

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

**HABITAT HAND FELLING CONTRACT
SGL 169 HABITAT RESTORATION PROJECTS**

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Southcentral Region, requires the services of an Operator to hand cut interfering, non-native woody vegetation, total acres treated will be dependent on available funds. 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 the respective Foresters as identified below. Questions regarding administrative aspects of this bid should be directed to Eric R. Horsh Land Management Group Supervisor, at telephone no. 717-676-8282.
- C. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM, Wednesday January 13, 2021**. 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 Heather Lohr at 814-643-1831 x 402, helohr@pa.gov.

II. CONTRACT TASKS:

Hand felling or cutting of all invasive species to include but not limited to Autumn Olive, Russian Olive, Japanese Privet, Bush Honeysuckle, Tartarian Honeysuckle, Multiflora rose, and Japanese Barberry.

This contract is broken into blocks and each block shall be considered a separate line item to place a bid on. All bids are on a per/acre basis and project funds may be limited annually determining which line items are accepted. Blocks will be awarded in the following priority, 1, 3, 4, 2, 5, 6

Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
19 acres	28 acres	29 acres	22 acres	25 acres	24 acres

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour for each location will be conducted on January 5, 2021 at 0900 hrs and is highly encouraged. For additional information contact **Land Management Group Supervisor Eric R. Horsh by phone at 717-676-8282.** Meeting Location will be at SGL 169 Parking area on Game Lands Rd. Newville PA. GPS Coordinates W 40.172766, N -77.491813 PA 17241 (see attachment 3)

The site inspection will attempt to provide prospective bidders with a perspective on conditions common to all projects, including vegetation for control, topography, site challenges (rock, downed

logs, density of reserved trees, etc.).

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

A. FIELD CONTRACT COORDINATORS - These persons are Land Management Group Supervisor 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. Due to the specific cutting requirements of this project, this project is to be completed by hand felling / cutting only. Acceptable equipment includes chainsaws and brush saws on weed whacker platforms. The Commission reserves the right to reject any piece of equipment that in its opinion will not safely and adequately complete the job.

VI. CONTRACT REQUIREMENTS:

- Trees and other vegetation as specified by project on the attached project list. All employees must be able to identify species.
- Woody material hand felled with clean cuts must have stumps that are parallel to the ground surface and shall be cut as close to ground level as possible but may not exceed six (6) inches in height measured on the side next to the highest ground or the diameter of the stump, whichever is smaller, except when in the opinion of the Field Contract Coordinator, said height is impractical.
- Cut trees must be removed from trails, roads, tail drains, streams, and a minimum of 10 feet from the SGL boundary (white paint marked trees).
- The Operator shall exercise care and caution in all operations to prevent damage to all trees not specified for treatment.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Operator's equipment must be repaired by the Operator at their expense.
- Any trash resulting from the Operator's operations must be removed from the area and properly disposed.
- The Operator shall not block any roads or trails in the area during performance of this contract. The Operator shall not in any way hinder the progress of any Timber Sale Contracts in these areas.
- All labor, equipment, tools, etc., needed to complete contracted projects are to be provided by the Operator.
- Timber Damages – when in the opinion of Field Contract Coordinator, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Operator's carelessness or negligence is less than \$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.

- The Operator is responsible for the control and collection of fluids leading from any equipment used on the site. The Operator must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Operator must collect and control fluids leaking from any equipment and dispose of properly.

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

The bid shall be awarded on a ***line item basis***. 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 felling project should include the Unit Price (\$/Acre)** Payment will be by Unit (acre) completed to the specifications of Attachment 1.

Bid will be awarded on the lowest price per acre by line item.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Wednesday January 13, 2021**. If you have not registered as a vendor with the state, you must do this at 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 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 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

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 **10% of the final bid price of total acres to be treated.**

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

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

XII. CONTRACT TERM:

The Contract shall commence upon execution of PO, receipt of the performance bond and continue until June 30, 2021. No contract extensions will be approved. Forfeiture of the performance bond may occur if contract is not completed by June 30, 2021.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres completed as measured by the Land Management Group Supervisor. 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:

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

Eric Horsh
Land Management Group Supervisor
Pennsylvania Game Commission
8627 William Penn Hwy
Huntingdon, PA 16652

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

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.

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: Felling Specifications

Attachment 2: Project Map

Attachment 3: Meeting Location

Attachment 1---Felling Specifications

1. This project requires the contractor to hand cut all invasive shrubs in designated blocks to include but not limited to Autumn Olive, Russian Olive, Japanese Privet, Bush Honeysuckle, Tartarian Honeysuckle, Multiflora rose, and Japanese Barberry in the awarded treatment blocks.
2. **Due diligence will be used by all personnel to protect non-target/desirable species.**
3. After the successful bidder receives the PO and supplies the required bond, the contractor may begin work. **Work must be completed by June 30, 2021.**
4. The contractor shall notify the PGC LMGS Eric R. Horsh at least three business days prior to beginning the project. The contractor may work at times other than the schedule of the PGC representative.
5. The contractor and on-site crew supervisor or foreman will meet with a Habitat Management Representative before any work is done to review project specifics.
6. All stems must be cut off completely, as close to ground level as possible but to no more than 6 inches above ground level, lower is desired.
7. A representative of the contractor, with the ability to communicate easily and effectively with PGC representatives, both orally and in writing in the English language, and with the ability to communicate easily and effectively with all workers on the crew, shall be present at all times at the work site.
8. Damage to non-target species will be the responsibility of the contractor. When in the opinion of Program Supervisor, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Land Management Group Supervisor 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.
9. Contractor will be responsible to repair excessive damage to roads, work areas, gates or other structures.
10. The contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract and dispose in a proper manner.
11. The contractor shall comply with all SGL (State Game Lands) rules and regulations.
12. All equipment will be cleaned of soil and debris before being moved onto site to prevent spread of invasive species.
13. No work days for the period of this contract include:

April 24th, May 1st, 8th, 15th, 22nd 29th, and 31st

Any variance from the Non-Work Days must have advanced approval from the Program Supervisor.

- 14.** The contractor shall notify the Land Management Group Supervisor or his designee upon completion of the work at each site to schedule a final inspection. Inspection will occur during normal working hours. All equipment used for the project will remain on site until the final inspection is completed.

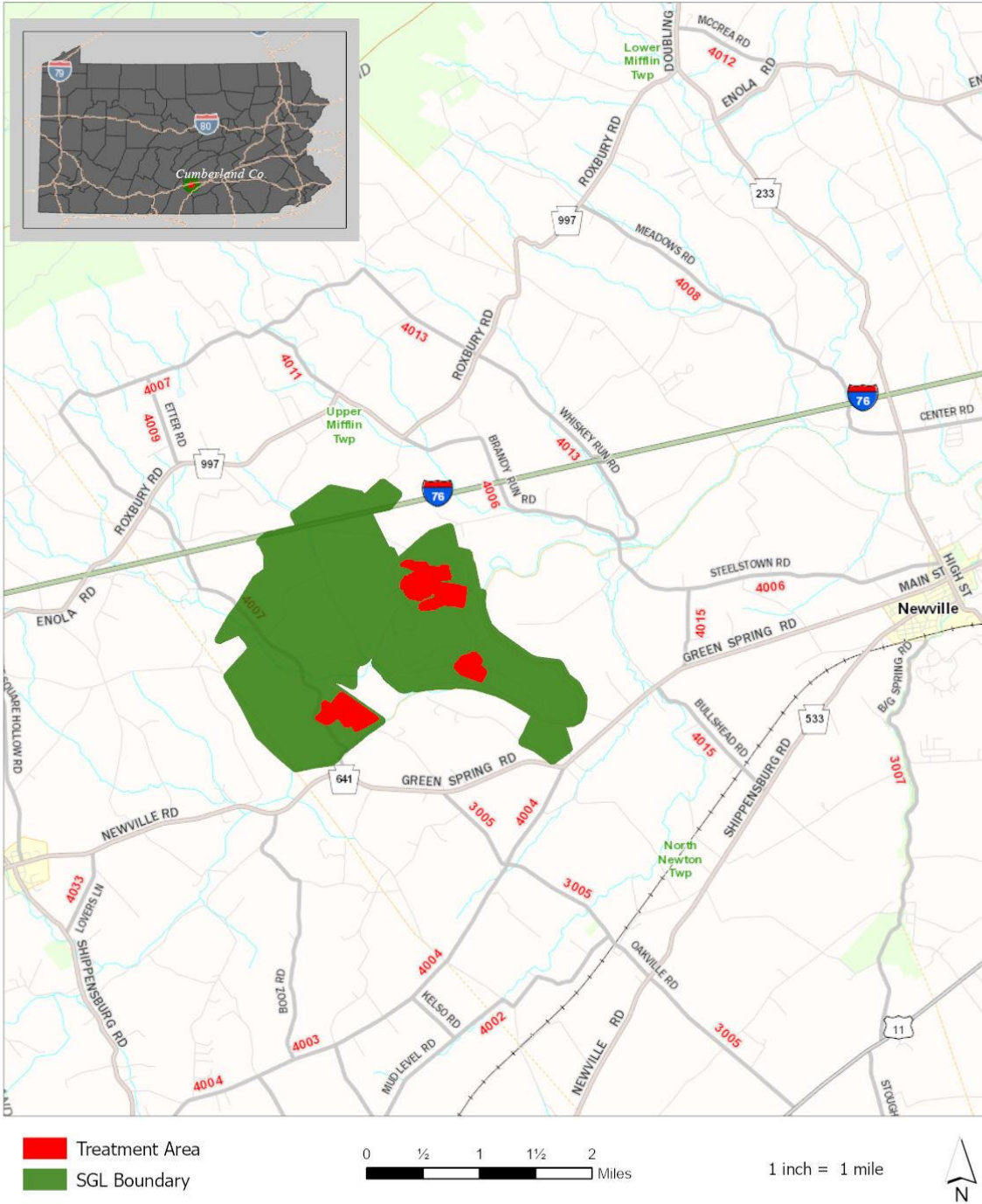
Attachment 2---Project Maps

SGL 169
Upper Mifflin Township
Cumberland County

Date: 12/16/2020

SGL 169 Invasive Hand Felling Project

Block 1:	29 ac
Block 2:	28 ac
Block 3:	19 ac
Block 4:	22 ac
Block 5:	24 ac
Block 6:	26 ac
Total Acres:	148 acres

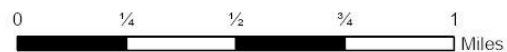


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1 inch = 2,000 feet



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0 1,000 2,000
US Feet

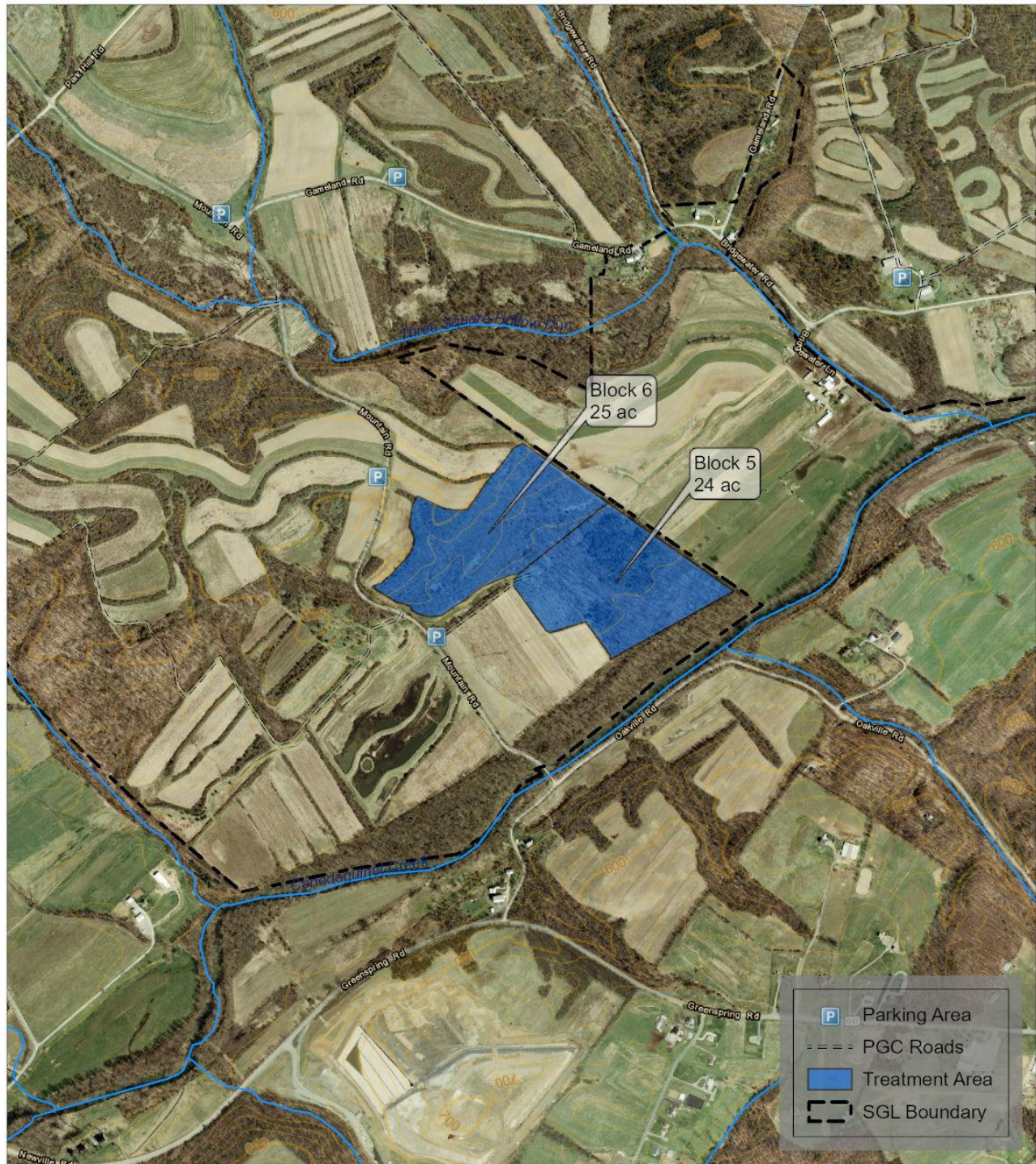
1 inch = 1,056 feet



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Attachment 3 Meeting Location

