

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

**FORESTRY MOWING CONTRACT
(MACHINE OR HAND)**

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Forestry Division, requires the services of a Operator to cut or mow interfering woody vegetation on SGL 044 in the Spring Creek Twp., Elk County. 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 Commission.
- B. Questions regarding any technical and administrative aspects of this bid should be directed to Regional Forester Gary Glick, at telephone no. (570) 398-4744 Ext. 30310. Questions specific to the bidding process should be directed to the PGC Purchasing and Procurement Division at telephone no. 717/787-6594. Questions specific to the site should be directed to Forester Travis Weinzierl at telephone no. (814) 335-6470.

II. CONTRACT TASKS:

- A. Project Location(s): N 41.335952 W -78.853031

Empire Woodland

Approximately **62** acres on State Game Lands 044 will require the felling or mowing of interfering woody vegetation under this contract. The vegetation to be felled or mowed is dominated by mountain laurel and saplings 6 inches DBH and less as well as scattered larger black birch which will also be felled regardless of size.

Approximate stems to be felled or mowed include:

- Mountain Laurel cover \approx 69% of the area
- 2 inch or less DBH \approx 714 stems / acre
- 4 inch or less DBH \approx 124 stems / acre
- 6 inch or less DBH \approx 18 stems / acre
- Black birch greater than 6 inches \approx widely scattered

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour, which is highly encouraged, will be held on Monday December 23th, 2019. The tour will begin at 10am at the Keystone True Value, 14 Main St, Ridgway, PA, 15853. The site inspection will provide prospective bidders the opportunity to view the site and evaluate conditions specific to the project, including vegetation for control, topography, site challenges (rock, downed logs, density of reserved trees, etc.)

IV. COMMISSION PERSONNEL - The Commission will furnish personnel to supervise and direct the operation in the following capacities:

- a. **PROGRAM SUPERVISOR** - The Chief of the Forestry Division in the Bureau of Wildlife Habitat Management is responsible for the overall operation of the vegetation control program and represents the Commission in settling minor contractual matters.

- b. FIELD CONTRACT COORDINATORS** - These persons are Regional Foresters or their designee who serve as the Commission's field liaison with the Operator and are responsible for reviewing and approving/disapproving the operations plan and conducting quality control checks on the equipment and performance during the operations. This person is responsible for coordinating the activities of all people working on the contract within a region and communicating with the Operator's project supervisor concerning any operational problems or changes in plans. He/she also provides daily reports of the operation to the program supervisor

V. EQUIPMENT SPECIFICATIONS:

- a.** Any machine equipment to be used for this project must be a forestry type mowing machine with suitable cutting devices such as a "hydroax", "Fecon", or other suitable cutting head mounted on a machine capable of negotiating forest terrain. All machines used for this project must be of at least 95hp. The Commission reserves the right to reject any piece of equipment that in its opinion will not safely and adequately complete the job. Hand felling is permitted.

VI. CONTRACT REQUIREMENTS:

- All mountain laurel and stems less than or equal to 6 inches DBH must be mowed or felled. All black birch must be felled regardless of size. All employees must be able to identify tree and shrub species on this site.
- 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 Operator shall exercise care and caution in all operations to prevent damage to all trees not specified for treatment.
- Damage to trails, roads, streams, or utility rights-of-way caused by the Operator's equipment must be repaired by the Operator at their expense.
- Any trash resulting from the Operator's operations must be removed from the area and properly disposed.
- The Operator shall not block any roads or trails in the area during performance of this contract. The Operator 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 Operator.
- Any fence damage must be repaired within 24 hours at the Operator'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 Operator shall pay the Commission a fair base current value determined by the Field Contract Coordinator per unit of volume. If this value for damage due to Operator’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.

VII. OPERATIONS AND NON-WORK DAYS:

- a) No woods operation will be permitted on the following days:
 1. All Saturdays in the months of October, November, December, and January.
 2. The opening day and all Saturdays during spring turkey season, including the youth spring gobbler hunt.
 3. All the days of the general statewide bear season
 4. The entire 2 weeks of the general firearms deer season
 5. The opening day of the flintlock muzzleloader season
- b) The contractor, employees, and sub-contractors may not hunt to, from, or at the job site when the work location is beyond a gated road that is closed to public traffic. The contractor may travel to and from the work location on no-work days to check on the condition of equipment.
- c) The contractor is responsible for the control and collection of fluids leaking from any equipment used on the site. The contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain: plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The contractor must collect and control fluids leaking from any equipment and dispose of properly.

Except on Sundays, it is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of the same colored material. The material shall be worn so it is visible in a 360-degree arc.

VIII. INSURANCE REQUIREMENTS:

- A. The contractor will provide Workmen’s Compensation insurance sufficient to cover all the employees of contractor working to fulfill this contract.
- B. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$300,000.00 for injury to or death of persons per occurrence. The amount of Property Damage Insurance shall not be less than \$300,000.00 per occurrence.

Such policies shall name the Commonwealth as an additional insured. Prior to the commencement of work under this contract, the contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverages afforded under the policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.

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

VIII. HOLD HARMLESS:

- A. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by the contractor.

IX. BIDDING

- A. **RECEIVING AND OPENING BIDS** - The bid shall be awarded on a price per acre basis. 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.

Bids will be publicly opened on **Tuesday January 7th, 2020 at 2:00 PM.**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.

The **price per acre** shall include all labor, equipment, tools, insurance, materials disposal and all items necessary for the completion of the project. Prices bid shall be in dollar and cents only.

- B. **BID RESULTS** - Bidders can obtain results at www.emarketplace.state.pa.us/bidtabs.aspx

The posted results will contain the information of the apparent bidders, and all bids are under review until final award of the purchase order.

Quantities herein are only estimates and may increase or decrease dependent upon the needs of the Commission. Operator shall be paid at the unit price bid for actual services performed.

The Commission reserves the right to reject any or all bids and award contracts as it determines to be in the best interest of the Commission.

X. PERFORMANCE SECURITY:

- A. As further guarantee of faithful performance of the conditions set forth in this contract, the Contractor hereby agrees to furnish the Commission with Certified Check, Savings Account, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, in the sum of **\$5,000.00.**

ANY SECURITY POSTED MUST HAVE AN EXPIRATION DATE A MINIMUM OF ONE YEAR BEYOND THE EXPIRATION DATE OF THE CONTRACT.

- B. Performance Security is due no later than 30 days after written notice of the bid award. Time is of the essence with regard to the provision of Performance Security. At the option of the PGC, failure to provide an acceptable Surety within 30 days will result in cancellation of the contract and the PGC may declare the bidder ineligible on future projects.
- C. It is further agreed that any performance bond guarantees the complete and faithful performance of this contract and full compliance with the conditions set forth herein, particularly as to construction repairs, restorations or other conditions to be performed and the Principal and Surety shall in no way be released or either of them, their executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such repair involving construction restoration and conditions to be performed, and extension or forbearance hereof being hereby waived.

- D. Failure to comply with any of the conditions of the contract herein mentioned shall result in cancellation of the agreement and forfeiture of the performance bond to cover damages sustained by the Commission. The Commission may declare the Contractor ineligible to bid on future contracts.

XI. OPERATOR REFERENCES:

After the bid opening and prior to awarding of the contract, the Commission has the right to request 3 references (names, addresses, and telephone numbers) of similar work performed by the Operator within the previous two (2) years 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 150 acres of machine and/or hand cut mowing in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon execution and receipt of the purchase order and continue until Friday, June 19, 2020.

Work on 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 Commission, 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 Commission.

The start date may also be postponed if the Operator is actively working on another Commission contract.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual acres completed as measured by a Forestry Division employee. A block will be deemed complete when all items listed in the specifications have been met for that block. Invoice must state the number of acres properly treated.

On line items larger than 100 acres, the Operator may invoice for partial payment. The Field Contract Coordinator must be in agreement with the Operator, and the Program Supervisor must authorize the partial payment.

XIV. INVOICES:

Original invoices must be sent to:
Commonwealth of PA – PO Invoices
P.O.Box 69180
Harrisburg, PA 17106

All invoices must have the Purchase Order Number, as well as the Operator's SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be 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.

XV. PURCHASE ORDER(S) TERMINATION

The Commonwealth may terminate the Purchase Order(s) for its convenience if the Commonwealth determines termination to be in its best interest. Operator shall be paid for work completed.

Attachments: Project Area Maps