

STATEMENT OF WORK

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES BUREAU OF FORESTRY

FORESTRY MOWING CONTRACT 18-3 FOREST DISTRICT 15 3 PROJECTS, 372 ACRES (MACHINE OR HAND)

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a contractor to cut inhibiting woody vegetation in Forest District 15 on three blocks containing 372 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 Department.

Questions regarding the technical aspects of this bid should be directed to Andrew Duncan at (717) 783-7990 or aduncan@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Sherri Dornes at (717) 783-4884 or sdornes@pa.gov.

II. CONTRACT TASKS:

The following tasks shall be completed in performance of this contract:

PROJECT #	ACREAGE	LOCATION	TYPE
151726 – Potter County	127	DISTRICT 15	MACHINE/ HAND
151741 – Potter County	101	DISTRICT 15	MACHINE/HAND
151744 – Potter County	144	DISTRICT 15	MACHINE/HAND

Local Forest District contact for this project are as follows:

- **Susquehannock State Forest (District 15), John Wambaugh, Assistant District Forester, (814) 274-3600 or JOWAMBAUGH@pa.gov.**

GUIDELINES:

- All Beech, Birch, Striped Maple, and Pin Cherry between 1” and 10” diameter at stump height must be felled. All employees must be able to differentiate between species.
- Woody material felled using a mechanical flail type system may not have stumps with clean, sharp cuts and edges and must be less than twelve (12) inches, except when in the opinion of the Field Contract Coordinator, said height is impractical.
- 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, and utility rights-of-way.
- The Contractor shall exercise care and caution in all operations to prevent damage to all trees left untreated.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Contractor’s equipment must be repaired by the Contractor at their expense.
- Any trash resulting from the Contractor’s operations must be removed from the area and properly disposed.
- The Contractor shall not block any roads or trails in the area during performance of this contract. The Contractor 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 contractor.
- Designated fence corridor must be kept free of slash.
- Brush must be removed from existing fences, and any fence damage must be repaired within 24 hours at the contractor’s expense. Deer fence integrity must be maintained by closing gates promptly after entry and exit.
- Timber Damages – when in the opinion of Field Contract Coordinator, damage to the residual stand becomes excessive, the Contractor shall pay the Department a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Contractor’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.

III. CONTRACTOR QUALIFICATIONS:

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 should be submitted along with your IFB response. Failure to produce a valid Self Certified Small Business certificate (which must be dated prior to the opening date of this IFB) shall render your submission non-responsive.

For more information on the Department of General Services Small Business Self Certification process please visit: www.smallbusiness.pa.gov.

IV. CONTRACTOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Department has the right to request 3 (3) references (name, addresses and telephone numbers) of similar work performed by the Contractor 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 250 acres of machine and/or hand cut mowing in a forested environment in a single calendar year.

References are an optional tool available to the Department to help determine bidder capabilities. If any of these references are requested and the bidder cannot supply the necessary documentation and proof of compliance, the Department reserves the right to reject the bidder. The decision to both request references or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

V. SITE INSPECTION:

A **mandatory** site inspection will be conducted prior to the bid opening. The site inspection will be held Tuesday, April 10, 2018. All prospective bidders must attend to be eligible to bid on this contract. (Please sign-in to acknowledge attendance.)

Prospective bidders should meet at the Susquehannock State Forest District Office at 10:00 AM to discuss job specifications and to tour job sites.

The Susquehannock State Forest District Office is located on State Route 6, 8.5 miles east of the town of Coudersport. Interested vendors should contact the District Office at: (814) 274-3600 for additional directions.

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.) **Not all sites on contract may be shown at the site inspection, therefore bidders are strongly encouraged to visit all sites on their own prior to bidding.**

VI. PERFORMANCE BOND:

The contractor must furnish the Department with a performance security in the amount of **\$5,000.00**. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit, a certificate of deposit, a certified check, or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." The purchase order will not be issued until the performance security is furnished.

If the contractor is a corporation, the bond must be signed by the corporation president or vice-president (designate which one) and the corporation secretary or treasurer (designate which one). If the Contractor is not a corporation, the owner must sign the bond. The bonding company must be licensed to conduct business in Pennsylvania.

If the Contractor does not satisfactorily comply with the terms of the contract, the Commonwealth will retain all or a portion of the security pending the specific circumstances of the default.

VII. INSURANCE 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.

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.

VIII. 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 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 unit price shall include all labor, materials, equipment, tools, insurance, and all 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.

IX. CONTRACT TERM:

The Contract shall commence upon execution and receipt of the purchase order and continue until June 1, 2019.

This contract must be started within one (1) month from the date the purchase order is issued. If the contract is not started within one (1) month after the purchase order is issued, the vendor will forfeit the contract.

If site conditions, as determined by the Department, are unfavorable to proceed, the start may be delayed. Work must then commence within ten (10) days of the onset of favorable conditions, as determined by the Department.

The start date may also be postponed if the contractor is actively working on another Bureau of Forestry mowing contract.

X. LIQUIDATED DAMAGES:

At the discretion of the Department, Liquidated Damages may be assessed if the contractor fails to meet the terms of the contract.

1. **Purchase Order Completion Failure:** If the contractor fails to complete the projects on the Purchase Order by the termination date of June 1, 2019, the Department representative may

assess a Liquidated Damage equal to all or a portion of the \$5,000 Performance Bond as required in Section VI.

The Department may, at their discretion, give the contractor a written extension, not to exceed 90 days, for the work to be completed. An extension will only be granted if 75% of the project (279 acres) is satisfactorily completed.

Should an extension be granted, the liquidated damage equal to all or portion of the \$5,000.00 Performance Bond may still be assessed.

Should the contractor fail to complete the project after the extension is granted, any value remaining on the \$5,000.00 Performance Bond (if the full bond was not already retained) may be taken.

XI. PAYMENT TERMS:

Payment shall be made upon satisfactory completion of the **block or authorized partial block**. A block will be deemed complete when all items listed in the Guidelines have been met for that block. Invoice must state the number of acres properly treated.

On blocks larger than 50 acres, the contractor may invoice for partial payment. The District Forester/Assistant District Forester must be in agreement with the contractor, and the District Forester/Assistant District Forester must authorize the partial payment.

XII. 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
P.O. Box 69180
Harrisburg, PA 17106

A copy of the invoice(s) **MUST** also be sent to:

Andrew Duncan
Bureau of Forestry, Silviculture Section

P.O. Box 8552
Harrisburg, PA 17105
717-783-7990
aduncan@pa.gov

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.

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.

XIII. RECEIPT AND OPENING OF BIDS:

Bids must 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 not addressed properly and identified, or for any reason whatsoever.

XIV. BID RESULTS:

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. 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.

Attachments:

Attachment A: Project Maps

Attachment B: Statewide Forestry Map