



# PENNSYLVANIA GAME COMMISSION

## SOUTHEAST REGION

253 SNYDER ROAD READING, PA 19605 | (610) 926-3136

### REQUEST FOR BIDS FOLIAR HERBICIDE APPLICATION PGC SOUTHEAST REGION

#### Prospective Service Contractors:

The Southeast Region of the Pennsylvania Game Commission is soliciting bids for applying herbicide to the foliage of tree seedlings on 54 acres on state game lands located in Lancaster County. The location of this project is defined on the attached maps. Specifications are detailed in Attachment 1 of the bid packet.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2 PM March 15, 2024**. If you have not registered as a vendor with the state, you must do this first at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) before submitting an electronic bid. Any questions regarding this may be directed to Deidre Fetherolf at 610-926-3136 x 66020 [dfetherolf@pa.gov](mailto:dfetherolf@pa.gov).

This bid will be awarded to the bidder with the lowest per-acre price. The **per acre price** shall include the cost of 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 after the PO is received and a performance bond is provided. The work must be completed between May 28 and June 30, 2024.**

The attached Bid Prospectus provides all necessary specifications, instructions, contact information, map, etc.

Please contact me if you have any questions.

Jonathan (Andy) Weaver  
Regional Forester  
Office: 610-926-3136 X 66686  
Cell Phone 717-756-1471  
Email: [jonweaver@pa.gov](mailto:jonweaver@pa.gov)

**GENERAL SPECIFICATIONS  
PENNSYLVANIA GAME COMMISSION  
FORESTRY DIVISION**

**FOLIAR HERBICIDE CONTRACT**

**I. SCOPE OF WORK:**

- A. The Pennsylvania Game Commission, Southeast Region Forestry Division, requires the services of an Operator to apply herbicide to the foliage of tree seedlings on 54 acres. Services shall include, but are not limited to, the furnishing of all materials, labor, equipment, tools, superintendence, miscellaneous items, and performing all work necessary to complete the project to the satisfaction of and subject to the approval of the Commission.
- B. Questions regarding any technical aspects of this bid should be directed to Harley Arnold at 717-562-4424. Questions regarding administrative aspects of this bid should be directed to Andy Weaver, PA Game Commission Southeast Regional Forester, at telephone no. 610-926-3136 ext. 66686.
- C. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM March 15, 2024**. If you have not registered as a vendor with the state, you must do this first at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) before submitting an electronic bid. Any questions regarding this may be directed to Deidre Fetherolf at 610-926-3136 x 66020 [dfetherolf@pa.gov](mailto:dfetherolf@pa.gov).

**II. CONTRACT TASKS:**

**A. Project Location:**

- 1. **SGL #46 – Lancaster County, Clay Township: Apply herbicide to the foliage of tree seedlings 54 acres. Do not spray the grass planted on the skid trails. The herbicide will be mixed with water in a concentration that applies 6 quarts of aquatic label glyphosate herbicide (minimum 50.2% active ingredient) and non-ionic surfactant per acre. All work must be completed between May 28 and June 30, 2024.**

**III. SITE INSPECTION AND ASSISTANCE:**

A formal project tour will not be held for this project. Bidders are strongly encouraged to view the site on their own before bidding. Questions regarding any technical aspects of this bid should be directed to Harley Arnold at 717-562-4424.

**IV. COMMISSION PERSONNEL** - The Commission will furnish personnel to supervise and direct the operation in the following capacities:

- a. **PROGRAM SUPERVISOR** - The Regional Forester of the PA Game Commission Southeast 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** - These persons are 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 equipment and performance during the operations. This person is responsible for coordinating the activities of all people working on the contract 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.

**V. EQUIPMENT SPECIFICATIONS:**

- a.** Equipment used on the project must be able to successfully complete the project and meet the approval of the Field Contract Coordinator.

**VI. CONTRACT REQUIREMENTS:**

- **All work must be completed between May 28 and June 30.**
- Herbicide shall be applied to the foliage of tree seedlings. **The contractor must ensure that the grass growing on the skid trails is not sprayed.**
- The herbicide may be applied by either a backpack-type sprayer or a mist blower mounted on a small machine capable of traversing rugged terrain. ATVs and common side-by-sides are not acceptable machines. **Whatever application method that is used should ensure that the grass planted on the skid trails is not sprayed.**
- The Operator shall provide all herbicides, surfactants, and water required to complete the work as specified.
- The Operator shall exercise care and caution in all operations to prevent damage to all plants not specified for treatment.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Operator's equipment must be repaired by the Operator at their expense.
- Any trash resulting from the Operator's operations must be removed from the area and properly disposed.
- The Operator shall not block any roads or trails in the area during performance of this contract.
- All labor, equipment, tools, etc., needed to complete contracted projects are to be provided by the Operator.
- All PGC gates must be closed at all times.
- Timber Damages – when in the opinion of Field Contract Coordinator, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Operator's carelessness or negligence is less than \$10.00 per tree, then a minimum charge of \$10.00 per tree will be made whether the

tree is commercial, non-commercial, merchantable, or non-merchantable.

## VII. INSURANCE REQUIREMENTS:

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

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

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

## VIII. HOLD HARMLESS:

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

## IX. BIDDING

### A. RECEIVING AND OPENING BIDS –

This bid will be awarded on a per-acre price. The **per acre price** shall include the cost of 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. **Service Bid on the herbicide project should include the Unit Price (\$/Acre).** Payment will be by Unit (acre) completed to the specifications of Attachment 1.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, March 15, 2024.** If you have not registered as a vendor with the state, you must do this at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us) prior to submitting an electronic bid.

The Commission reserves the right to reject any or all bids.

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](http://www.pasupplierportal.state.pa.us) or phone (877) 435-7363 or (717) 346-2676 or email [ra-srmhelp@state.pa.us](mailto:ra-srmhelp@state.pa.us) for assistance to register as a new vendor or, if you are an existing vendor, to change a name or remit to address. This is a Dept of General services (DGS) website so you need to contact them directly if you have any problems with the website.

The unit price (acre) shall include all labor, equipment, tools, insurance, and all items necessary for the completion of the project.

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

The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.

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

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

#### **X. PERFORMANCE SECURITY:**

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

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

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

#### **XI. OPERATOR REFERENCES:**

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

## **XII. CONTRACT TERM:**

The Contract shall commence upon receipt of the purchase order and the performance bond has been provided. Work must be completed between May 28 and June 30, 2024. No contract extensions will be approved. Forfeiture of the performance bond will occur if contract is not completed by June 30, 2024.

## **XIII. PAYMENT TERMS:**

Payment shall be on a reimbursement basis for actual acres completed as measured by a Forestry Division employee. A block will be deemed complete when all items listed in the specifications have been met for that block. Invoice must state the number of acres properly treated.

## **XIV. INVOICES:**

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

A copy of all invoices must be sent to:

Andy Weaver  
SE Regional Forester  
Pennsylvania Game Commission  
253 Snyder Road  
Reading, PA 19605  
jonweaver@pa.gov

All invoices must have the Purchase Order Number, as well as the Operator's SAP Vendor Number. The date work began, and the date work was completed must be 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.

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

The Commonwealth may terminate the Purchase Order(s) for its convenience if the

Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Attachments:

Attachment 1: Treatment Specifications

Attachment 2: Project Maps

# ATTACHMENT 1, TREATMENT SPECIFICATIONS STATE GAME LANDS 46

## 3.1 -SCOPE

This work involves applying herbicide to the foliage of tree seedlings on 54 acres on State Game Land # 46.

## 3.2 – PROCEDURE & TERMS

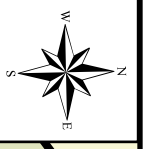
1. Herbicide shall be applied to the foliage of tree seedlings. **The contractor must ensure that the grass growing on the skid trails is not sprayed.**
2. The herbicide may be applied by either a backpack-type sprayer or a mist blower mounted on a small machine capable of traversing rugged terrain. ATVs and common side-by-sides are not acceptable machines. **Whatever application method that is used should ensure that the grass planted on the skid trails is not sprayed.**
3. The herbicide will be mixed with water in a concentration that applies 6 quarts of aquatic label glyphosate herbicide (minimum 50.2% active ingredient) and non-ionic surfactant per acre.
4. The project boundary is painted with blue paint.
5. All PGC access roads, fields, trails, and ROWs must be kept free of debris and equipment cannot block access.
6. All gates must always remain closed and locked when the contractor is not onsite or onsite working.
7. The contractor will remove all trash and garbage generated from the completion of this contract. This is to include all materials related to the support of felling tools and equipment, as well as items generated through personal use by the contractor's employees.
8. The contractor will notify the PGC forestry representative three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC forestry representative. The contractor may be present at the final inspection.
9. Payment will be based on the number of acres completed to the specifications of the project. The PGC forestry representative will make the final decision concerning the number of acres completed to the specifications.
10. A member of the work crew must be able to communicate with PGC representative in English.
11. All equipment will be cleaned of soil and debris before being moved onto site to prevent spread of invasive species.
12. The following are non-workdays for this project:
  1. All Saturdays in the months of December and January and any Sundays open to hunting.



2. The entire 2 weeks of the statewide rifle deer season.
3. The opening day of the flintlock muzzleloader season
4. The opening day and all Saturdays during spring gobbler season, including the youth spring gobbler hunt.

### **3.3 - MEASUREMENT AND PAYMENT**

A price per acre will be the unit of bidding and payment will be based on the number of acres successfully treated. Evaluation of the success of the treatment will be based on the quality of application to designated stems on a per acre basis.



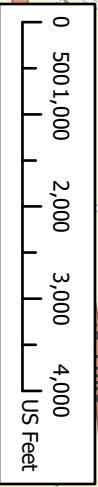
**LEGEND**

- Stream
- State Game Land
- PA County
- Spray Area
- Administrative Road
- Seasonal Road
- Parking Area

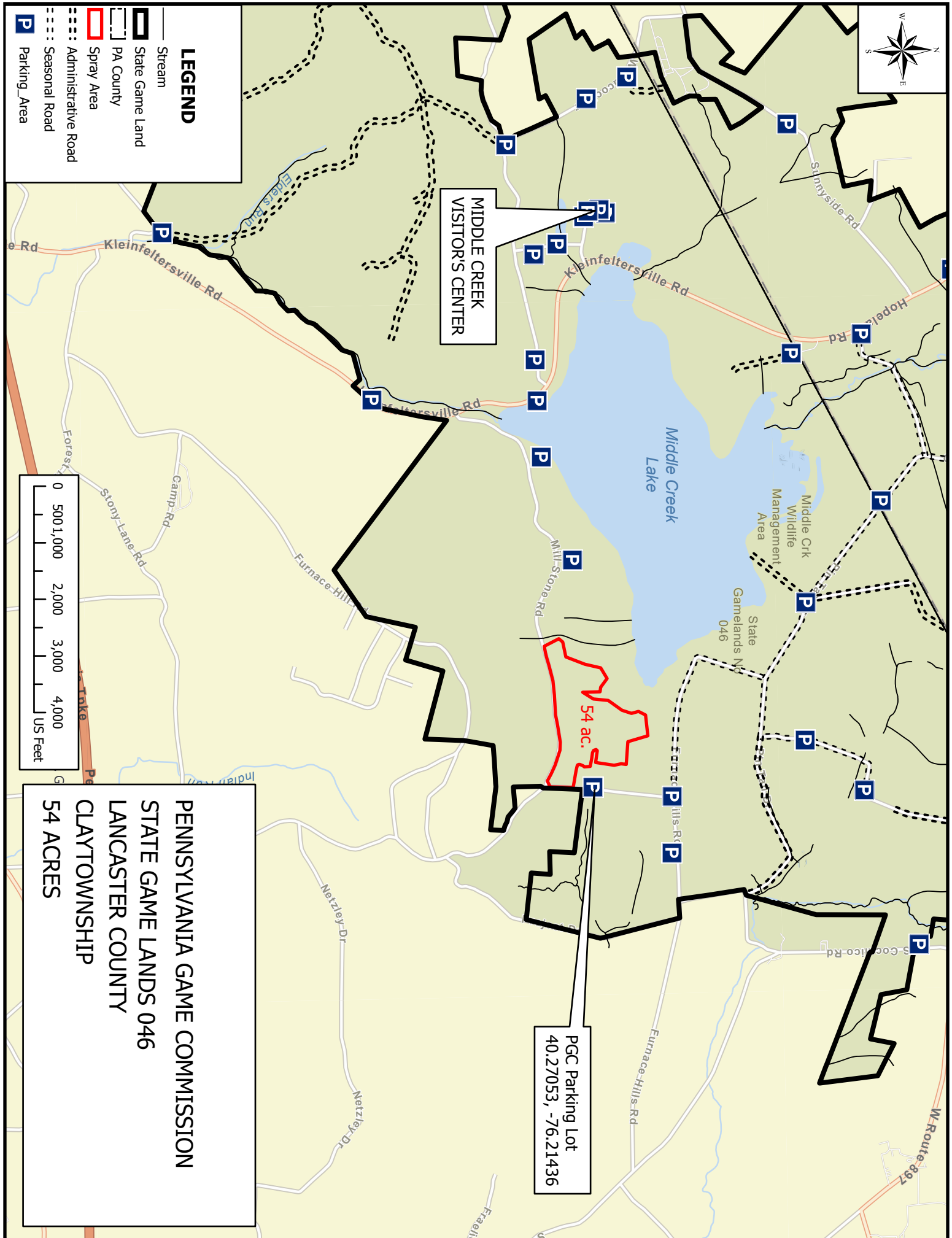
MIDDLE CREEK VISITOR'S CENTER

PGC Parking Lot  
40.27053, -76.21436

54 ac.

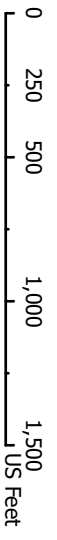


PENNSYLVANIA GAME COMMISSION  
STATE GAME LANDS 046  
LANCASTER COUNTY  
CLAYTOWNSHIP  
54 ACRES





- Legend**
- Parking Area
  - State Game Land
  - PGC Roadway
  - Spray Block



54 ac.

THE TRANSITION HERBICIDE AREA  
PENNSYLVANIA GAME COMMISSION  
STATE GAME LANDS 046  
LANCASTER COUNTY  
CLAY TOWNSHIP

