

STATEMENT OF WORK

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of Forestry

INHIBITING VEGETATION REMOVAL CONTRACT 23W-1
FOREST DISTRICT 09
64 ACRES – HAND ONLY

A. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires the services of a contractor to cut inhibiting woody vegetation to an estimated total of **64 acres** in Forest District **09** in Elk County on **1 scattered block**. Project: 092307

The cut is necessary to remove competing vegetation consisting primarily of striped maple, red maple and sweet birch up to and including 4" DBH. Species to be retained are poplar, oaks and black cherry. All cuts must be severed completely from the stump, with trees being felled at right angles to the stump. This block was harvested in 2021 and significant logging slash and tops are present which will impede walking and working with brush cutting equipment along with other difficulties.

The contractor's per acre price must include the cost of labor, insurance, superintendence, tools, equipment all miscellaneous expenses and any other items necessary for completion of the tasks.

Questions regarding the technical aspects of this bid should be directed to Joe Tate at 717.783.7990 or jotate@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Jenna English at Jenenglish@pa.gov or 717.787.3278.

B. DEPARTMENT PERSONNEL:

- 1. PROGRAM SUPERVISOR** - The Chief of the Silviculture Section or his designee is responsible for the overall operation of the vegetation control program and represents the Department in settling minor contractual matters.

Robert Beleski DCNR - Bureau of Forestry, Silviculture Section
P.O. Box 8552
Harrisburg, PA 17105
Phone: 717.783.7932
Fax: 717.783.5109

- 2. MONITORING SPECIALIST** - This person is responsible for specifying and approving mulching heads or techniques while troubleshooting problems for desired results.

Joseph Tate DCNR - Bureau of Forestry, Silviculture Section
P.O. Box 8552
Harrisburg, PA 17105
Phone: 717.783.7990
Fax: 717.783.5109

3. FIELD CONTRACT COORDINATORS – These persons are Forest District Managers (District Foresters) or their designee who serve as the Department’s field liaison with the Contractor and are responsible for reviewing and approving/disapproving mulching heads or techniques while troubleshooting problems for desired results.

This person is responsible for coordinating the activities of all people working on the program within a forest district and communicating with the Contractor’s project supervisor concerning any operational problems or change in plans. This person also provides regular reports of the operation to the Monitoring Specialist.

Forest District 9 - Brian Salvato reachable at 814-765-0821 or bsalvato@pa.gov

C. CONTRACTOR PERSONNEL REQUIREMENTS:

1. PROJECT SUPERVISOR – The Contractor must designate one of its personnel to serve as the on-site project supervisor and to represent the company in all contractual matters that require prompt attention. This person must be familiar with all equipment being used to complete project tasks.

The Contractor is required to keep the Field Contract Coordinator currently informed of their work schedule and physical location of their work force to permit ready location and timely inspection of accomplished work. The Contractor must also notify the Field Contract Coordinator at least monthly of the progress being attained on this project. This notification can be oral or written.

2. GROUND-SUPPORT PERSONNEL – All ground-support personnel must be familiar with all equipment. Providing people with no training or no prior experience is not permitted. All personnel provided by the Contractor must be able to communicate effectively in English.

All Ground-support personnel must be equipped and trained to take proper action in an emergency.

3. ALL PERSONNEL – All personnel must be able to differentiate between tree species.

All contractors and their personnel involved in the hand cut operations onsite must wear proper Personal Protective Equipment (PPE) to include at the minimum: hardhat, chainsaw chaps, eye protection and hearing protection. The Contractor will provide all PPE at their own expense.

It is the Contractor’s responsibility to ensure that the work environment and the work is carried out safely by themselves as well as their employees.

D. LOCATIONS AND SITE INSPECTION:

Locations: Topographic maps with the locations, acreages and other details of each block are provided in Attachment A. For any further location information, contact the Field Contract Coordinator listed below.

Site Inspection: Forest Districts will not hold a mandatory site inspection. However, it is *strongly recommended* for contractors to review each project area to assess topography, access, hazards, project block acreage, vegetation and other items. Doing so in advance can prevent any potential unforeseen discrepancies with Bureau-assessed features indicated in Attachment A, as well as assist contractors in identifying an accurate bid price for services required to complete the project block satisfactorily.

The density of trees on project areas vary to a large degree from unit to unit and within units. Only by on-the-ground examination can prospective Contractors determine the work entailed in marking and felling of the trees.

To make arrangements for a site inspection, contact the corresponding Field Contract Coordinator.

Forest District 9 - Brian Salvato reachable at 814-765-0821 or bsalvato@pa.gov

E. CONTRACTOR QUALIFICATIONS:

1. This invitation for bid (IFB) is reserved for the Small Business Procurement Initiative as designated in Executive Order 211-09 dated November 21, 2011. Only Self Certified Small Businesses which have been certified by the Department of General Services prior to the bid opening date and time may submit a response to this IFB.

Your self-certification form from the Department of General Services must be submitted along with your IFB response. Failure to produce a valid Self Certified Small Business certificate (which must be dated prior to the opening date of this IFB) shall render your submission non-responsive.

For more information on the Department of General Services Small Business Self Certification process please visit: www.smallbusiness.pa.gov.

2. To bid on this contract, a contractor must have the equipment, employees, qualified equipment operators and mechanics for the make and type of equipment indicated in these specifications.

3. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission as non-responsive.

F. TIMBER DAMAGES:

Contractor must do everything which is practicable, in the opinion of the Field Contract Coordinator, to prevent damage or injury to residual trees not marked or designated for felling.

Excessive Damage: When in the opinion of the Field Contract Coordinator, damage to the residual stand becomes excessive, the Contractor will pay the Department the current fair market species price per board foot determined by the Field Contract Coordinator.

Negligent Damage: If damage to the residual stand is the direct result of the Contractor's carelessness or negligence as determined by the Field Contract Coordinator, then the Contractor will pay the Department the current fair market species price per board foot determined by the Field Contract Coordinator or \$10.00 per tree, whichever is greater. This assessment will be made whether the tree is commercial, non-commercial, merchantable or non-merchantable.

G. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of \$1,000.00. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of

the "Commonwealth of Pennsylvania". All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

Original performance security must be mailed to the Procurement Contact located at:

FedEX, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Jenna English 400 Market Street, 7th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Jenna English PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security must also be emailed to Jenenglish@pa.gov.

The purchase order will not be issued until the performance security is furnished.

H. DCNR STANDARD BOND FORM:

Should the awarded contractor elect to select a Performance Bond as its security, the contractor must utilize the DCNR Standard Bond Form. Only the awarded contractor must submit a performance bond. The DCNR Procurement Contact will email the DCNR Standard Bond Form to the awarded vendor prior to the execution of the Purchase Order. If a performance bond is submitted on a bond form other than the DCNR Standard Bond Form, the DCNR reserves the right to reject the bond.

I. INSURANCE:

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

- 1.** 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.
- 2.** 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 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.

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.

A copy of the insurance certificates can be mailed to the Procurement Contact as directed in Section G. Performance Security *or* they can be emailed to the Procurement Contact at: Jenenglish@pa.gov.

J. CONTRACT TERM:

The contract term shall commence July 1, 2024 and terminates June 30, 2025. All projects must be completed by the termination date.

K. OPTIONAL TIME EXTENSION:

Contractors are expected to continuously communicate with the Field Contract Coordinator through the contract term regarding potential time delays and the latest possible completion date.

If an extension is desired, the Contractor must reach out in writing to the Monitoring Specialist no later than May 1, 2025 to discuss why an extension is needed. An extension should only be requested due to unavoidable delays.

It is solely at the discretion of the Monitoring Specialist whether the extension will be granted and for what length of time. Any extension granted will not exceed three (3) months beyond the original contract termination date. The Department will notify the contractor in writing as to the Department's determination concerning the extension request.

L. CANCELLATION BLOCKS BY THE DEPARTMENT:

Projects may be cancelled by the Department for unforeseen conditions. **No compensation will be made for cancelled blocks.**

M. GENERAL SPECIFICATIONS, CONDITIONS, AND RESTRICTIONS:

1. Cutting Operations

- a.** Woody material felled with clean cuts must have stumps that are parallel to the ground surface and will not exceed six (6) inches in height measured on the side next to the highest ground of the stump, whichever is smaller, except when in the opinion of the Field Contract Coordinator said height is impractical.
- b.** Cut trees must be removed from trails, property boundaries, roads, trail drains, streams and utilities right of way.
- c.** Contractor will exercise care and caution in all operations to prevent damage to all trees left untreated.

- d. Designated fence corridor (if existing) must be kept free of slash.
- e. Brush must be removed from any projects with existing fences and any fence damage must be repaired within 24 hours at the contractor's expense. Deer fence integrity must be maintained by closing gates promptly after entry and exit.
- f. The contractor will not block any roads or trails in the area during performance of this contract. The contractor will not in any way hinder the progress of any Timber Sale Contracts in these areas.

2. Access

- a. Project areas may be reached by State Forest roads that are accessible by standard pickup truck during the normal working season. The State assumes no obligation to plow snow or do any special maintenance to keep the roads open.
- b. Some of the projects may be on a gated road. A State Forest key will be provided as necessary to the successful bidder for access.

3. Damages

The Contractor is responsible for all damage caused by their operations.

- a. Damage to trails, roads, streams or utility rights-of-way caused by the contractor's equipment and/or personnel must be repaired by the contractor at their expense and within a reasonable amount of time.

4. Miscellaneous

Any trash resulting from the contractor's operations and/or personnel must be removed from the area and properly disposed.

N. BID AWARD:

Bidder must complete and return the following for award of bid:

- 1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- 2. A copy of your self-certification form from the Department of General Services and the Small Business Procurement Initiative. Failure to produce a valid Self-Certified Small Business certificate shall render your submission non-responsive.
- 3. A properly executed Worker Protection and Investment Certification Form.

The bid will be awarded based on the total sum.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

O. PAYMENT TERMS:

A project will be deemed complete when the Monitoring Specialist and/or Field Contract Coordinator are in agreement that all contract tasks are completed as required. The Department will survey the project area to determine successfully cut acreage.

Payment will be made upon approval from the Monitoring Specialist and/or Field Contract Coordinator based on the Department's surveyed results. If a discrepancy exists between the acreage surveyed by the Department and the invoiced amount, the Department's surveyed acreage will prevail.

Payment shall be made upon satisfactory completion of the block or authorized partial block. A block will be deemed complete when all items listed in the Guidelines have been met for that block. Invoice must state the number of acres properly treated.

For blocks larger than 50 acres, and when authorized by the Field Contract Coordinator, the contractor may invoice for partial payment for completed acreage. Completed acreage for partial payment may not be less than 50 acres.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.20 CONTRACT-016.2 Payment – Electronic Funds Transfer of the Commonwealth's Terms and Conditions for complete details and contractor's responsibilities.

P. INVOICES:

Invoice format will be in accordance with the IFB – Invitation for Bid.

All invoices for this contract **MUST** either be:

1. Emailed to the following for a Paperless Email Invoice Option: 69180@pa.gov

For information on the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>.

2. Or, mailed to the following address:

Commonwealth of PA – PO Invoice
P.O. Box 69180
Harrisburg, PA 17106

A copy of the invoice(s) **MUST** also be sent to the Monitoring Specialist:

By email: Joseph Tate
DCNR/Bureau of Forestry, Silviculture Section
P.O. 8552
Harrisburg, PA 17105

Or email: jotate@pa.gov

All invoices **MUST** have the purchase order number, your SAP Contractor Number and be itemized to include project number and dates of service on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information will result in a delay of payment.

Please Note: Contractors 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 Contractor Number and, for security purposes, should not be explicitly stated on an invoice.

Q. CONTRACT PROGRESS MONITORING:

The Department may, as deemed necessary, schedule a mid-point review meeting via phone, email, or field visit. If such a meeting is requested by the Department, attendance is mandatory for the contractor. Contract progress, challenges, remaining work, potential performance concerns, and other project-related business may be discussed at the meeting.

Follow-up progress meetings may also be required.

R. CONTRACTOR REFERENCES AND QUALIFICATIONS:

After bid opening and prior to awarding of the contract, the Department has the right to request three (3) references (names, addresses and telephone numbers) of similar work performed in the previous three (3) years as proof of qualifications to perform the work involved in this contract. Similar work is defined as hand-only, competing vegetation contracts of a similar acreage (+/- 65 acres of the total project acreage in a single cutting season) as required here.

The bidder may already have one or more contract areas with the Department. If the bidder has one or more contracts, he must be able to perform all the work associated with said contracts in the required time frame.

Therefore, the contractor may be asked to submit additional evidence of their ability to juggle multiple projects within a specific time frame as well as successfully complete the combined acreage for all potential projects. Evidence may include past, satisfactorily completed projects of similar scope and acreage; and/or a detailed work plan, including timelines, of the intended approach to the multiple projects.

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.

S. RECEIPT AND OPENING OF BIDS:

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.

No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

T. BID RESULTS:

Bidders can obtain bid results by accessing www.emarketplace.state.pa.us/bidtabs.aspx. The bids will be posted as soon as practicable 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 – Topographic Map

BOP-2201 Worker Protection and Investment Form