

PENNSYLVANIA GAME COMMISSION

SOUTHCENTRAL REGION

8627 WILLIAM PENN HIGHWAY HUNTINGDON, PA 16652 | (814) 643-1831



January 18, 2023

REQUEST FOR BIDS

Fuel Removal

PGC SOUTHCENTRAL REGION

Prospective Service Contractors:

The Southcentral Region of the Pennsylvania Game Commission is soliciting bids for removal of felled trees on approximately 314 acres on Game Lands 48 in Bedford County. 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 Wednesday February 1, 2023**. 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 the DGS helpdesk at (877) 435-7363 or (717) 346-2676, or email ra-srmhelp@state.pa.us.

The bid shall be awarded on a **line item basis**. 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. **The work may begin after PO is received and performance bond is provided. Work must be completed by May 31, 2023. No extension of time will be awarded.**

The attached Contact Specifications provides all necessary specifications, instructions, contact information, maps, etc.

Please contact me if you have any questions.

Roy Bucher
Regional Forester
Office: 814-643-1831 x.40484
Email: rbucher@pa.gov

**GENERAL SPECIFICATIONS
PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION**

FORESTRY TREE REMOVAL CONTRACT

FUEL REMOVAL FOREST HABITAT RESTORATION PROJECT

I. SCOPE OF WORK:

- A.** The Pennsylvania Game Commission, Southcentral Region Forestry Division, requires the services of an Operator to remove, chip, and haul felled trees within the designated project area (see map) containing 314 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 respective Forester as identified below. Questions regarding administrative aspects of this bid should be directed to PGC Procurement, 717-787-6594.
- C.** Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM, Wednesday February 1, 2023**. 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 the DGS helpdesk at (877) 435-7363 or (717) 346-2676, or email ra-srmhelp@state.pa.us.

II. CONTRACT TASKS:

Line Item 1: Forestry Tree Removal- FUEL REMOVAL-SGL 048:

- **SGL#048, Bedford County, Cumberland Valley, Harrison, and Londonderry Townships: Tree chip and removal project on approximately 314 acres.**

Removal instructions: Removal of all trees that were felled within the designated project area. Trees are to be whole tree skidded, chipped and removed from the Game Lands.

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour for each location is highly encouraged and may be conducted by contacting the Forester to make an appointment or get directions to the site:

Brent McNeal – 814-251-4801

The site inspection will attempt to provide prospective bidders with a perspective on conditions common to all projects, including vegetation for control, topography, site challenges (rock, downed logs, density of reserved trees, etc.). **Bidders are strongly encouraged to visit project sites on their own prior to bidding.**

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 Southcentral 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. Due to the specific removal requirements of this project, this project is to be completed by skidding and chipping machinery. 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:

- Skid, chip and remove felled trees from designated project area and Game Lands.
- The Operator shall exercise care and caution in all operations to prevent damage to all residual trees within the project area.
- 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 must maintain the haul road to be passable for a two wheel drive vehicle at all times. This may require additional stone (2A modified) applied. This is at the discretion of the Project Manager (Brent McNeal).
- Upon completion of the project, the Operator is responsible for the following:
 - Grading the haul road to establish positive drainage where needed. The haul road will be from the designated project area to the intersection of US 220.
 - Grade and seed log landings and skid trails. Seed will either be oats (spring) or wheat (fall) at a rate of 60 lbs/ac.
 - Ensure that all chipping debris is distributed so that there are no excessive piles.
- 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.

- The Operator is responsible for the control and collection of fluids leading from any equipment used on the site. The Operator 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 Operator must collect and control fluids leaking from any equipment and dispose of properly.

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. BIDDING

A. RECEIVING AND OPENING BIDS

The bid shall be awarded on a ***line item basis***. 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. **Service Bid on the project should include the Unit Price (\$/Acre).** Payment will be by Unit (acre) completed to the specifications of Attachment 1.
Bid will be awarded on the lowest price per acre by line item.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Wednesday February 1, 2023**. 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.

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 Cashier's or Certified Check, Irrevocable Letter of Credit, or other security acceptable to the Pennsylvania Game Commission, in the sum of **\$10,000.00**. **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 10 days after 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 12 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. CONTRACT TERM:

The Contract shall commence upon execution of the PO, receipt of the performance bond and continue until May 31, 2023. No contract extensions will be approved.

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:

Prior to invoice submission, to the Commonwealth, a copy of all invoices must be sent to:

Roy Bucher
SC Regional Forester
Pennsylvania Game Commission
8627 William Penn Hwy
Huntingdon, PA 16652

Original invoices must be submitted following the "Please Bill To" instruction within the Fully Executed Purchase Order (PO).

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:

Attachment 1: Tree removal specifications

Attachment 2: Project maps

Attachment 1 – Tree Removal Specifications

1. These projects require the contractor skid, chip and remove all felled trees on approximately 314 acres on State Game Lands 048
 - a. All trees to be removed were mechanically felled between 2021 and 2022. Some trees are bunched and some are still singly scattered.
 - b. Approximately 131 trees/acre
2. Project boundaries:
 - a. Blue painted boundary
3. **Due diligence will be used by all personnel to protect non-target/desirable tree species.**
 - a. The contractor is allowed and encouraged to skid over and smash down scrub oak and mountain laurel brush
4. After the successful bidder receives the PO and supplies the required bond, the contractor may begin work.
 - a. Work must be completed by May 31, 2023
5. The contractor shall notify Assistant Regional Forester, Brent McNeal at least three (3) business days prior to beginning the project. The contractor may work at times other than the schedule of the PGC representative.
6. The contractor and on-site crew supervisor or foreman will meet with a forestry representative before any work is done to review project specifics.
7. A representative of the contractor, with the ability to communicate easily and effectively with PGC representatives, both orally and in writing in the English language, and with the ability to communicate easily and effectively with all workers on the crew, shall be present at all times at the work site.
8. Damage to non-target species will be the responsibility of the contractor. When in the opinion of Program Supervisor, damage to the residual stand becomes excessive, the Operator shall pay the Commission a fair base current value determined by the Regional Forester 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.
9. Contractor will be responsible to repair excessive damage to roads, work areas, gates or other structures.
10. **The contractor acknowledges that there is a road improvement project that will be occurring during the spring of 2023. This roadwork will require the contractor to suspend hauling operations from time to time.**
11. The contractor will remove all trash and garbage, personal and otherwise, generated from the completion of this contract and dispose in a proper manner.
12. The contractor shall comply with all SGL (State Game Lands) rules and regulations.

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

14. Non workdays for the period of this contract include:

- a. The opening day and all Saturdays during spring gobbler season, including the youth spring gobbler hunt. These dates are April 22, April 29, May 6, 13, 20 , 27.

Any variance from the Non-Workdays must have advanced approval from the Program Supervisor.

15. The contractor shall notify the Regional Forester or his designee upon completion of the work at each site to schedule a final inspection. Inspection will occur during normal working hours. All equipment used for the project will remain on site until the final inspection is completed.

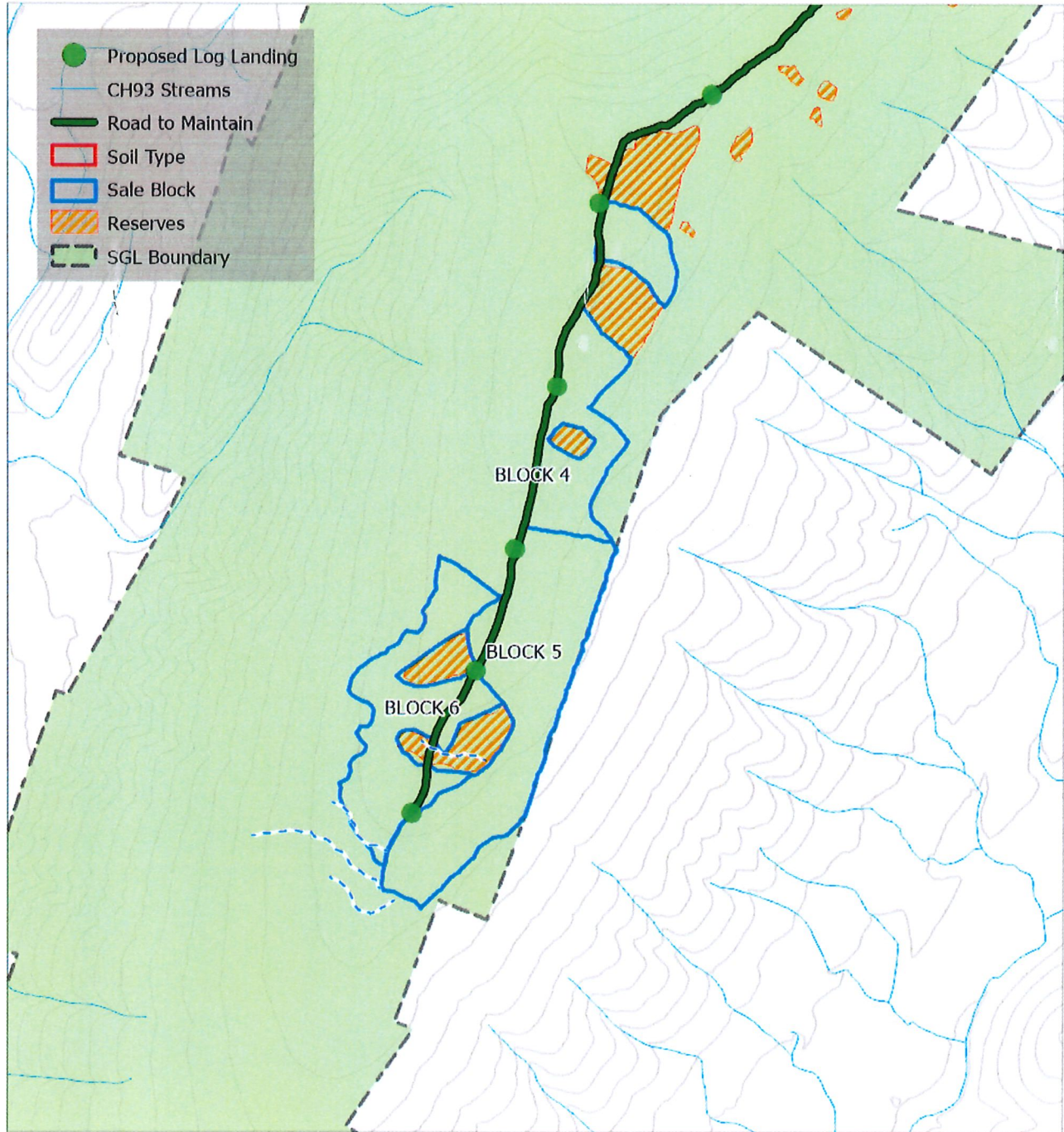
16. It is unlawful to be present on State Game Lands from November 15 through December 15 inclusive when not engaged in lawful hunting or trapping and fail to wear a minimum of 250 square inches of daylight fluorescent-orange material on the head, chest, and back combined, or in lieu thereof, a hat of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

17. The contractor shall supply locks for access gates as necessary. Except for seasonally opened gates, PGC gates are to be kept closed and locked at all times except when the contractor is present on the site.

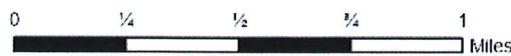
SGL 48
Cumberland Valley, Harrison,
& Londonderry Townships
Bedford County
Compartment: 7, 8, 9
Stands: 10;1,2

SGL 48 Fuel Removal # 048-2022-02

Block 4: 80 ac
Block 5: 142 ac
Block 6: 92 ac
Total: 314 ac



Forester: McNeal
01/06/2023



1 inch = 2,000 feet
Contour Interval = 100 feet

