

## STATEMENT OF WORK

### BUREAU OF FORESTRY MICHAUX STATE FOREST

#### BIG PINE FLAT FORESTRY MULCHING PROJECT MACHINE APPLICATION ONLY

##### A. SCOPE OF WORK

The Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, Michaux State Forest requires the services of a contractor for forestry mulching on 475 acres of state government-owned located along Ridge Road in Michaux State Forest, Southampton Township, Cumberland County. **The project area involves flat to moderate terrain with some steep slopes and may have dense vegetation or other major difficulties.**

All scrub oak, mountain laurel, huckleberry, black gum and red maple less than ten (10) inches diameter at breast height (DBH, four and a half (4.5') feet high from base of stump), and all other understory vegetation must be mechanically grinded/mulched down to ground-level height, + or - one (1) inch from ground level based on site conditions with the exception to: **ALL conifer and oak species, American chestnut and serviceberry, which are reserved and shall not be mulched or otherwise damaged.** It is the contractor's responsibility to identify the reserved species. During the pre-work conference, if the contractor has any questions regarding certain species, a representative from the Department will show the contractor a specimen of the above mentioned reserved tree species.

The winning bidder must utilize a rotary-head mechanical grinding (forestry mulching) machine meeting the following specifications:

- This forestry mulching machine will reconfigure and reclaim scrub-oak pitch pine barrens community through the rotary-head mechanical grinding/mulching of pole sized trees, stumps and woody vegetation.
- The work must be accomplished using heavy duty, wheeled or tracked vehicles with rotary grinding, FECON-style grinding/forestry mulching head (**\*NOTE – the brand name FECON is used for comparison purposes only**). Equipment used shall have a minimum horsepower rating of 300 horsepower. Contract administrator reserves the right to determine acceptability of proposed equipment to be used.

**NOTE:** Operations cannot occur on Saturday or Sunday or during any PA deer, turkey or bear hunting seasons, unless authorized in writing by the Department's field contract coordinator. Operations are not permitted during any holidays or from the last Saturday in April thru July 4<sup>th</sup> during critical bird nesting season.

The services shall include, but not limited to, the furnishing of all materials, labor, superintendence, tools, and equipment required to mow/masticate as per the attached specifications.

Any questions concerning the technical aspects should be directed to Michael Wright at 717-352-2211 or [michawrigh@pa.gov](mailto:michawrigh@pa.gov). Questions regarding the bidding or contracting procedures should be directed to Sherri Dornes at 717-783-4884 or [sdornes@pa.gov](mailto:sdornes@pa.gov).

## **B. PROJECT LOCATIONS**

Block 1: 29 acres located southeast of Ridge Rd., Southampton Twp., Cumberland Co., in the 400' AT buffer.

Operations in block 1 must be completed parallel to the Appalachian Trail (AT). Operations will be required up to the edge of the AT. Operations shall be conducted in a manner which will prevent equipment from passing across the AT, mulching perpendicular across the trail, or otherwise which may cause excessive damage to the trail. The AT can only be crossed at locations specified by the Department. Driving on the AT is not permitted. The AT footpath must be cleared of any trees or brush caused by the application.

Block 2: 67 acres located southeast of Ridge Rd., Southampton Twp., Cumberland Co., south of AT buffer blk.

Block 3: 113 acres located southeast of Ridge Rd., Southampton Twp., Cumberland Co., north of AT buffer blk.

Block 4: 131 acres located southeast of Ridge Rd., Southampton Twp., Cumberland Co.

Block 5: 81 acres located north of Ridge Rd., Southampton Twp., Cumberland Co.

Block 6: 54 acres located northwest of Ridge Rd., Southampton Twp., Cumberland Co.

**\* Maps of the treatment areas is attached.**

## **C. SITE INSPECTION AND ASSISTANCE**

A tour of the site is recommended and will be conducted on May 16, 2018. Meet at 9:00 AM at Big Flat ATV Parking Lot located at 1975 Birch Run Road, Biglerville, PA 17307. Bidders interested in viewing the site should contact Michael Wright at 717-352-2211.

## **D. CONTRACTOR QUALIFICATIONS**

- 1. Purpose** – It is the purpose and intent of this document to provide specifications for mulching, equipment, and other operational requirements necessary for a properly prepared and executed contract and for securing and the proper equipment, service facilities, qualified ground personnel, and qualified equipment operators and mechanics, have tools and spare parts for the make and type of equipment indicated in

these specifications capable of conducting a proper mulching operation and performing necessary related functions.

2. **Small Business** - 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](http://www.smallbusiness.pa.gov).

#### **E. CONTRACT ADMINISTRATIVE REQUIREMENTS**

All contract work must be completed by the termination date. The Bureau of Forestry reserves the right to evaluate the proposed mulching operation, including but not limited to equipment operators, equipment, and operating plan, 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.

#### **F. CONTRACT TERM**

The contract term shall commence upon receipt of Purchase Order and terminate on September 27, 2019.

The contractor must notify the Program Supervisor seven (7) days prior to the beginning of mulching.

**NOTE:** Operations cannot occur on Saturday or Sunday or during any PA deer, turkey or bear hunting seasons, unless authorized in writing by the Department's field contract coordinator. Operations are not permitted during any holidays or from the last Saturday in April thru July 4<sup>th</sup> during critical bird nesting season.

\*If the awarded bidder receives the contract for both mulching projects in the Michaux State Forest, the bidder must complete the Big Pine Flat Forestry Mulching project before starting the Bunker Hill Mulching contract.

#### **G. DEPARTMENT PERSONNEL**

**1. PERSONNEL** - The Bureau of Forestry will furnish personnel to supervise and direct the mulching operation in the following capacities:

- a. Program Supervisor** - The Resource Management Assistant District Forester, Neal Mishler, in the Michaux State Forest, is responsible for the overall operation of the habitat management program and represents the Bureau of Forestry in settling minor contractual matters. This person is responsible for coordinating the activities of all people working on the program within a forest district and communicating with the contractor's project supervisor concerning any operational problems or changes in plans.
- b. Field Contract Coordinator** – Michael Wright, Forester, will serve as the Bureau of Forestry's field liaison with the contractor and is responsible for reviewing and approving/disapproving the mulching operations plan, verifying all approved equipment, verifying acceptable working conditions, and conducting quality control checks on the equipment and during general operations.

#### **H. GENERAL CONTRACT TASKS**

- 1. PURPOSE** - It is the purpose and intent of this document to provide specifications for approved equipment, application, and other operational requirements necessary for a properly prepared and executed Purchase Order contract, and for securing proper equipment, dispersal systems, service facilities, qualified ground personnel, and qualified equipment operators capable of making desired landscape habitat goals and performing necessary related functions.
- 2. ACREAGE** - The Bureau of Forestry estimates a total of 475 acres of state forest land in the Michaux State Forest, consisting of 6 blocks that are proposed for treatment. The treatment areas consist of forest stands with variable overstory stand densities that have dense undesirable understory/mid-story vegetation.
- 3. STARTING AND COMPLETING DATES** – The contract term shall commence upon receipt of Purchase Order and terminate on September 27, 2019.
- 4. RECALL** - The contractor may submit a bill for each block once they are finished, but may be recalled to treat any area(s) that were missed. The Bureau of Forestry will resolve any issues/disputes between the contractor and the Bureau of Forestry. Recall mulching from misses will be at the contractor's expense. The contractor will be required to retreat, without any additional compensation, areas not properly mulched

due to skips of faulty operator equipment limitations that were not immediately apparent after initial mulching.

The Program Supervisor will make this decision one (1) week after the initial mulching and will transmit a final written decision to the contractor with the exact locations and time frames of the areas that must be retreated. Thereafter, the contractor will be required to complete the retreatment by the date specified in the Program Supervisor's letter. If a recall area is not retreated, the Bureau of Forestry will hire a secondary contractor to complete the area and will bill this amount to the contractor and/or take it from the performance bond.

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

- a. **Timber Damages** - When, in the opinion of the Program Supervisor, damage to the residual stand becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the Program Supervisor 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.

- b. **State Forest Facilities** - Contractor shall immediately repair, in a manner which meets with the approval of the Program Supervisor, any damage to State Forest roads and/or other facilities, including camp access roads, Right-Of-Ways (ROW) and hiking trail(s) resulting from the contractor's use for this mulching operation, general wear and tear is excepted. The Program Supervisor 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 the Bureau of Forestry curtails mulching operations.

6. **OPERATIONAL REPORT** - A separate report on the contractor's designated personnel and equipment to be used on the project must be submitted to the Program Supervisor seven (7) days prior to the beginning of the mulching.

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

Purchase Order Number:

Contractor:

Name of Contractor

Name of President or Owner (specify)

Address  
Telephone Number

Subcontractor(s): (If Any)

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

On-Site Project Supervisor:

Name(s)  
Address(s)  
Telephone(s)

## **I. INDIVIDUAL CONTRACT SPECIFICATIONS**

### **1. SERVICE/BID DOCUMENT CONTRACT**

- a.** Counties Involved: Cumberland Co., Southampton Twp.
- b.** Forest District: 01
- c.** Type of Areas to Be Treated: Michaux State Forest
- d.** Total Acres: 475 acres
- e.** Estimated Starting Date: Following contract approval and upon receipt of Purchase Order.
- f.** Other Special Requirements:
  - 1. All work must be conducted within the regulations of the contract.
  - 2. The Contractor must follow all state and federal safety procedures that apply to such working being conducted.
  - 3. The Contractor is only allowed to work within one block at a time and cannot move into another block until the field contract coordinator agrees that all work being requested with this contract has been conducted in accordance with the contract.
  - 4. Before the Contractor can conduct any work on the site, the field contact coordinator must visually inspect all equipment being used on the site. The inspection will be at the Michaux State Forest office at 10099 Lincoln Way East, Fayetteville, PA 17222. If the field contract coordinator deems that the equipment must be cleaned/washed (I.E. mud, weeds, etc.) before operations can begin, the contractor may use the Bureau of Forestry facility and equipment to wash the equipment. This is to help reduce the spread of invasive species onto the landscape. If the equipment is moved from the site for any duration of time, once the equipment is brought back to conduct work, the protocol stated above must be repeated.

## J. OBLIGATIONS OF THE DEPARTMENT

**MAPS** - The Bureau of Forestry will supply for use by the contractor copies of 7 1/2-minute USGS topographic quadrangle maps on which the areas to be treated have been delineated. The Bureau of Forestry will also supply, for operational purposes, copies of forest district maps on which treatment areas have been drawn and upon request shapefiles can be sent to the contractor.

## K. OBLIGATIONS OF THE CONTRACTOR

1. **GENERAL** - The contractor is obligated to furnish equipment, support equipment, and personnel necessary to produce and restore central Appalachian scrub oak-pitch pine habitat on approximately 475 acres in accordance with the Invitation to Bid, the contract specifications, and the Purchase Order contract. Other sections in these contract specifications give more specific information on the equipment and personnel required. **The contractor maintains responsibility for the entire contract, even if another organization is providing part of the equipment and personnel.**
2. **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 Contractor as proof of qualifications to perform the work requested by this contract.  
  
Similar work is defined as, experience in mulching using a rotary-head mechanical grinding (forestry mulching) machine for trees/vegetation up to approximately 10” DBH.
3. **PROOF OF INSURANCE** - The contractor must provide proof of insurance as specified for equipment owned, leased, rented, subcontracted, or otherwise utilized by the contractor and for all personnel hired, subcontracted, or otherwise employed by the contractor.
4. **START DATE** - The contractor must notify the Program Supervisor seven (7) days prior to the beginning of mulching.

5. **MAINTENANCE** - The contractor must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment including, but not limited to, pumps, pump seals, blades, and other components to provide current maintenance on the mulching equipment, and to provide for immediate replacement of critically needed parts and equipment. Routine maintenance must be conducted only at times that will not interfere with the mulching operation. Care must be taken to prevent leakage of hydraulic and diesel material at all times. Contractor must have on site at all time an oil spill kit and notify the field contract coordinator within 24 hours of the spill. The contractor is responsible for all cleanup and mitigation methods that need to be remedied due to the spill.
6. **SECURITY** - Guard service for the equipment and/or support equipment is the responsibility of the contractor.
7. **FIELD EXPENSES AND TRANSPORTATION** - Costs incurred in the operation and maintenance of all contractor equipment are the responsibility of the contractor.
8. **SAFETY** - The contractor is required to conduct all operations in a safe manner. The contractor must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies.

#### L. **CONTRACTOR PERSONNEL**

1. **PROJECT SUPERVISOR** - The contractor must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention. This person must be familiar with all equipment being used. If the project involves the simultaneous mulching of two blocks, the project supervisor will not be assigned to regularly operate mulching equipment or serve as ground support for any equipment.
2. **GROUND SUPPORT PERSONNEL** - The contractor must supply properly qualified and trained ground support personnel unless otherwise specified in writing by the Program Supervisor to drive all necessary support vehicles, operate and maintain the equipment used and properly fuel, service, and maintain each piece of equipment. Providing people with no training or no prior experience is not permitted.
3. **ROYER EQUIPMENT OPERATORS**
  - a. **Qualifications** - The contractor must provide equipment operators that are qualified to operate the equipment specified in the bid in a safe and efficient manner.

#### M. **APPLICATION SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS**



1. **SAFETY** - The Bureau of Forestry and contractor personnel are required to conduct themselves in a safe manner at all times. The contractor must provide equipment and all required personal protective equipment suitable for the safe application of the treatment on all types of terrain encountered on the contract.
2. **MARKING** - The boundary of each mulching area has been GPS surveyed. On all the mulching areas, the boundary will be further delineated by flagging with color to be agreed upon with contractor. Flagging will be hung so that one can readily be seen from another. This line will be flagged in such a way as to leave no doubt to anyone where it is located. The Appalachian Trail and Three Pine Trail will also be flagged and or painted.

#### **N. Equipment and Operation**

1. **Equipment** – Department must approve of any equipment being used that was not stated in the scope of work section.
2. **OPERATIONAL PROBLEMS** - The contractor must determine what, if any, operational problems exist within the project area. These problems may include transportation, and terrain difficulties. To the best of the Bureau of Forestry's knowledge at this time, no adverse characteristics exist. It is the contractor's responsibility to insure a trouble-free operation.
3. **CONTAINER DISPOSAL** - The contractor is responsible for the proper disposal of all containers and garbage removal from the site.
4. **SAFETY** - The contractor must follow all safety procedures and state forest rules and regulations especially those that apply to public safety. While working within the AT buffer (400 feet) the contractor must post signs letting recreationalist know about the work being conducted and the operator's need to be cautious while working near the trails. The sign can say that mulching treatment is being conducted near the trail, and if the equipment is near the trail please make eye contact with the operator before passing, so they can shut mulcher off. Large flying debris can occur, so please be cautious while passing through this working forest area.

#### **O. 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.

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.

#### **P. PERFORMANCE BOND**

The contractor must furnish the Department with a performance security in the amount of **\$10,000.00**. 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.

#### **Q. LIQUIDATED DAMAGES**

The contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this mulching 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 Program Supervisor, damage to the residual trees becomes excessive, the contractor shall pay the Commonwealth a fair base current value determined by the Program Supervisor per unit 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 the Program Supervisor, any damage to State Forest roads and/or other facilities, including camp access roads and hiking trails resulting from the contractor’s use for this mulching operation, general wear and tear accepted. The Program Supervisor 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.

#### **R. BID AWARD**

The bidder must complete and return the following:

1. The electronic Invitation for Bid to be found at **[www.pasupplierportal.state.pa.us](http://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.

3. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.

Bid will be awarded based on the lowest total sum of all the blocks. In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

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

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 for actual work performed.

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

Note: The Department will only accept out to two (2) decimal points when entering your bid.

#### **S. 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 can be made upon satisfactory completion of each block, contingent upon satisfactory completion as determined by field inspection conducted by a Bureau of Forestry Representative.

#### **T. 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](mailto:69180@pa.gov).

For information on the Commonwealth's E-Invoicing Program, visit:  
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

2. Or mailed to the following address:

Commonwealth of Pennsylvania – PO Invoice  
P.O. 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.

**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.

#### **U. RECEIPT AND OPENING OF BIDS**

1. Bids must be submitted via the PA Supplier Portal, to be found at **[www.pasupplierportal.state.us](http://www.pasupplierportal.state.us)**. Faxed bids and mailed bids **will not** be accepted.
2. No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

#### **V. 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.

#### **W. ATTACHMENTS**

Michaux State Forest Big Flat Royer Area Map  
Michaux State Forest Big Flat Royer Topo Map  
Michaux State Forest Big Flat Royer Location Map