

PENNSYLVANIA GAME COMMISSION

FIELD REGIONS

253 Snyder Road Reading, PA 19605 July 7, 2020

REQUEST FOR BIDS FOREST TREE CUTTING PGC SOUTHEAST REGION

Prospective Service Contractors:

The Southeast Region of the Pennsylvania Game Commission is soliciting bids for the cutting and girdling of trees on 268 acres on three game lands located in Northampton, Carbon and Schuylkill Counties. The locations of these project are 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 August 4, 2020**. If you have not registered as a vendor with the state, you must do this first at <u>www.pasupplierportal.state.pa.us</u> before submitting an electronic bid. Any questions regarding this may be directed to Michelle Briel at 610-926-3136 x 66020 <u>mbriel@pa.gov</u>.

The bid shall be awarded on a **line item basis**. This bid will be awarded as three separate line items, each project being an individual line item. The **per acre 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 acres completed as per the required specifications. <u>The work may begin after PO is received and performance bond is provided, and the work must be completed between October 1, 2020 and March 31, 2021</u>.

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: <u>rbauman@pa.gov</u>

GENERAL SPECIFICATIONS PENNSYLVANIA GAME COMMISSION FORESTRY DIVISION

FORESTRY CUTTING CONTRACT (MACHINE OR HAND)

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Southeast Region Forestry Division, requires the services of an Operator to cut or girdle trees at several locations containing 268 acres. 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 aspects of this bid should be directed to the forester listed in next section. Questions regarding administrative aspects of this bid should be directed to Randall Bauman, PA Game Commission Southeast Regional Forester, at telephone no. 610-926-3136 ext. 66686.
- C. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by 2 PM August 4, 2020. If you have not registered as a vendor with the state, you must do this first at <u>www.pasupplierportal.state.pa.us</u> before submitting an electronic bid. Any questions regarding this may be directed to Michelle Briel at 610-926-3136 x 66020 <u>mbriel@pa.gov</u>.

II. CONTRACT TASKS:

- A. **Project Location(s):**
 - Line item # 1 SGL#168, Northampton County Moore Township: <u>Hand cut only</u> on 50 acres all black gum, red maple, birch, sassafras, aspen, yellow poplar and striped maple over 2 inches DBH. Contact Andy Weaver at 717-756-1471 with questions.

Estimated trees to cut per acre

2" – 6" DBH	6" – 11" DBH	12" – 16" DBH	18" + DBH	TOTAL
190	91	14	3	298

 Line item # 2 – SGL#217, Carbon County – East Penn Township: <u>Hand cut only</u> all black gum, red maple, and birch trees between 2" and 10" DBH on 79 acres. Girdle all black gum, red maple, and birch trees over 10". Contact Andy Weaver at 717-756-1471 with questions.

Estimated trees to cut or girdle per acre

2" – 6" DBH	6" – 10" DBH	11" + DBH	TOTAL
86	105	17	208

- 3. Line item # 3 SGL#229, Schuylkill County Reilly & Tremont Townships: <u>Hand cut</u> only 139 acres.
 - Block 1 cut all red maple, sweet birch, black gum, yellow poplar and sassafras less than 9" DBH. Cut all hemlock and white pine greater than 3" DBH and less than 9" DBH. Do not cut oak, hickory, cucumber tree, serviceberry, yellow birch and rhododendron. Contact Curtis Noll at 610-413-1706 with any questions.
 - Block 2 cut all red maple, black gum, sweet birch, yellow poplar and sassafras less than 9" DBH. Do not cut conifers, oak, hickory, cucumber tree serviceberry and yellow birch. Contact Curtis Noll at 610-413-1706 with any questions.

Estimated stems to cut per acre

Block Number	2" DBH	4" DBH	6" DBH	8" DBH	TOTAL
1	76	85	87	32	280
2	84	74	31	29	218

III. SITE INSPECTION AND ASSISTANCE:

We will be holding a project tour for the sites on SGL 168 and 217 on Wednesday, July 22, 2020. The tour will start on SGL 217 at 10 AM at the radio tower site along Blue Mountain Road as shown on the attached map. Bidders are strongly encouraged to review the sites before bidding. If you plan on attending, please contact Andy Weaver (717-756-1471). We will not be holding a tour for the site on SGL 229. If you have questions, please contact Curtis Noll at 610-413-1706

- **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 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. Equipment used on the project must be able to successfully complete the project and meet the approval of the Field Contract Coordinator.

VI. CONTRACT REQUIREMENTS:

- All employees must be able to identify species.
- Work must be done between October 1, 2020 and March 31, 2021.
- Hand cutting only on all projects.
- 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.
- 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. 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.

<u>Such policies shall name the Commonwealth as an additional insured</u>. 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 **line item basis**. This bid will be awarded as three separate line items, each project being an individual line item. The **per acre 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 acres completed as per the required specifications. <u>Service Bid on the tree cutting project should include the Unit Price (\$/Acre).</u> Payment will be by Unit (acre) completed to the specifications of Attachment 1.

Bid will be awarded to the lowest price per acre by line item, each SGL being a separate line item.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **<u>2:00 PM, Tuesday August 4, 2020.</u>** If you have not registered as a vendor with the state, you must do this at <u>www.pasupplierportal.state.pa.us</u> 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 <u>www.pasupplierportal.state.pa.us</u> or phone (877) 435-7363 or (717) 346-2676 or email <u>ra-srmhelp@state.pa.us</u> 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 (acre) 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.

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 **\$2,000.00 for each project.**

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 <u>no later than 30 days after written notice of the bid award</u>. 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 tree cutting in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon execution and receipt of the performance bond. Work can only be done between October 1, 2020 and March 31, 2021. No contract extensions will be approved. Forfeiture of the performance bond will occur if contract is not completed by March 31, 2021.

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.

XIV. 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.

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:

Attachment 1: Treatment Specifications Attachment 2: Project Maps

ATTACHMENT 1, TREE FELLING SPECIFICATIONS STATE GAME LANDS 168, 217, and 229

3.1 -SCOPE

This work involves the felling and placing on the ground or girdling of designated trees on 268 acres on State Game Land # 168, 217, and 229.

3.2 – PROCEDURE & TERMS

- On SGL 168, <u>Hand cut only</u> on 50 acres all black gum, red maple, birch, sassafras, aspen, yellow poplar and striped maple over 2 inches DBH. All trees may be felled with a hand operated device (chainsaw) or a tracked/wheeled mechanical felling device (tree shear, feller/buncher, etc.) on this block.
- 2. On SGL 217, <u>Hand cut only</u> all black gum, red maple, and birch trees between 2" and 10" DBH on 79 acres. Girdle all black gum, red maple, and birch trees over 10" DBH. Girdling involves cutting at least 1 inch deep completely around the circumference of the tree. Girdling must be done on the lower 12 inches of the stem.
- 3. On SGL 229 Block 1, <u>hand cut only</u> all red maple, sweet birch, black gum, yellow poplar and sassafras less than 9" DBH. Hand cut all hemlock and white pine greater than 3" DBH and less than 9" DBH. Do not cut oak, hickory, cucumber tree, serviceberry, yellow birch and rhododendron.
- 4. On SGL 229 Block 2, <u>hand cut only</u> all red maple, black gum, sweet birch, yellow poplar and sassafras less than 9" DBH. Do not cut conifers, oak, hickory, cucumber tree serviceberry and yellow birch.
- 5. Boundary is painted with orange paint.
- 6. The PGC access road must be kept open.
- 7. All trees must remain in the project area.
- 8. Cut trees must be completely severed at the stump and stump heights must be kept less than 12 inches above the ground.
- 9. No brush or trees can be felled into any stream, spring.
- 10. All trees must be felled to ground level and cut completely from the stump. No leaning trees can remain standing.
- 11. All woody material must remain on site. No brush or woody material may be removed.
- 12. 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.
- 13. The contractor will notify the PGC forestry representative three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC forestry representative. The contractor may be present at the final inspection.
- 14. Payment will be based on the number of acres completed to the specifications of the project. The PGC forestry representative will make the final decision concerning the number of acres completed to the specifications.

- 15. A member of the work crew must be able to communicate with PGC representative in English.
- 16. All equipment will be cleaned of soil and debris before being moved onto site to prevent spread of invasive species.
- 17. The following are non-workdays for this project:
 - 1. All Saturdays in the months of October, November, December and January.
 - 2. The four days of the general statewide bear season.
 - 3. The entire two weeks of the general firearms deer season.
 - 4. The opening day of the flintlock muzzleloader season.

3.3 - MEASUREMENT AND PAYMENT

A price per acre will be the unit of bidding and payment will be based on the number of acres successfully treated. Evaluation of the success of the treatment will be based on the quality of application to designated stems on a per acre basis.











