

STATEMENT OF WORK

**2016 COMPETING VEGETATION REMOVAL PROJECTS
PROJECTS:**

#051419 Stone Creek Spray West Project

#051420 Stone Creek Spray East Project

#071422 Henstep Project

#071423 Hoofnagle Project

BUREAU OF FORESTRY

**ROTHROCK STATE FOREST
(HUNTINGDON COUNTY)**

**BALD EAGLE STATE FOREST
(SNYDER AND UNION COUNTIES)**

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A. SCOPE OF WORK:

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, Rothrock and Bald Eagle State Forests, require the services of a contractor to remove competing vegetation through basal or cut stump application of herbicide, **and** selective felling of trees in specific forested areas of the Rothrock and Bald Eagle State Forests. This will aid in the establishment of stands of high-value trees by reducing competing understory tree species on an estimated 222 acres.

All contracts require the contractor to provide the herbicide, and its cost must be included in the per-acre bid.

Any questions concerning the technical aspects of this bid should be directed to David Yeager for projects 051419 and 051420 and Peter Johnson for projects 071422 and 071423 at the addresses listed below.

Department of Conservation and Natural Resources
Bureau of Forestry
Rothrock State Forest, Forest District 5
David Yeager
181 Rothrock Lane
Huntingdon, PA 16652
Phone: 814-643-2340
Fax: 814-643-6304
Email: dyeager@pa.gov

Department of Conservation and Natural Resources
Bureau of Forestry
Bald Eagle State Forest, Forest District 7
Peter Johnson
18865 Old Turnpike Road
Millmont, PA 17845
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Fax: 570-922-4696
Email: petjohnson@pa.gov

Questions regarding the bidding or contracting procedures should be directed to Carol Durham at 717-783-3309 or cdurham@pa.gov.

B. GENERAL CONTRACT TASKS:

It is the purpose and intent of this document to provide specifications for the removal of competing vegetation through herbicide(s), their application, and other operational requirements necessary for a properly prepared and executed Purchase Order.

1. **ACREAGE** – The Bureau of Forestry estimates a total of **222 acres** of government-owned land in the Rothrock and Bald Eagle State Forests. More specific information about the project is found in Section C, Item 1, and Appendix A. The treatment area consists of forest stands that have not had a final removal cutting. In general, the project is in a low use area, contains no permanent residences and no seasonal residences, where proper and careful competing vegetation removal through herbicide application is essential to allow the establishment of high-value trees.
2. **OPERATIONAL REPORT** – A separate report on the contractor's designated personnel and equipment to be used on the project must be submitted to the Bureau of Forestry representative seven (7) days prior to the beginning of the spray operation.

The report must be formatted and include all information as follows:

Contract Number (Purchase Order #):

Contractor:

Name of Contractor
Name of President or Owner (specify)
Address
Telephone Number

Subcontractor(s):

Name of Subcontractor(s)
Name of President or Owner(s) (specify)
Address(es)
Telephone Number(s)

On-Site Project Supervisor:

Name(s)
Address(es)
Telephone Number(s)

Person Holding Pesticide Applicators License(s):

Name(s)
Applicators' License Number(s)

Spray Equipment:

C. INDIVIDUAL CONTRACT SPECIFICATIONS:

1. AREA 051419 (See Appendix A for maps and further information.)

- a. County Involved: Huntingdon
- b. Forest District: 5
- c. Type of Areas to be Treated: State Forest
- d. Total Acres: 68
- e. Herbicides: Areas to be basal or cut/stump treated with spray equipment will have the following mix applied:
 - Garlon 4 diluted in oil or an oil based liquid at a 25% dilution rate, plus Stalker diluted in oil or an oil based liquid at a 3% dilution rate.
- f. Diluents (non water): Must use an environmentally safe diluent with a dye that clearly defines that a stem has been treated. No kerosene, diesel fuel, or by-product thereof may be used as the diluent. The diluent must be an Arborchem basal oil or equivalent.
- g. State Forest boundary trees with white paint blazes and trees with orange paint **will not** be cut or treated with herbicide.

- h. Other Special Requirements by Project Number: Treatment is not permitted between March 15 to May 15 due to spring green up and sap flow. Treatment is also not permitted if snow depth covers the stems to a point in which proper application cannot be completed. Bureau of Forestry will determine the snow cover depth amount decision.

2. AREA 051420 (See Appendix A for maps and further information.)

- a. County Involved: Huntingdon
- b. Forest District: 5
- c. Type of Areas to be Treated: State Forest
- d. Total Acres: 62
- e. Herbicides: Areas to be basal or cut/stump treated with spray equipment will have the following mix applied:
 - Garlon 4 diluted in oil or an oil based liquid at a 25% dilution rate, plus Stalker diluted in oil or an oil based liquid at a 3% dilution rate.
- f. Diluents (non water): Must use an environmentally safe diluent with a dye that clearly defines that a stem has been treated. No kerosene, diesel fuel, or by-product thereof may be used as the diluent. The diluent must be an Arborchem basal oil or equivalent.
- g. State Forest boundary trees with white paint blazes and trees with orange paint **will not** be cut or treated with herbicide.
- h. Other Special Requirements by Project Number: Treatment is not permitted between March 15 to May 15 due to spring green up and sap flow. Treatment is also not permitted if snow depth covers the stems to a point in which proper application cannot be completed. Bureau of Forestry will determine the snow cover depth amount decision.

3. AREA 071422 (See Appendix A for maps and further information.)

- a. County Involved: Snyder
- b. Forest District: 7
- c. Type of Areas to be Treated: State Forest
- d. Total Acres: 46
- e. Herbicides: Areas to be basal or cut/stump treated with spray equipment will have the following mix applied:
 - Garlon 4 diluted in oil or an oil based liquid at a 25% dilution rate, plus Stalker diluted in oil or an oil based liquid at a 3% dilution rate.
- f. Diluents (non water): Must use an environmentally safe diluent with a dye that clearly defines that a stem has been treated. No kerosene, diesel fuel, or by-product thereof may be used as the diluent. The diluent must be an Arborchem basal oil or equivalent.
- g. State Forest boundary trees with white paint blazes and trees with orange paint **will not** be cut or treated with herbicide.

- h. Other Special Requirements by Project Number: Treatment is not permitted between March 15 to May 15 due to spring green up and sap flow. Treatment is also not permitted if snow depth covers the stems to a point in which proper application cannot be completed. Bureau of Forestry will determine the snow cover depth amount decision.

4. **AREA 071423** (See Appendix A for maps and further information.)

- a. County Involved: Union
- b. Forest District: 7
- c. Type of Areas to be Treated: State Forest
- d. Total Acres: 46
- e. Herbicides: Areas to be basal or cut/stump treated with spray equipment will have the following mix applied:
 - Garlon 4 diluted in oil or an oil based liquid at a 25% dilution rate, plus Stalker diluted in oil or an oil based liquid at a 3% dilution rate.
- f. Diluents (non water): Must use an environmentally safe diluent with a dye that clearly defines that a stem has been treated. No kerosene, diesel fuel, or by-product thereof may be used as the diluent. The diluent must be an Arborchem basal oil or equivalent.
- g. State Forest boundary trees with white paint blazes and trees with orange paint **will not** be cut or treated with herbicide.
- h. Other Special Requirements by Project Number: Treatment is not permitted between March 15 to May 15 due to spring green up and sap flow. Treatment is also not permitted if snow depth covers the stems to a point in which proper application cannot be completed. Bureau of Forestry will determine the snow cover depth amount decision.

The following spray types pertain to all preceding areas:

Basal Spray

Competing vegetation will be reduced in the midstory through methods of basal spraying and cut/spray stump. Areas to be basal or cut/stump treated with spray equipment will have the following mix applied: Garlon 4 diluted in oil or an oil based liquid at a 25% dilution rate, plus Stalker diluted in oil or an oil based liquid at a 3% dilution rate. All red maple, striped maple, sassafras, and black birch greater than or equal to .5" and less than or equal to 5.5" in diameter (DBH), all blackgum species .5" – 2.0", and witch hazel two (2) feet tall and greater will be treated with a basal bark application in accordance with label directions.

Cut and Stump Spray

All red maple, striped maple, sassafras, and black birch greater than 5.5" and less than or equal to 11.5" (DBH) will be cut down and the stump sprayed. All blackgum greater than 2 inches and less than or equal to 11.5" will be cut down and the stump sprayed. Cuts will be level with the ground and be complete. No "hinge" cuts will be allowed. Partial cutting of trees followed by pushing the tree down will not be accepted. Cuts will be made no higher than 6" above the ground line. Tops of felled trees are not allowed to be left hanging in uncut trees. If a top is stuck in a standing tree and cannot be removed manually, the standing tree will be flagged with WARNING tape. All tops will be removed from all roads/trails, ditches, and may not be felled across State Forest Boundary Line. Tops must be 10' from deer fence enclosure. Trees that cannot be felled without dropping across property line or deer fence enclosure may be left standing. These trees will be treated with the "hack and squirt" method,

making at least one cut for every inch of diameter at breast height. Apply 1 ml of herbicide into each cut. The method of cutting will be left to the contractor's discretion. Mechanized cutting will be permitted, but damage to residual trees by equipment will not be tolerated. Immediately (within 8 hours) after cutting a tree, the cut stump will be treated with the above herbicide mixture in accordance with the label directions. Spray the root collar area, sides of the stump, and the outer portion of the cut surface including the cambium until thoroughly wet, but not to the point of runoff. If contractor damages deer fence, they must contact the District Office and make repairs within 24 hours of damage. Contractor is responsible for the cost of fence repair.

D. OBLIGATIONS OF THE DEPARTMENT:

- 1. PRE-WORK BRIEFING** – The Bureau of Forestry will conduct a pre-work briefing for the contractor and any subcontractors on a date to be specified by the Bureau of Forestry representatives. The representative will meet individually with each contractor at the pre-work briefing to review the required items and information for accuracy. A joint briefing may be held between the representative, the contractors' and subcontractors' representatives, and any other invited persons to discuss, among other things, contract specifications, project deadlines, and program safety. Participation at this meeting is required for the contractor and all subcontractors working on the contract.
- 2. MAPS** – The Bureau of Forestry will supply the contractor copies of maps, aerial photographs, or other suitable images on which the area to be treated has been delineated. The Bureau of Forestry will also supply, for operational purposes, copies of the respective forest district map on which the treatment areas have been drawn.

E. OBLIGATIONS OF THE CONTRACTOR:

The contractor is obligated to furnish spray equipment, spray materials, support equipment, and personnel necessary to produce an herbicide application for the removal of competing vegetation in accordance with the Invitation for Bid (IFB), and the contract specifications. **The contractor maintains responsibility for the entire contract even if another organization is providing part of the equipment and personnel.**

F. LIQUIDATED DAMAGES:

The contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this spray operation. The contractor will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

- 1. Timber Damages** – When, in the opinion of the a Bureau of Forestry representative, damage to the residual stand becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the representative per unit of volume. If this value for damage due to contractor'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.
- 2. State Forest Facilities** – Contractor shall immediately repair, in a manner which meets with the approval of a Bureau of Forestry representative, any damage to State Forest roads and/or other facilities, including camp access roads and deer fences, resulting from the contractor's use for this spray operation, general wear and tear accepted. The Bureau representative may notify the contractor in writing to temporarily discontinue use of any of the above whenever, in their opinion, such action is necessary to prevent serious damage. No contract payment deduction will be assessed when spray operations are curtailed by the Bureau of Forestry.

G. CONTRACTOR QUALIFICATIONS:

To bid on this program a contractor must be a Licensed Pesticide Applicator or firm that is currently licensed with the Commonwealth of PA and has an office(s), maintenance facilities, equipment, employees, and qualified equipment operators and mechanics, and have tools, equipment, and spare parts for the make and type of equipment indicated in these specifications.

This invitation for bid (IFB) is reserved for the Small Business Procurement Initiative as designated in Executive Order 211-09 dated November 21, 2011. Only Self Certified Small Businesses which have been certified by the Department of General Services prior to the bid opening date and time may submit a response to this IFB.

Your self-certification form from the Department of General Services must be submitted along with your IFB response. Failure to produce a valid Self Certified Small Business certificate shall render your submission non-responsive.

For more information on the Department of General Services Small Business Self Certification process please visit:
<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx#.WN EwaJ3D-Uk>.

H. REFERENCES:

After the bid opening and prior to awarding of the contract, the Department has the right to request references (name, address and telephone number) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract.

I. CONTRACT REQUIREMENTS:

All contract work must be completed by the termination date.

The Bureau of Forestry reserves the right to evaluate the proposed spray operation, including but not limited to equipment operators, spray equipment, and reject any part of the operation that, in the Bureau of Forestry's said opinion, will result in unsatisfactory performance. The Bureau of Forestry reserves the right to reject any or all bids.

J. BONDS:

The awarded contractor must furnish the Bureau of Forestry with a performance bond in the form of a certified check, surety bond, or letter-of-credit in the amount of twenty-five percent (25%) of the maximum contract amount.

If the contractor is a corporation, the bonds must be signed by the corporation president or vice-president (designate which one), and the corporation secretary and/or treasurer (designate which one). If the contractor is not a corporation, the bonds must be signed by the owner. The bonding company must be licensed to conduct business in Pennsylvania, and the bond must be countersigned by a Pennsylvania resident agent. The signers must have their names and title typed or printed under the signatures.

K. INSURANCE AND LICENSE REQUIREMENTS:

The Contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

1. Workmen's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
2. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.
3. Automotive Liability Insurance to protect the Commonwealth and the Contractor from claims arising out of the performance of the contract, including bodily injury and property damage insurance. The amount of bodily injury insurance shall not be less than \$300,000 for injury to or death of persons per occurrence. The amount of Property Damage Insurance shall not be less than \$300,000 per occurrence. Automobile bodily injury and property damage insurance coverage shall include non-owned and leased vehicles. Evidence of such coverage shall be required even though the Contractor claims to own no vehicles to be employed on the project.
4. Subcontractors/Leased Equipment - if any work under this contract is subcontracted or otherwise performed by anyone other than the Contractor or performed with equipment subcontracted or leased by the Contractor, the Contractor 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 Contractor 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 subcontractor or lessee.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "The Commonwealth of PA-DCNR" as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. These certificates shall include the location and a brief description of the work to be performed under the contract.

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

L. CONTRACT TERM:

The contract shall commence upon execution and receipt of purchase order and Notice to Proceed notification, and terminate on March 30, 2018. The service delivery date will begin no earlier than the effective date of the contract and end no later than March 07, 2018 for these project numbers. This will allow Bureau of Forestry staff time to inspect last minute completed work before contract termination. The contractor must notify a representative of the Rothrock State Forest or Bald Eagle State Forest seven (7) days prior to the start of operations. The Bureau of Forestry reserves the right to alter the ending date.

M. BID AWARD:

Bidder must complete and return the following:

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,

2. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.
3. A copy of your self-certification form from the Department of General Services and the Small Business Procurement Initiative. Failure to produce a valid Self-Certified Small Business certificate shall render your submission non-responsive.

The per acre unit price shall include all materials, labor, superintendence, tools, equipment, and any other items necessary for completion of the project.

The bid will be awarded based on the total sum of all blocks as indicated on the IFB-Invitation for Bids. The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. The Contractor shall be paid at the unit price bid for actual work performed.

Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

Due to budgetary constraints, the Department reserves the right to award any combination of blocks as deemed appropriate if total bid amount exceeds available funds.

N. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual services performed and will be based on the bureau of Forestry's surveyed acreage. Payment shall be made upon satisfactory completion of each project, contingent upon satisfactory completion as determined by field inspection conducted by a Bureau of Forestry Representative.

O. INVOICES:

Invoice format shall be in accordance with the IFB – Invitation for Bid.

All invoices for this contract MUST either be:

1. Emailed to the following for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>.

2. Or mailed to the following address:

Commonwealth of PA – PO Invoice
PO Box 69180
Harrisburg PA 17106

All invoices MUST have the purchase order number, project number, as well as your SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

P. RECEIPT AND OPENING OF BIDS:

Bids will be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us. Faxed bids and mailed bids **will not** be accepted.

No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid for any reason whatsoever.

Q. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us. The bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.

APPENDIX A

CONTRACT AREAS

<u>Project Name</u>	<u>Project Number</u>	<u>Acres</u>	<u>County</u>	<u>LAT/LONG</u>	<u>Treatment</u>
Stone Creek West	051419	68	Huntingdon	40.694-77.679	Basal – Cut/Spray
Stone Creek East	051420	62	Huntingdon	40.731-77.647	Basal – Cut/Spray
Henstep	071422	46	Snyder	40.826-77.263	Basal – Cut/Spray
Hoofnagle	071423	46	Union	40.828-77.340	Basal – Cut/Spray

Stone Creek West Project 05-1419

	Stem Size	stems /acre			Stem Size	stems /acre
Blackgum	.5" – 2.0"	14.67		Striped Maple	< 5.5"	
Blackgum	2.1" – 11.5"	40		Striped Maple	>5.5"	
Red Maple	< 5.5"	20		Sassafras	< 5.5"	
Red Maple	>5.5"	26.71		Sassafras	>5.5"	
Black Birch	< 5.5"	18.67		Witch Hazel	(# of Stems)	21.67
Black Birch	>5.5"	16.05				

ESTIMATED GRAND TOTAL: 157.77 stems/acre x 68 acres = 10,728.36 stems

Stone Creek East Project 05-1420

ESTIMATED GRAND TOTAL: 101.39 stems/acre X 62acres = 6,286.18 stems

	Stem Size	stems /acre			Stem Size	stems /acre
Blackgum	.5" – 2.0"	1.34		Striped Maple	< 5.5"	
Blackgum	2.1" – 11.5"	6.68		Striped Maple	>5.5"	
Red Maple	< 5.5"	41.34		Sassafras	< 5.5"	
Red Maple	>5.5"	45.36		Sassafras	>5.5"	
Black Birch	< 5.5"			Witch Hazel	(# of Stems)	6.67
Black Birch	>5.5"					

Henstep Project 07-1422

	Stem Size	stems /acre			Stem Size	stems /acre
Blackgum	.5" – 2.0"			Striped Maple	< 5.5"	
Blackgum	2.1" – 11.5"			Striped Maple	>5.5"	
Red Maple	< 5.5"	82		Sassafras	< 5.5"	
Red Maple	>5.5"	56		Sassafras	>5.5"	
Black Birch	< 5.5"			Witch Hazel	(# of Stems)	234
Black Birch	>5.5"					

ESTIMATED GRAND TOTAL: 372 stems/acre X 46 acres = 17,112 stems

Hoofnagle Project 07-1423

	Stem Size	stems /acre			Stem Size	stems /acre
Blackgum	0.5" – 11.5"	186		Striped Maple	>0.5"	12
Red Maple	>0.5"	176		Witch Hazel	(# of Stems)	318
Black Birch	>0.5"	2				

ESTIMATED GRAND TOTAL: 694 stems/acre X 46 acres = 31,924 stems