

Statement of Work

2019 Tree Planting (Hardwood and Conifer)

**PA Department of Conservation and Natural Resources
Bureau of Forestry
Forest Districts (F. D.) 1, 4, 10, 15 and 20**

I. **Scope of Work:**

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a vendor to plant approximately 255,500 seedlings, comprised of 120,000 hardwoods and 105,500 conifers, for the following Forest Districts:

- Michaux State Forest (F.D. #1)
- Forbes State Forest (F. D.#4)
- Sproul State Forest (F. D. #10)
- Susquehannock State Forest (F. D. #15)
- Loyalsock State Forest (F. D. #20)

See Attachment A for District Forest Office Index and Map.

Services shall include, but are not limited to, the furnishing of all labor, superintendence, tools, and equipment for the planting of trees as per the planting specifications.

Questions concerning technical aspects of this bid and statement of work should be directed to Bureau of Forestry Regeneration Coordinator Andrew Duncan at (717) 783-7990 or aduncan@pa.gov.

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

Questions concerning the tree planting/technical aspects of this bid should be directed to the following individuals:

- Michaux State Forest (F.D. #1) – Neal Mishler at (717) 352-2211 or nmishler@pa.gov.
- Forbes State Forest (F.D.#4) – Cory Wentzel at (724) 238-1200 or cwentzel@pa.gov.
- Sproul State Forest (F. D. #10) – John Long at (570) 923-6011 or jtlong@pa.gov.
- Susquehannock State Forest (F. D. #15) – John Wambaugh at (814) 274-3600 or jowambaugh@pa.gov.
- Loyalsock State Forest (F. D. #20) – Joe Engel at (570) 946-4049 or cengel@pa.gov.

II. **Contract Conditions:**

The following conditions shall be completed in performance of the contract:

A. Issuance of Purchase Orders

DCNR shall issue Purchase Orders against this contract for tree planting. These orders constitute the contractor's authority to plant trees described in the Purchase Order.

All Purchase Orders received by the contractor up to and including the expiration date of the contract are acceptable and must be performed in accordance with the order and the contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the contract.

B. Delivery

1. All items must be delivered within the time-period specified on the Purchase Order.
2. Shipping may be to various Commonwealth DCNR offices and will be noted on the Purchase order.
3. No material is to be delivered before 8:00 a.m. or after 4:00 p.m.
4. All items shall be delivered F.O.B. destination. Bid price shall include all transportation, delivery, and handling charges. The Department of Conservation and Natural Resources will contact the vendor with delivery instructions as needed.

C. Seedling Quantity Overage

Estimates of seedlings available for spring planting are based on Penn Nursery's fall inventory prior to the spring planting season. Such estimates are variable and susceptible to any number of environmental influences that can affect those totals.

Occasionally, additional quantities of seedlings, above and beyond the quantities requested in this solicitation, may become available after bid opening, but prior to planting. The Department may request that a contractor plant these overage seedlings; it is at the discretion of a contractor to determine if they would like to accept the additional work.

Should a contractor accept these overages as part of the workload for this contract, contractor will be paid at the base bid price per unit type (Conifer or Hardwood) indicated on the Purchase Order.

III. Contract Tasks:

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

A. Project Location

1. The planting sites are located within the Michaux, Forbes, Sproul, Susquehannock, and Loyalsock State Forests and owned by the Commonwealth of Pennsylvania. See Attachment B for estimated species and numbers at each forest district.

B. Planting Specifications

1. **Work under this contract will not begin without a 72-hour notice to the Forest District from the contractor.** The District Forester or his designee may waive this. Bureau of Forestry personnel will monitor the planting of all trees.

2. Spacing for the seedlings will be specified for each project location by Bureau of Forestry personnel.
3. Seedlings must be planted by May 15, 2019. The Bureau of Forestry may extend the planting date should weather conditions or other unforeseen conditions require or warrant an extension.
4. Seedlings must be held in cold storage. The trees may be held in an enclosed area for up to one week if temperatures are kept between 41 degrees and 55 degrees Fahrenheit or up to two weeks if temperatures remain between 33 degrees and 40 degrees Fahrenheit.
5. **No more than two day's supply of trees may be kept out of cold storage. The Bureau of Forestry will set the number of trees permitted out of cold storage.**

This number will be based on observed planting abilities of the vendor. This supply limit may be altered or waived by the District Forester or designee.

6. **Seedlings must be transported in an enclosed van, trailer, or pick-up truck with a cap.**
7. Seedling roots must be kept moist at all times. Seedlings must be treated with an antidesiccant such as terre-sorp or viterra prior to planting. The Bureau of Forestry will provide the antidesiccant.

Buckets or planting bags must be used during planting. Trees must be watered on site prior to being placed in bag. Carrying trees in bunches in the hand while planting, thus exposing the roots to the air, shall not be permitted. The Bureau may waive this requirement.

8. All trees are to be planted. Planting must be done with a hoe-dad, forest service-type planting bar, or auger (min. auger diameter is 4 inches). The Bureau of Forestry representative will determine the planting instrument used.

The blade of the hoe-dad must be of sufficient length to allow for the proper planting of hardwoods. Alternate means of planting must be approved by the District Forester or designee.

9. Seedlings must be planted no more than 30 degrees from vertical with the root collar at the surface and the roots straight down.
10. Balling or twisting of roots to accommodate a hole is not permitted. Trees planted with roots resulting in being J-rooted or horizontal roots are not acceptable.
11. Extreme care must be taken so roots are not forcibly pushed into the planting hole with any tool that may cut or injure the root.
12. Seedlings must be planted tightly with no air pockets around the roots. Conifer seedlings that can be pulled from the ground before the needles break off when pulling a needle bundle will be considered improperly planted and unacceptable.

Hardwood seedlings that can be pulled from the ground with minimal ease shall be considered improperly planted.

The Bureau of Forestry representative has the discretion of determining whether a seedling has been properly planted.

13. Root pruning is not permitted by the contractor unless approved and supervised by the Bureau of Forestry's representative.
14. At the discretion of the Bureau of Forestry representative, root-pruned seedlings or seedlings with large stems may be required to be top pruned to an acceptable height. The Bureau of Forestry representative will determine this height.
15. A planting crew consists of a supervisor and at least five planters. There must be a supervisor that is responsible for all planting tasks. The supervisor will not be considered a planter, but may also plant trees. The planting crew must be comprised of at least five (5) individuals whose primary duty is to plant trees.
16. The contractor must be capable of planting 15,000 conifer or 3,000 hardwood seedlings per day.
17. All debris, (i.e. tree bags, paper, rubber bands, etc.) must be removed from the site at the conclusion of the planting project.
18. Work under this contract will be done Monday through Saturday. No work by the contractor will be done on Sunday unless **authorized by the District Forester or designee. Authorized Sunday work may not start prior to 8:00 a.m. unless authorized by the District Forester.**
19. A support vehicle at each planting project must accompany each planting crew.

C. Seedling Specification

1. The Bureau of Forestry will provide seedlings for this project at no cost to the contractor.

Only conifers may be substituted for conifers; conifers may be substituted for hardwoods. No hardwoods will be substituted for conifers.
2. Should any tree species become unavailable by spring planting season, another species may be substituted as determined by the Bureau of Forestry. Price should be the same as similar species.
3. The following tree species will be considered hardwoods: Red Oak, White Oak, Chestnut Oak, Black Cherry, Sugar Maple, Black Locust, Redbud, Tulip Poplar, and Buttonbush.
4. The following tree species will be considered conifers: White Pine, Red Pine, Pitch Pine, Pitch/Loblolly Cross, White Spruce, Hemlock and Norway Spruce.

IV. Seedling Availability and Transportation:

- A. The availability of seedlings for planting varies according to weather conditions at the nursery. This is generally around the middle of April. The contractor will be notified as soon as the seedlings are lifted and packed.
- B. Seedling transportation and storage will be the responsibility of the contractor unless otherwise specified by the District Forester or designee.

V. Site Inspection and Assistance:

A tour of the planting sites will be conducted upon request. To arrange a tour, please contact the following individuals:

- Michaux State Forest (F.D. #1) – Neal Mishler at (717) 352-2211 or nmishler@pa.gov.
- Forbes State Forest (F.D.#4) – Cory Wentzel at (724) 238-1200 or cwentzel@pa.gov.
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VI. Contractor References:

A. Previous Planting Contracts:

If requested, bidders shall provide three (3) references from previous planting contracts with the Commonwealth of PA from within the past 5 years.

These references should include the name of the contracting agency, the year of the contract, the contract number, the name of the state employee responsible for overseeing the project, and a telephone number if possible.

1. If the bidder has not been awarded three (3) contracts with the Commonwealth, include any contracts that did exist with the Commonwealth, then list planting contracts with other organizations or landowners. Include the name of the contract holder along with their address and a current phone number.

Note that references from non-Commonwealth of Pennsylvania contracts must be separate entities. Two planting projects with the same company will be considered as one reference. References must be planting contracts similar to the type and quantity of planting to be accomplished in this contract.

B. Daily Planting Quota Capabilities:

If requested, the bidder shall show proof and references of planting 15,000 conifer/3,000 hardwood seedlings per day within the past two years.

C. Acreeage Capability in Single Planting Season:

If requested, bidders shall supply proof that they completed an 1,100-acre contract in a single planting season (8 weeks).

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.

VII. Insurance Requirements:

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

- A. 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.
- 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. 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. Bonds:

The contractor must furnish the Department with a performance security in the amount of \$15,000.00. 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.

IX. Liquidated Damages:

After completion of planting by the contractor and before payment, a five percent (5%) sample of the planted seedlings will be taken to check for proper planting as described above.

These samples will be taken from locations encompassed in each Purchase Order levied against this contract. The percentage of improperly planted trees in each of these samples will be extrapolated as an overall deduction in payment for the corresponding Purchase Order.

For clarification purposes:

Example 1: If 1,000 trees were planted at Site A (locations included in Purchase Order 1), 50 will be excavated as a sample.

If 10 of the 50 trees from the sample are found to be planted incorrectly, then payment will be withheld on 20% of the total Purchase Order for Site A.

Example 2: Similarly, if 5,000 trees were planted at Site B (locations included in Purchase Order 2), 250 will be excavated.

If 15 of the 250 trees from the sample are found to be planted incorrectly, then payment will be withheld on 6% of the total Purchase Order for Site B.

X. Payment Terms:

Payment shall be on a reimbursement basis upon satisfactory completion of each project as determined by a field inspection conducted by Bureau of Forestry personnel. Violations of any of the above provisions may result in the withholding of payment.

XI. Contract Term:

The contract shall commence upon receipt of the Notice to Proceed letter and the fully executed Purchase Orders from the Forest Districts and terminates May 31, 2019.

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:

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 addresses:

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

AND a copy of the invoice MUST also be sent to the Forest District Contact where seedlings were planted, addresses can be found on Attachment A.

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. Bid Award:

Bidder must complete and return the electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us.

Bidding will be on a per tree basis. The planting award will be based on the lowest total sum.

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

The Bureau of Forestry anticipates all planting on sites indicated. However, the Bureau reserves the right to delete sites if necessary due to budget constraints.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. Contractor shall be paid at the unit price for actual work performed.

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

XIV. Receipt and Opening of Bid:

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.

XV. 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 - Forest District Map and Index

Attachment B - 2019 Regeneration Tree Planting – Hardwood and Conifer Planting Plan