

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

**FORESTRY FELLING CONTRACT – Uncharred Territory
(HAND)**

I. SCOPE OF WORK:

- A.** The Pennsylvania Game Commission, Southcentral Region Forestry Division, requires the services of an Operator to hand cut interfering woody vegetation containing 55 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 the respective Foresters as identified below. Questions regarding administrative aspects of this bid should be directed to Roy Bucher, PA Game Commission Southcentral Regional Forester, at telephone no. 814-643-1831 ext. 40484.
- C.** Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM, Wednesday September 16, 2020**. 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:

Line Item #1 – SGL#261, Bedford County, Broad Top Township: Hand Felling Project on approximately 55 acres.

Cutting instructions: hand fell all Sweet Birch and Striped Maple greater than three (3) feet in height and up to four (4) inch DBH. Approximately 600 stems/acre.

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour for this location is highly encouraged and may be conducted by contacting the Forester to make an appointment or get directions to the site:

SGL 261 – Dan Strunk – 814-251-2252

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.). **Bidders are strongly encouraged to visit project site on their own prior to bidding.**

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 Southcentral 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.** 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 felled with clean cuts must have stumps that are parallel to the ground surface and shall 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, utility rights-of-way, 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***. This bid will be awarded one line item. 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 September 16, 2020.** 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 **\$5,000.00.**

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 machine and/or hand cut mowing in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon execution of PO, receipt of the performance bond and continue until March 15, 2021. No contract extensions will be approved. Forfeiture of the performance bond may occur if contract is not completed by March 15, 2021.

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:

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

Roy Bucher
SC Regional Forester
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 1---Felling Specifications

1. This project requires the contractor to hand cut approximately 55 acres of all vegetation greater than three (3) feet in height including stems up to four (4) inches in DBH in forested understories on game lands in the Southcentral region of the PA Game Commission.
 - a. Cutting instructions: hand fell all Sweet Birch and Striped Maple stems greater than three (3) feet in height and up to four (4) inch DBH.
 - b. Approximately 600 stems/acre.
2. Project boundary is Pink painted trees.
3. **Due diligence will be used by all personnel to protect non-target/desirable species.**
4. After the successful bidder receives the PO and supplies the required bond, the contractor may begin work. **Work must be completed by March 15, 2021.**
5. The contractor shall notify the PGC Regional Forester, Roy Bucher at least business three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC representative.
6. The contractor and on-site crew supervisor or foreman will meet with a forestry representative before any work is done to review project specifics.
7. All stems must be cut off completely to no more than 6 inches above ground level, lower is desired.
8. 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.
9. Damage to non-target species will be the responsibility of the contractor. When in the opinion of Regional Forester, 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 \$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.
10. Contractor will be responsible to repair excessive damage to roads, work areas, gates or other structures.
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:

- a. All Saturdays in the months of October, November, December, and January and any Sunday open to hunting.
- b. The opening day and all Saturdays during spring gobbler season, including the youth spring gobbler hunt.
- c. All the days of regular firearms bear season.
- d. The entire general firearms deer season.
- e. The opening day of the flintlock muzzleloader season.

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

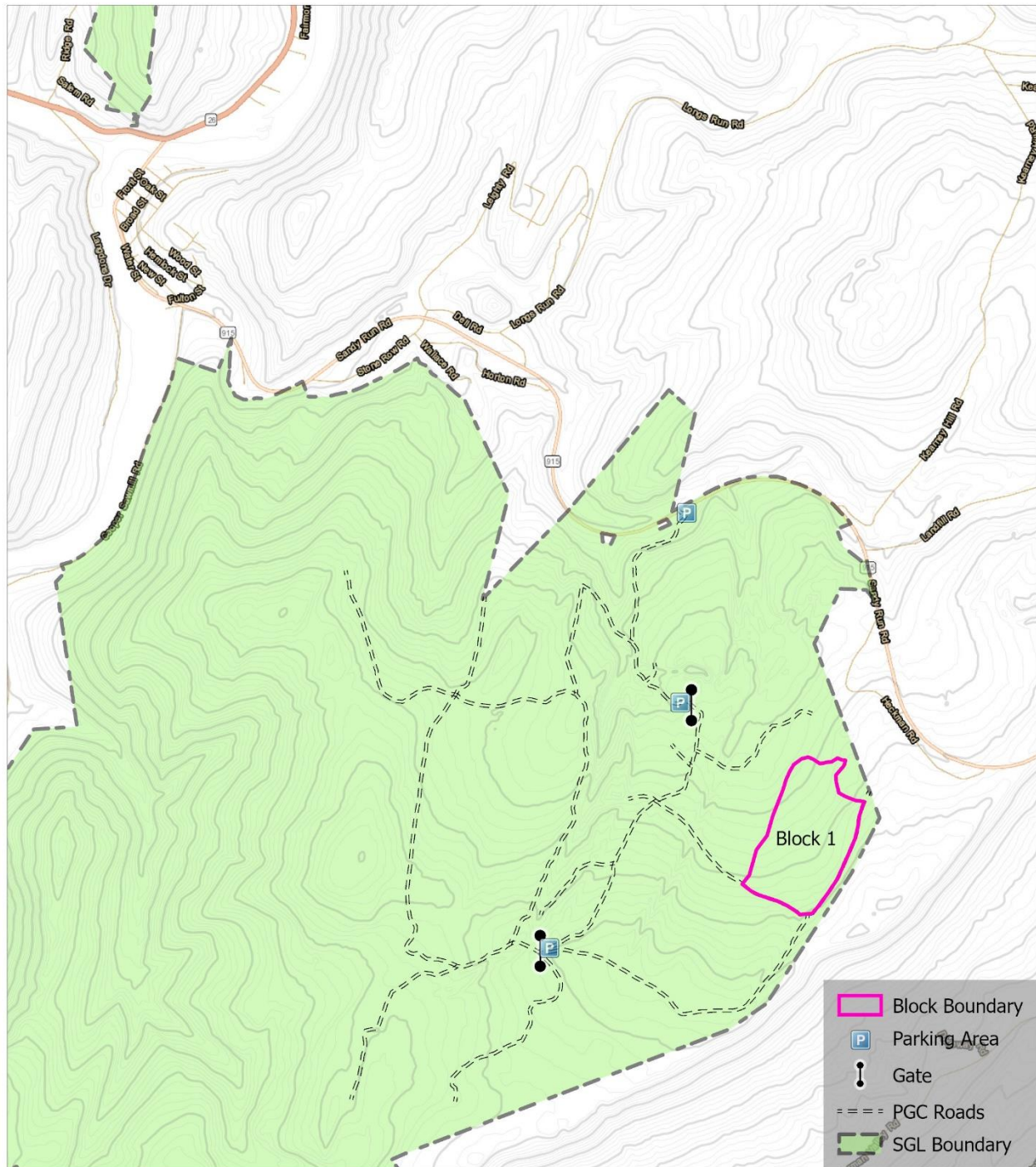
- 14.** The contractor shall notify the Regional Forester upon completion of the work to schedule a final inspection. Inspection will occur during normal working hours. All equipment used for the project will remain on site until the final inspection is completed.
- 15.** It is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of the same colored material. The material shall be worn so it is visible in a 360-degree arc.
- 16.** The contractor shall supply locks for access gates as necessary. Except for seasonally opened gates, PGC gates are to be kept closed and locked at all times except when the contractor is present on the site.

Attachment 2---Project Map

SGL 261
Broad Top Township
Bedford County
Compartment: 1
Stand : 20, 21

SGL 261 Uncharred Territory PR Hand Felling Project 2020

Treatment Type: Cleaning, Cut all
Birch and Striped Maple 3' tall up
to 4" DBH
Pink Boundary
Total Acres: 55 ac.



Forester: dstrunk
07/24/2020

0 1,000 2,000
US Feet

1 inch = 2,000 feet

