



COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA GAME COMMISSION

FIELD REGIONS

253 Snyder Road
Reading, PA 19605
April 2, 2020

REQUEST FOR BIDS ROAD IMPROVEMENT PGC SOUTHEAST REGION

Prospective Service Contractors:

The Southeast Region of the Pennsylvania Game Commission is soliciting bids to improve 5,240 feet of woods road on State Game Lands 264 located in Dauphin County. The location of the project is defined on the attached maps. Specifications are detailed in Attachment 1 of the bid packet.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM May 4, 2020**. If you have not registered as a vendor with the state, you must do this first at www.pasupplierportal.state.pa.us before submitting an electronic bid. Any questions regarding this may be directed to Michelle Briel at 610-926-3136 x 66020 mbriel@pa.gov.

Service bid should be by a Unit Price (foot) as well as the total bid price for the project. The **per foot price** shall include the cost of labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks. The **per foot price** shall include the cost of labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks. Prices bid shall be in dollar and cents only. Payment will be dispersed based on the number of feet completed as per the required specifications. **The work may begin after PO is received and performance bond is provided, and the work must be completed by June 29, 2020.**

The attached Bid Prospectus provides all necessary specifications, instructions, contact information, map, etc.

Please contact me if you have any questions.

Randall Bauman
Regional Forester
Office: 610-926-3136 X 66686
Cell Phone 717-413-1362
Email: rbauman@pa.gov

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION**

FOREST ROAD IMPROVEMENT

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Southeast Region, requires the services of an operator to improve 5,240 feet of woods road. 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 aspects of this bid should be directed to Steve Bernardi, PA Game Commission Land Manager, at telephone no. 717-816-1228.
- C. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM May 4, 2020**. If you have not registered as a vendor with the state, you must do this first at www.pasupplierportal.state.pa.us before submitting an electronic bid. Any questions regarding this may be directed to Michelle Briel at 610-926-3136 x 66020 mbriel@pa.gov.

II. CONTRACT TASKS:

A. **Project Location:**

- 1. **State Game Lands 264, Wiconisco Township, Dauphin County.**

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour is highly encouraged, and access gate will be opened on April 14, 2020 at 10 AM. Please contact Steve Bernardi if you plan to attend, need information to view the site on your own at another time or need information on the project:

Steve Bernardi 717-816-1228.

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

- a. **PROGRAM SUPERVISOR** - The Regional Forester of the PA Game Commission Southeast Region is responsible for the overall operation of the road improvement and represents the Commission in settling minor contractual matters.
- b. **FIELD CONTRACT COORDINATORS** - These persons are Land Manager 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. The contractor is required to use a D - 4 or larger bulldozer with a six-way blade or a crawler/loader (953 or larger machine) with a bucket for this project. The Commission reserves the right to reject any piece of equipment that in its opinion will not safely and adequately complete the job.

VI. CONTRACT REQUIREMENTS:

- All trees that need to be removed from the road surface or edge must be cut clean through or pushed over and placed in the forest next to the road corridor.
- Work on the road must be completed by the termination date: **June 29, 2020**. No contract extensions will be approved.
- The Operator shall exercise care and caution in all operations to prevent damage to all trees not in the road corridor.
- 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.
- All labor, equipment, tools, etc., needed to complete contracted projects are to be provided by the Operator.
- Failure to comply with any of the terms or conditions of the contract may result in cancellation of the agreement.

VII. 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. PREVAILING MINIMUM WAGES

This project is subject to the provisions, duties, obligations, remedies and penalties of the Act of August 15, 1961 (P.L. 987), as amended, known as the "Pennsylvania Prevailing Wage Act" (43 P.S. Sec. 165-1 et seq). The general prevailing minimum wage rates as determined by the Secretary of Labor and Industry shall be paid for each craft or classification of all workmen needed to perform this Contract during the term hereof, for the locality in which the work is performed. See attached Prevailing Wage Determination, 11 pages.

X. BIDDING

A. RECEIVING AND OPENING BIDS –

The bid shall be awarded on a **per foot basis**. The **per foot price** shall include the cost of labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks. Prices bid shall be in dollar and cents only. Payment will be dispersed based on the number of feet completed as per the required specifications. **Service Bid on the road improvement project should include the Unit Price (\$/foot)**. Payment will be by Unit (foot) completed to the specifications of Attachment 1.

Bid will be awarded to the lowest price per foot.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Monday May 4, 2020**. If you have not registered as a vendor with the state, you must do this at www.pasupplierportal.state.pa.us prior to submitting an electronic bid. The Commission reserves the right to reject any or all bids.

ALL VENDORS WHO CONDUCT BUSINESS WITH THE PENNSYLVANIA GAME COMMISSION MUST HAVE A VENDOR NUMBER ASSIGNED TO THEM IN ORDER TO RECEIVE PAYMENT FROM THE COMMONWEALTH.

Vendors may access the website www.pasupplierportal.state.pa.us or phone (877) 435-7363 or (717) 346-2676 or email ra-srmhelp@state.pa.us for assistance to register as a new vendor or, if you are an existing vendor, to change a name or remit to address. This is a Dept of General services (DGS) website so you need to contact them directly if you have any problems with the website.

The unit price (foot) shall include all labor, equipment, tools, insurance and all items necessary for the completion of the project.

- 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.

XI. 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 \$2,000.00.

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.

XII. 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 5,000 feet of woods road improvement or construction in a single calendar year.

XIII. CONTRACT TERM:

The Contract shall commence upon execution and receipt of the performance bond and continue until June 29, 2020. No contract extensions will be approved. Forfeiture of the performance bond will occur if contract is not completed by June 29, 2020.

XIV. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual feet completed as measured by a Land Management employee. A road will be deemed complete when all items listed in the specifications have been met. Invoice must state the number of feet properly improved.

XV. INVOICES:

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

A copy of all invoices must be sent to:

Randall Bauman
SE Regional Forester
Pennsylvania Game Commission
253 Snyder Road
Reading, PA 19605
rbauman@pa.gov

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.

XVII. 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:

Attachment 1: Road Improvement Specifications
Attachment 2: Project Maps
Attachment 3: Prevailing Wages

ATTACHMENT 1 – TECHNICAL SPECIFICATIONS FOR ROAD IMPROVEMENT PROJECT ON SGL 264 DAUPHIN COUNTY

1.1 -SCOPE

This work involves the improvement of a total of 5,240 feet of woods road in Wiconisco Township, Dauphin County. On the road to improve, the contractor will be required to regrade sections of road and push trees to obtain a cleared and drivable 12' road running surface. Trees will be placed adjacent to but not in the road surface, side ditches or stream drainages. The road will need to be crowned and ditched with water turnouts to drain surface water from the road surface. All sections of the road will require top dressing with stone. The contractor is permitted to create borrow sites along the road to obtain fill. All borrow sites must be graded and seeded upon completion of the project. Portions of the road surface can be created by using fill when needed. Burrow sites are to be used in addition to designated stone, not as a replacement.

Stone:

A minimum of 700 tons of AASTHO # 3 stone is required. The entire length of road to be improved will be required to be top dressed with 4 inches of stone.

A minimum of 550 tons of AASTHO # 1 stone is required. This stone will be placed as an 8 inch deep base layer on the section of road in the middle of this project between points A and B on the map, covering 2,100 feet,

Receipts may be required to verify the amount of stone applied to the designated locations.

1.2 – PROCEDURE & TERMS

1. The contractor is required to use a D - 4 or larger dozer with a six way blade or a crawler/loader (953 or larger machine) with a bucket for this project. The contractor is required to push trees, push rocks and clear and shape the road surface. All water control structures must be installed by the contractor. A tract hoe may be used to clear and shape the road. A bulldozer must be used for final grading of the road surface. The road must have a 12' driving surface and have water control structures installed at designated locations. Drivable water bars/intercept dips will be used to drain the road surface. Erosion control will be obtained by placing water bars at the recommended spacing based on the slope of the site. The contractor is responsible for installation of the water bars as well as seeding of the disturbed ground. Land Manager will specify water bar location and areas to be seeded.

2. Acceptable Treatment Period:
May 1 to June 29, 2020.

3. Non-workdays are all Saturdays in May.

4. Damage to any non-target trees or shrubs is not acceptable. Payment for damages will be determined if deemed necessary by the Regional Forester. The rate of damage will be \$25.00 per tree for damage caused by the neglect of the contractor.

5. Damage to existing infrastructure (roads, trails, food plots, etc) will be the repaired by the contractor

6. The contractor will remove all trash and garbage generated from the completion of this contract. This is to include all materials related to the support of felling tools and equipment, as well as items

generated through personal use by the contractor's employees.

7. All equipment will be cleaned of soil and debris before being moved onto site to prevent spread of invasive species.

8. The Pennsylvania Game Commission will make a PA-1 call prior to the work on the road. The contractor must provide notice to the Land Manager at least 96 hours (4 days) prior to start of the work. The call will be placed and the contractor will be notified when work may begin.

9. The contractor may work at times other than the schedule of the Land Management representative. Inspection of the project will occur during normal working hours.

10. Final inspection of the habitat project will be conducted by the Land Manager. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor. At the same time the performance bond will be released to the contractor.

3.3 - MEASUREMENT AND PAYMENT

A price per foot will be the unit of bidding and payment will be based on the amount of feet successfully treated. Evaluation of the success of the treatment will be based on the quality of construction as determined by the Land Manager.