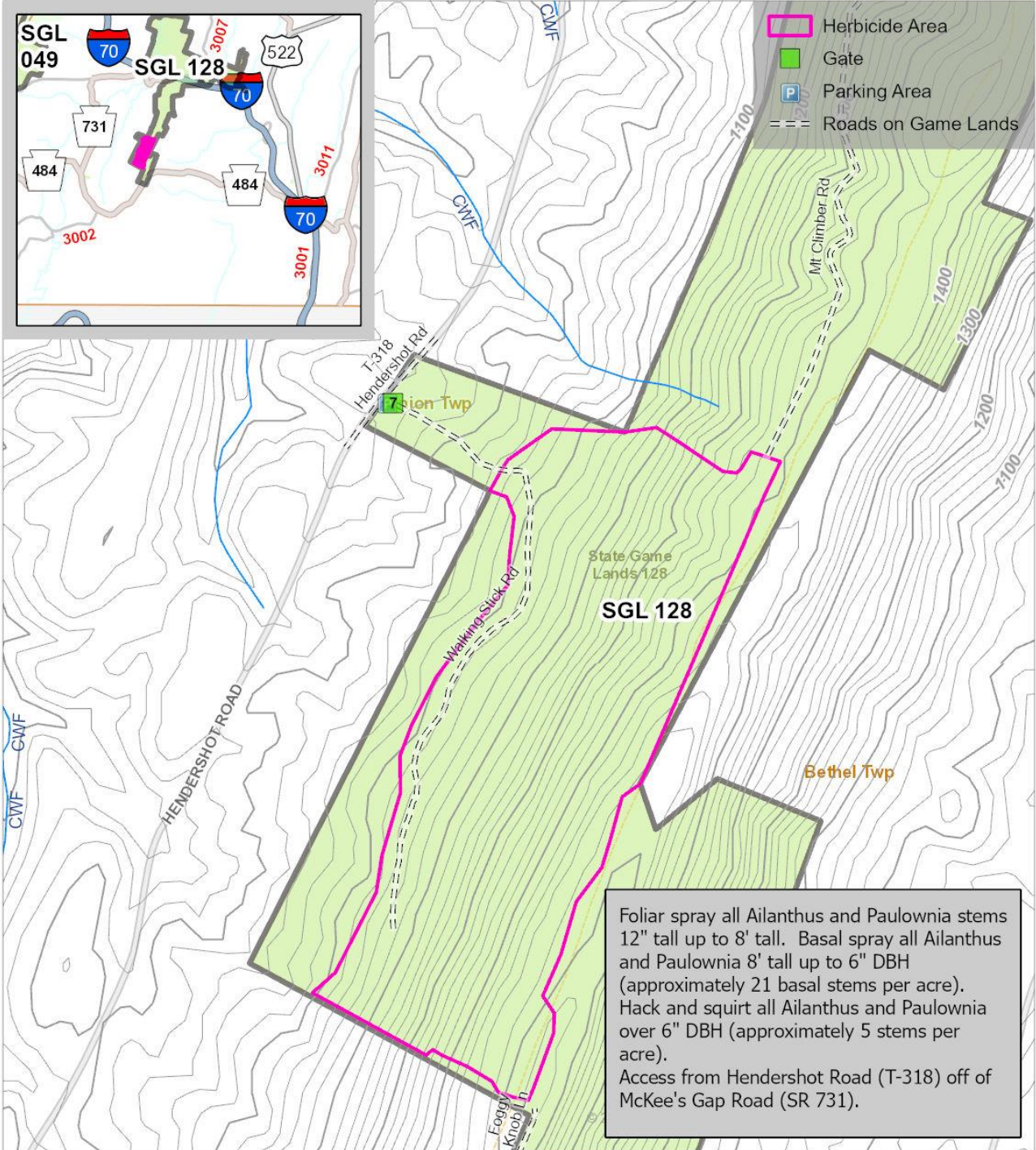
1 inch = 1,000 feet



Rock Roller Herbicide Project # 128-2024-02

SGL 128
Union Township
Fulton County
Compartment(s): 2
Stand(s): 7, 12, 13, 14, 15, 22

Treatment Period: 8/1-9/15
Slope: Steep
Rocks: Moderate
102 Acres



Forester: dstrunk
03/21/2024

0 1,000 2,000
US Feet

1 inch = 1,000 feet



