

STATEMENT OF WORK

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES BUREAU OF FORESTRY

FOREST CROP TREE MANAGEMENT CONTRACT 18-1 FOREST DISTRICT 15

3 PROJECTS, 184 ACRES, HAND CUT ONLY

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a contractor to select and cut inhibiting woody vegetation around Crop trees in Forest Districts 15 on **three (3) separate blocks containing a total of 184** acres. The objective of these treatments is to select individual trees for retention as future crop trees and remove competing trees (using chainsaws, brush cutters or other hand tools) around them. Only trees smaller than 6.0 inches in diameter, at breast height (dbh), will be cut with the exception of beech, birch, pin cherry, and striped maple which will be cut up to 8 inches in diameter. The work will generally occur in young, densely-stocked, sapling-sized stands. This dense stocking can impede walking and working with chainsaw or brush-cutting equipment. Contract work in some project areas will result in large numbers of undesirable stems being felled.

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 Carol Durham at (717) 783-3309 or cdurham@pa.gov.

II. CONTRACT TASKS:

A. Location and Description

Project # 151738 – 73 acres off of Rock Ridge Road in Summit Township, Potter County. 18 year old stand primarily releasing cherry, oak and maple stems.

Project # 151745 – 54 acres off of Rock Ridge Road in Summit Township, Potter County. 13 year old stand primarily releasing Cherry, Oak and Maple stems.

Project # 151746 – 57 acres off of the Rock Ridge Road in Summit Township, Potter County. 15-year-old stand primarily releasing cherry, Oak and maple stems.

Project Map is Attachment A

Local Forest District contact for this project is John Wambaugh, Assistant District Forester, Field Contract Coordinator (814) 274-3600 ext. 104.

B. Access

Project areas may be reached by State Forest roads that are accessible by standard pickup truck during the normal working season. The State assumes no obligation to plow snow or do any special maintenance to keep the roads open. An actual visit to the sites prior to bidding is encouraged to view the access to the projects. The Contractor is responsible for any damage caused by their operations. Some of the projects may be on a gated road. A State Forest key will be provided as necessary to the successful bidder for access.

C. Production

The density of trees on project areas vary to a large degree from unit to unit and within units. Only by on-the-ground examination can prospective Contractors determine the work entailed in marking and felling the trees.

D. Safety

It is the Contractors responsibility to ensure that the work environment and the work is carried out safely by themselves as well as their employees. The Contractor shall provide all personal protective equipment.

E. Notification

The Contractor is required to keep the Field Contract Coordinator currently informed of their work schedule and physical location of their work force to permit ready location and timely inspection of accomplished work. The Contractor shall also notify the Field Contract Coordinator at least monthly of the progress being attained on this project. This notification can be oral or written.

III. TECHNICAL GUIDELINES:

A. CROP TREE SELECTION CRITERIA

1. The Contractor will select crop trees to be released. **Crop trees shall be marked in each Project Area prior to the start of felling operations. Marking will be completed with an agreed upon color of plastic flagging. Flagging will be supplied by the Contractor.** Each selected crop tree will have flagging attached to it at diameter breast height (DBH), which is defined as 4.5 feet above the ground. Crop tree density for each project should average **40-50 well distributed trees per acre** upon completion of marking, but may range between **20-60 trees per acre** in any given portion of a Project Area. **The Contractor will contact the Field Contract Coordinator for inspection of selection and marking of trees within each individual Project area prior to the start of felling operations within that Project area.** The Field Contract Coordinator will have three business days to inspect the Contractor's marking from reception of the Contractor's notification. The Field Contract Coordinator will either approve the project area for felling or tell the Contractor what corrective action is needed for the project area to be approved. The Contractor can then rework the area and resubmit for approval.

2. The Contractor will select crop trees in the following order of preference:
 - a. Red oak
 - b. Other oak
 - c. Tulip/yellow poplar
 - d. Black cherry
 - e. Cucumber
 - f. Sugar maple
 - g. Red maple
 - h. White Pine
 - i. Aspen
 - j. Basswood
3. Clumps of beech and birch may be avoided (no cut) if no desirable crop trees exist within them.
4. Select trees in the dominant or co-dominant crown class. Intermediate oak trees shall be considered if they have good leaf and crown development and are a minor component of the stand. Desirable shade tolerant species, like sugar maple, growing in intermediate positions may also be considered if they have good leaf and crown development.
5. Selected trees shall be reasonably straight, free of stem damage and have a healthy appearing crown. Do not select overtopped trees unless there is a real benefit to releasing overtopped tree (e.g. oak species).
6. The following characteristics shall be avoided when selecting crop trees:
 - a. Trees that fork within 12-foot of ground level.
 - b. Trees with evidence of bird pecks, or other defects that reduce grade.
 - c. Trees with epicormic branches below the main crown.
 - d. Trees with dead branches in the upper crown.
 - e. Trees with evidence of splitting of the main stem below the live crown.
 - f. Reserve trees, which are usually larger trees retained during the last harvest.
 - g. Trees leaning greater than 20 degrees from vertical from the stump.
7. Stump Sprouts – Trees originating from seed should be selected over sprout clumps. Sprout clumps shall be considered when no seedling origin candidates exist.
 - a. No more than 2 crop trees per sprout clump shall be selected.
 - b. Selected sprout shall originate at or near the groundline.
 - c. Cut sprouts shall result in a smooth surface, flush with the bark.
 - d. Avoid injury to the remaining crop sprout.

B. CROP TREE RELEASE CRITERIA

1. Implement a crown touching release by felling every tree (except desirable species listed on the crop tree preference list need not be cut) whose crown is overtopping, touching or with 10 feet of the crown of a marked crop tree. The felling of trees that are not in competition with a marked crop tree will not be allowed unless it is a safety hazard to the Contractor.
2. Sever live trees up to 6.0 inches dbh and up to 8.0 inches dbh for beech, birch, pin cherry or striped maple.
3. In the event of multiple crop trees occurring close together with the adjoining crowns, fully release around the multiple crowns.
4. Maximum stump heights shall be **6.0 inches** above the ground, unless designated in writing by the Field Coordinator. Stump sprouts (multiple stems) will be cut as close to the ground as possible. Stumps will be cut in a manner which results in a flat (parallel with the ground) surface. **Angular stump cuts will not be allowed: units that have angular stumps will not be accepted.** Trees shall be completely severed from the stump.
5. Boundary trees are not to be felled. Project area boundary trees are designated by an orange painted band on the tree.
6. Trees marked with marking paint, flagging, enclosed in tree shelters, or attached to fencing shall not be felled.
7. Slash (cut/felled material) shall be placed below the level of the crowns, so that it will not lean against or be suspended by an uncut tree. Do not pile cut trees or brush on top of designated crop trees.
8. Cut trees should be felled away from pipelines, gas development, wells, power lines, trails, fences, survey monuments, roads, streams, and any other improvements designated by the Field Coordinator. If such improvements are damaged by Contractor's Operation, Contractor shall restore them to conditions existing prior to damage.
9. Only live trees will be cut: all snags encountered will be retained unless they are a hazard to Contractor safety.
10. 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.
11. All employees must be able to differentiate between tree species.

12. 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.

C. INSPECTION AND QUALITY ASSURANCE

1. Each project area will be inspected as a separate unit. Each area inspection will consist of a well-distributed series of plots sufficient to yield at least a 1% sample for each unit. Plot centers will be marked and numbered. Each plot will be examined to record findings on the items listed below:
 - a. Number of marked crop trees properly released.
 - b. Number of marked crop trees not properly released.
 - c. Technical thinning/release specifications being met.

2. Upon inspection of all the plots for the project unit, the quality of thinning shall be calculated as follows:

Number of total marked crop trees on unit minus number of improperly released crop trees.

Number of total marked crop trees on the project unit times 100 = Quality Percent (%).

3. The minimum acceptable quality inspection percentage is 85% for the project unit. If any project unit inspection yields below 85% than the Contractor will be required to rework the unit till it is in conformance with the requirements of this contract and the quality assurance. Contractor will receive payment in full if the Quality Inspection Percentage for the project area is greater or equal to 85%.

IV. 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 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: www.smallbusiness.pa.gov.

V. CONTRACTOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Department has the right to request 3 references (name, addresses and telephone numbers) for whom similar work has been performed by the Contractor as proof of qualifications to perform the work involved in this contract. Similar work is defined as: "Pre-selection of Crop Trees by species, canopy class, health, and form characteristics and releasing these Crop Trees by selectively removing competing stems whose tree crowns touch the crown of the Crop Tree, or within the distance specified from the edge of the crown of the Crop Tree."

VI. SITE INSPECTION:

There is **no mandatory** site inspection or scheduled tour of the project sites. Prospective bidders are highly encouraged to look at the sites prior to bidding due to the variability between the sites. Questions concerning the sites may be answered by calling the Susquehannock State Forest Office at (814) 274-3600.

VII. 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.

VIII. INSURANCE REQUIREMENTS:

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **WORKER'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.
- B. **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. The 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.

IX. BID AWARD:

Bidder must complete and return the following:

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

X. 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 may forfeit the contract at the discretion of the Department.

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.

XI. PAYMENT TERMS:

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

On projects larger than 50 acres, the contractor may invoice for partial payment. The district forester must be in agreement with the contractor, and the 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:

A. 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>.

B. Or mailed to the following address:

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

And a copy of the invoice MUST also be sent via email or mail to:

DCNR - Bureau of Forestry
Andrew Duncan
P.O. Box 8552
Harrisburg, PA 17105-8552

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.

XV. LIQUIDATED DAMAGES:

If the contractor fails to complete the fence project 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 VIII.

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 unless 75% of the project (defined as 138 acres) are satisfactorily completed.

Should an extension be granted, the liquidated damage equal to all or a portion of the \$5,000 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 Performance Bond (if the full bond was not already retained) may be taken.

Attachments

Attachment A: Project Map