



PENNSYLVANIA GAME COMMISSION

SOUTHWEST REGION

4820 ROUTE 711 BOLIVAR, PA 15923

1-833-742-4868 (PGC HUNT) & 1-833-742-9453 (PGC WILD)

REQUEST FOR BIDS
TREE FELLING
STATE GAME LAND # 108
CAMBRIA COUNTY

Prospective Service Contractors:

The Southwest Region of the Pennsylvania Game Commission is soliciting bids for tree felling on 109 acres on SGL 108, Cambria County, Reade Township.

Bids are to be submitted electronically through the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Tuesday, August 22, 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 PGC Contracts and Procurement at 717-787-6594.

This bid should include the unit price per acre. The bid will be awarded on a lump sum total of the entire project. **The project may commence on the receipt of the Purchase Order and must be completed by June 30, 2024.**

The PGC will provide a one-time tour of the site. The tour is planned for **Tuesday, August 15, 2023.** The tour will begin at **1:00 pm** and all project locations will be available for review. Tour meeting location and directions can be found in the general specification document.

Questions concerning the site characteristics or description of the project should be directed to Assistant Regional Forester Brandon Karlheim, 814-907-1103 or bkarlheim@pa.gov.

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

Please contact me if you have any questions.

Neil J. Itle
Regional Forester, Southwest Region
814-227-5019
neitle@pa.gov

GENERAL SPECIFICATIONS (Shortcake Rally Tree Felling Project)

I. SCOPE OF WORK

- A. The Pennsylvania Game Commission, Southwest Region, Forestry Division, requires tree felling services within the project perimeter on 109 acres of State Game Land 108, Cambria County. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, and equipment for the tree felling project as per the Special Provisions (attached). All Purchase Orders require the contractor to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.
- B. This project is being bid as one contract and the contract is comprised of one line item. 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.

Any questions concerning the technical aspects of this bid should be directed to the Regional Forester or the Assistant Regional Forester:

Neil J. Itle
Regional Forester
PGC, Southwest Region
4820 Route 711
Bolivar PA 15923
Phone: 814-227-5019
Email neitle@pa.gov

Brandon Karlheim
Assistant Regional Forester
PGC, Southwest Region
4820 Route 711
Bolivar, PA 15923
Phone: 814-907-1103
Email bkarlheim@pa.gov

II. CONTRACT TASKS

A. Project Location:

Project Coordinates (Roseland Road – SGL Pull off): Lat/Long N 40.7111 W -78.5016.

State Game Lands No. 108 in Reade Township, Cambria County as identified on the attached maps.

B. Approximately **109** acres on State Game Lands 108 will require the hand felling/cutting of woody vegetation under this contract. The contractor must comply with the Special Provisions (attached).

III. SITE INSPECTION AND ASSISTANCE

The PGC will conduct an optional one-time-only tour of the work site for prospective bidders on **Tuesday, August 15, 2023 at 1:00pm**. A location map of the project area is included in the specifications, this map shows the meeting location. Attendees will meet at the SGL

parking area along Roseland Road, Reade Township, Cambria County as indicated on the location map. Coordinates for the meeting location are N 40.7111 W -78.5016.

IV. CONTRACT REQUIREMENTS

- A. **All work must be completed by the termination date June 30, 2024.**
- B. Contract or Purchase Order extensions will only be approved if contractor can demonstrate more time is required through no fault of their own.
- B. The contractor agrees to comply with the Special Provisions (attached).
- C. Failure to comply with any of the terms or conditions of the Contract will result in cancellation of the agreement.

V. 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 coverage 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.

VI. 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.

VII. DAMAGE TO PROPERTY

- A. The Contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment during this tree felling project.

VIII. BID AWARD

- A. **RECEIVING AND OPENING BIDS** - The bid shall be awarded on a *line item 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, August 22, 2023 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.

IX. OPERATOR REFERENCES

After bid opening and prior to awarding the Purchase Order(s), the Commission has the right to request three (3) references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in the project(s).

X. CONTRACT TERM

The project may commence upon the receipt of the Purchase Order that includes a notice to proceed. All work must be completed by the termination date: June 30, 2024.

XI. 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.

XII. 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:
Neil J. Itle
Pennsylvania Game Commission
4820 Route 711
Bolivar, PA 15923
724-239-9523 ext. 20218
neitle@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 the information requested on the PO 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.

XIV. 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 **\$3,000.00.**

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.

XIII. 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.

**SPECIAL PROVISIONS FOR THE “SHORTCAKE RALLY”
TREE FELLING PROJECT**

S.G.L. # 108 Project # 108-2023-01-N

1) ADMINISTRATIVE ITEMS

- a) All contractors, subcontractors and consultants must be pre-approved by the Commission. The Commission reserves the right to reject any subcontractor at its sole discretion. If Contractor enters into any subcontract(s) not previously approved by the Commission, the Commission shall have the right to require the Contractor to terminate such contracts.
- b) The contractor must notify the Regional Forester three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC forestry representative. Inspection of the project will occur during normal working hours.
- c) Trees must be felled with hand operated devices (chainsaws and brush cutting saws). Any mechanized felling equipment must be approved prior to use.
- d) Removal of material is optional but not required. If the contractor chooses to remove material the following apply:
 - 1. Operator must comply with the erosion and sedimentation control plan for the area, update the plan with control measures implemented as logging progresses, and always maintain an updated copy on-site.
 - 2. The operator must also abide by Sections 5, 6, 7, & 8.
- e) Final inspection of the habitat project will be conducted by the Regional Forester or designee. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor.
- f) **The Shortcake Rally Tree Felling Project must be completed by June 30, 2024.**

2) BOUNDARIES, BLOCKS, AND CUTTING INSTRUCTIONS

- a) The project consists of three (3) cutting blocks. The project boundary is delineated with **BLUE**-marked trees with 2 slashes (//). Corners are marked with 3 slashes(///). All **BLUE** boundary trees shall not be cut and remain standing.
- b) All **RED** painted trees are reserved and shall not be felled or damaged.
- c) The **BLUE** numbered block line trees are not tallied and are reserved.

- d) All live trees 1-inch dbh and larger must be felled within **all** cutting blocks with the exception of designated reserve trees. Hawthorn, apple trees, and conifers are to be reserved when possible.
- e) Trees must be completely severed at the stump and stumps heights must not be higher than 6 inches above the ground, or as close to the ground level as possible.
- f) All trees must be felled to ground level. Any leaning trees must be pushed or pulled to ground level when possible.
- g) Trees may be felled across the blue painted project perimeter in areas where it does not coincide with the gameland boundary.
- h) All cut trees and/or debris will be cleared within 10 feet of the gameland boundary, roads and ditch lines, culverts, utility right-of-ways, herbaceous openings, spring runs, and defined stream channels.

3) **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 and any Sundays open to hunting.
 - 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.

*Any variance from the Non-Work Days must have advanced approval from the Regional Forester.

- 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) 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.

4) MISCELLANEOUS

- a) Gates are always to be kept closed and locked except when the contractor is present on the site.
- b) Access is limited in some of the project area. UTV machines to access the project will be permitted.
- c) Damage to existing infrastructure (roads, culverts, gates, trails, herbaceous areas) will be the repaired by the contractor. The need for any repair will be determined by the Regional Forester or designee prior to the conclusion of the project.
- d) Any skid roads, trails or other infrastructure damaged by machines or pose E&S issues will be cleared of all debris, graded rut free, and positively drained with water-bars and cut-outs. Sections of infrastructure that are considered erodible may be mulched and seeded with oats (spring), wheat or barley (fall). This will be determined by the Regional Forester or designee.
- e) If site conditions in the woods (for felling, skidding, or trucking) or the use of the haul road become too wet, muddy or ice covered and could or will cause damage to the property, all phases of the job will be suspended until working conditions are favorable. The Regional Forester will make the final decision in this matter.
- f) To minimize the spread of invasive plants, all equipment required for this project should be thoroughly cleaned prior to entering the State Game Lands (SGL).
- g) 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. Burning of trash is not permitted.
- h) Operator will supply all employees working on this site with a map and copy of the sale provisions.
- i) Violation of contract provisions by the operator may subject the operator or their employees or contractors to fines based on Title 58 regulations.

5) US / STATE / LOCAL ROADS (if applicable)

- a) The use of any township road for hauling material is to be coordinated with Township Supervisors.

Roseland Road (T-1022)

CAMBRIA COUNTY
READE TOWNSHIP
1032 Skyline Drive
Blandburg, PA 16619
(814) 687-4098

6) LANDINGS (if applicable)

- a) All landings are to be approved by the Regional Forester or designee.
- b) At the discretion of Regional Forester, landing sites constructed in wooded areas, must have all stumps removed and scattered about the cleared edge.
- c) Logging debris is to be kept to a minimum. All logs and pulpwood are to be marked to length in the woods to eliminate short ends at the landings.
- d) At the conclusion of the sale, all stumps and debris must be removed and scattered singly into the surrounding woods, landing sites are to be leveled and positively drained, cleared of debris, and treated according to specifications outlined in Section 8, Seeding of Roadways and Landings.
- e) **All excessive logging debris on the landings is to be removed from the game lands by the operator at the conclusion of the sale.**

7) SKIDDING (if applicable)

- a) Skid trails will be coordinated with the Regional Forester or designee.
- b) No skidding will be allowed through streams or across unprotected utility lines.
- c) No skidding will be permitted across small drainages without the use of temporary bridges.
- d) Wet areas should be avoided when skidding.
- e) If skid trails are to sit idle for one month or longer, they will be leveled and have water bars added.
- f) Though coordination with the Regional Forester or designee, skid roads and trails within the cutting blocks may be graded rut free, water-bared, and brushed closed as harvesting progresses.
- g) Upon conclusion of use, skid roads not graded and brushed closed will be cleared of all debris, graded rut free, and positively drained with water-bars and cut-outs. Sections of skid roads that are considered erodible will be treated according to specifications outlined in Section 8, Seeding of Roadways and Landings.

8) SEEDING OF ROADWAYS AND LANDINGS (if applicable)

- a) At the conclusion of logging operations in each block or group of adjoining blocks, and suitable weather permits, all disturbed areas designated for seeding will be graded according to specifications outlined above and treated according to the following:

5 lbs. per acre of Inoculated Alsike Clover
5 lbs. per acre of Inoculated Ladino Clover

5 lbs. per acre of Inoculated Crimson Clover
5 lbs. per acre of Inoculated Red Clover
2 bu. per acre of oats (spring), wheat or barley (fall)
200 lbs. per acre of Pelletized Lime
150 lbs. per acre of Triple 19 Fertilizer (19-19-19)
40 bales per acre of straw

All areas, if treated between June 15 and August 15, will be mulched. Landings will be mulched regardless of time of year. Guaranteed catch of cover must be obtained to the satisfaction of the Regional Forester before the bond will be released and seeding completed after October 10 will require inspection for successful germination the following spring.

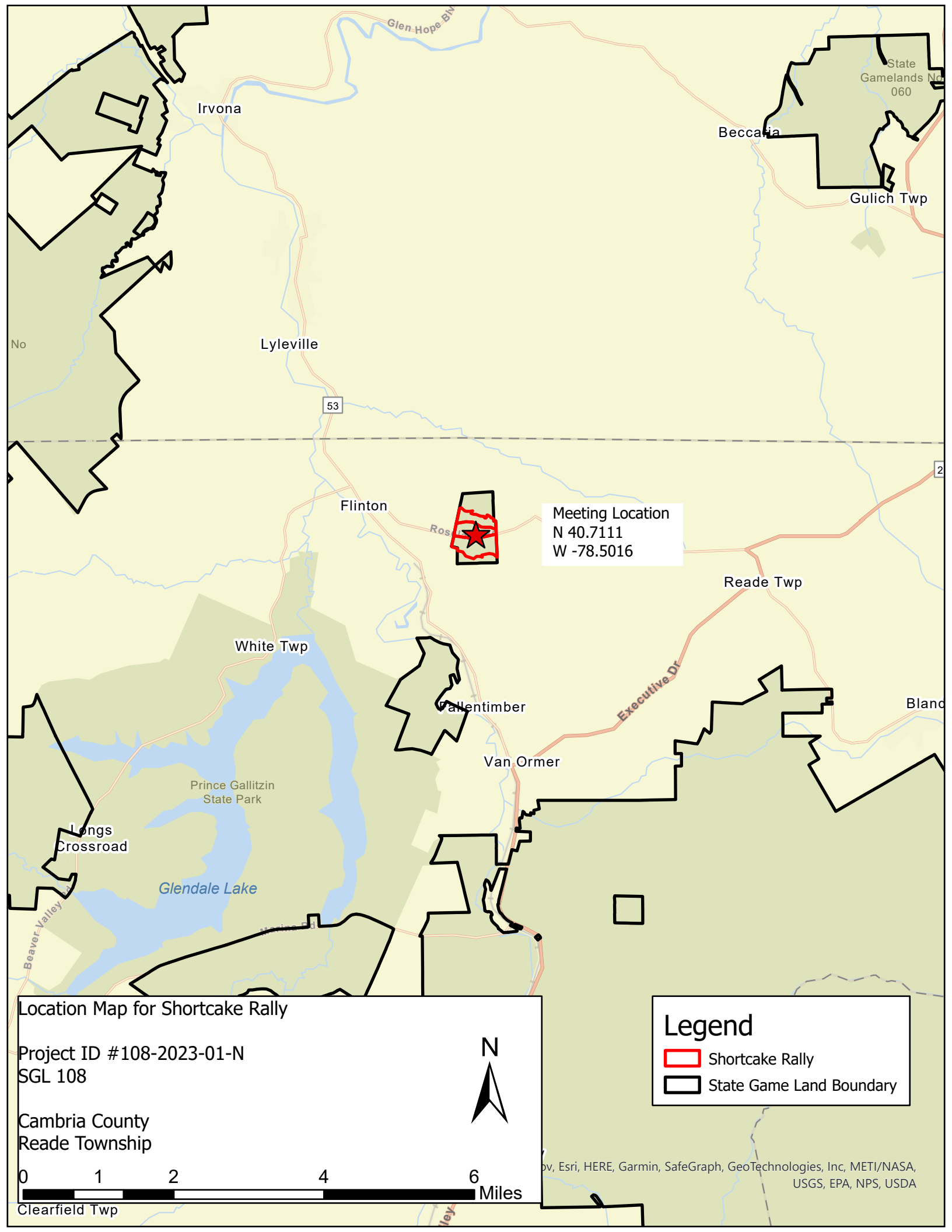
- b) The operator will notify the Regional Forester or designee three business days prior to seeding. The work will occur during normal working days of the forester and will not occur on weekends or holidays.

9) PA RIGHT TO KNOW PROVISIONS

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM [or "the legal contact information provided in this contract"] if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification from the Commonwealth that the Commonwealth requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the contract that the Commonwealth requests ("Requested Information") and provided such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this contract and shall continue as long as the Contractor has Requested Information in its possession.



Location Map for Shortcake Rally

Project ID #108-2023-01-N
SGL 108

Cambria County
Reade Township

0 1 2 4 6 Miles

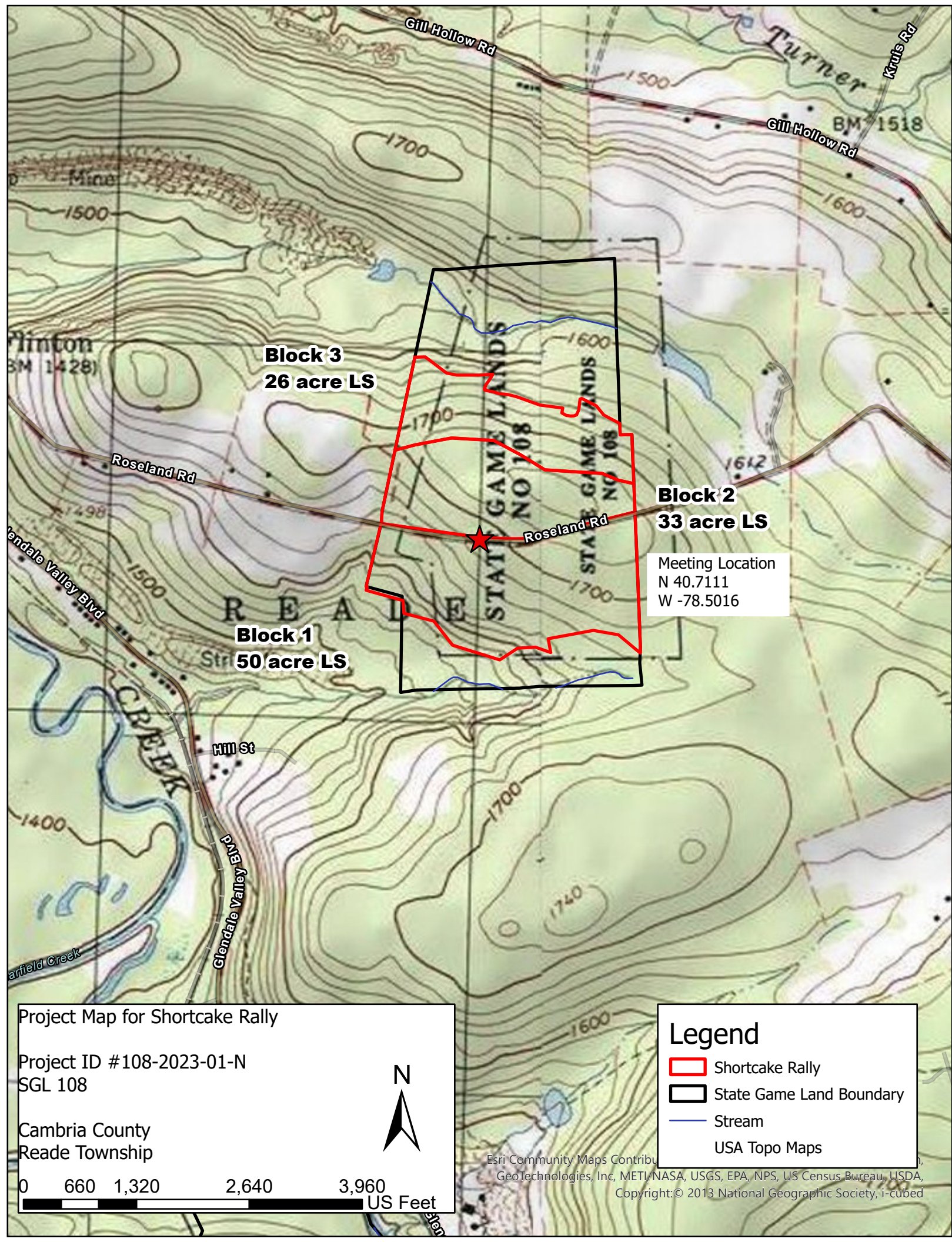
Clearfield Twp

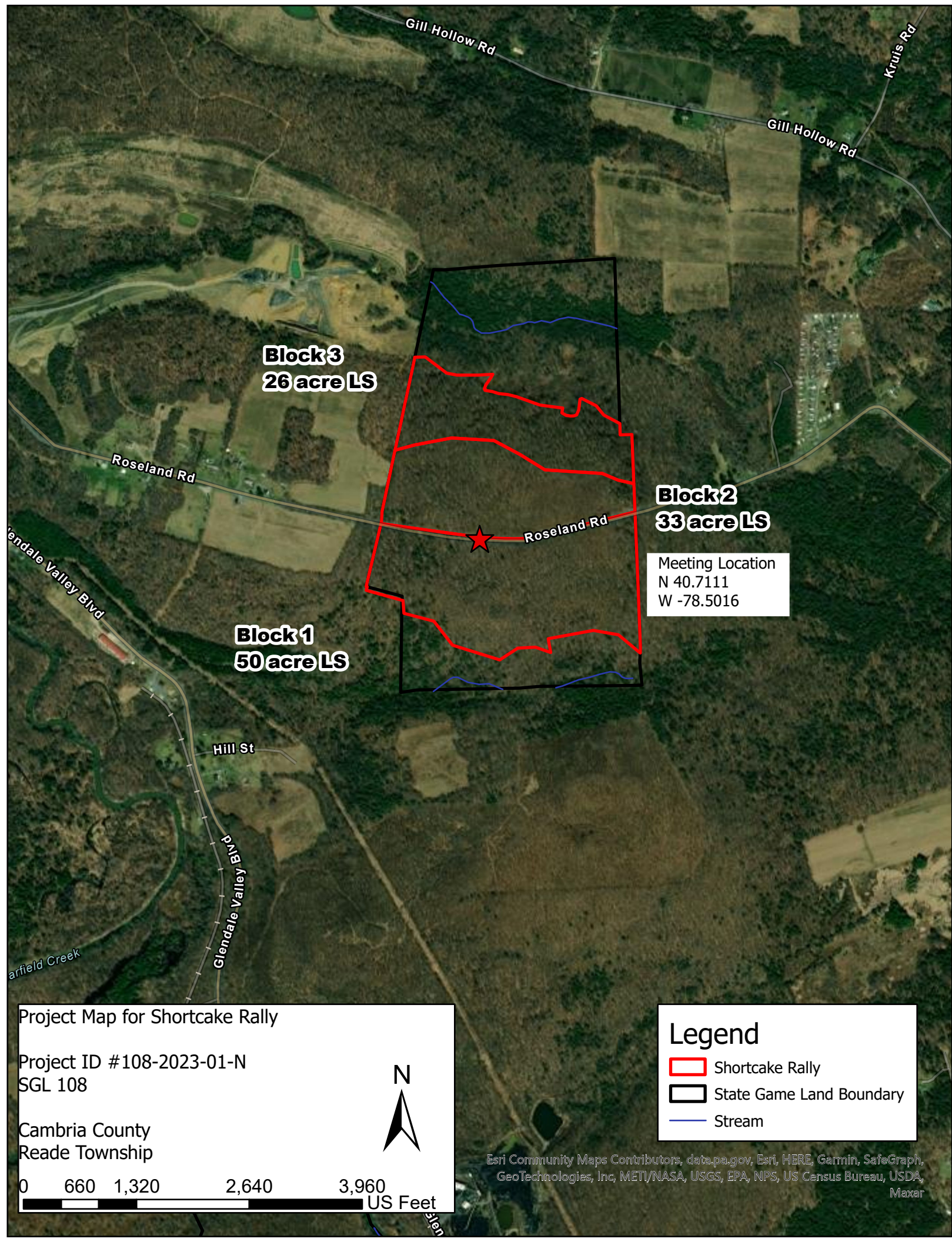


Legend

- Shortcake Rally
- State Game Land Boundary

Map data by Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA





Block 3
26 acre LS

Block 2
33 acre LS


Block 1
50 acre LS

Meeting Location
N 40.7111
W -78.5016

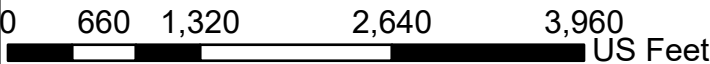
Project Map for Shortcake Rally

Project ID #108-2023-01-N
SGL 108

Cambria County
Reade Township






N



0 660 1,320 2,640 3,960 US Feet

Legend

-  Shortcake Rally
-  State Game Land Boundary
-  Stream

Esri Community Maps Contributors, data.pa.gov, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar