



# 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 # 273  
INDIANA COUNTY

Prospective Service Contractors:

The Southwest Region of the Pennsylvania Game Commission is soliciting bids for tree felling on 126 acres on SGL 273, Indiana County, Brush Valley Township.

Bids are to be submitted electronically through the Commonwealth's "PA Supplier Portal" system by **2:00 PM, Monday, August 28, 2023**. If you have not registered as a vendor with the state, you must do this first at [www.pasupplierportal.state.pa.us](http://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 **Thursday, August 17, 2023**. The tour will begin at **10:00 AM** 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](mailto: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](mailto:neitle@pa.gov)

## GENERAL SPECIFICATIONS (Footsteps 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 126 acres of State Game Land 273, Indiana 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).
- B. This project is being bid as one contract and the contract is comprised of one line-item bid. 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 Assistant Regional Forester or Field Forester:

Brandon Karlheim  
Assistant Regional Forester  
PGC, Southwest Region  
4820 Route 711  
Bolivar PA 15923  
Phone: 814-907-1103  
Email [bkarleim@pa.gov](mailto:bkarleim@pa.gov)

Tom Respet  
Field Forester  
PGC, Southwest Region  
4820 Route 711  
Bolivar, PA 15923  
Phone: 814-414-7205  
Email [trespet@pa.gov](mailto:trespet@pa.gov)

### II. CONTRACT TASKS

#### A. Project Location:

Project Coordinates: Lat/Long N 40.5685769 W -79.0945257. SGL Parking Lot

State Game Lands No. 273 in Brush Valley Township, Indiana County as identified on the attached maps.

#### B. Approximately **126** acres on State Game Lands 273 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 **Thursday August 17, 2023 at 10:00am**. 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, Brush Valley Township, Indiana County as indicated on the location map. Coordinates for the meeting location are N 40.5685769 W -79.0945257.

#### **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](http://www.pasupplierportal.state.pa.us) Faxed bids and mailed bids will NOT be accepted.

Bids will be publicly opened on **August 28, 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](http://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**. Refer to the Special Provisions (attached) for non-operational periods.

**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](mailto: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 **\$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 “FOOTSTEPS”  
TREE FELLING PROJECT**

**S.G.L. # 273 Project # 273-2023-01-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) Woody material may not be removed and must remain onsite.
- e) **Blocks 1, 2, & 3 must be treated during the dormant season from November 1, 2023 through March 31, 2024.**
- f) 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.
- g) **The Footsteps Tree Felling Project must be completed by June 30, 2024.**

**2) BOUNDARIES, BLOCKS, AND CUTTING INSTRUCTIONS**

- a) The project consists of six (6) cutting blocks totaling 126 acres. 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 (**Blocks 1, 2, & 3**).
- c) All **YELLOW** painted trees and all ground shrubs and small trees 6 inches diameter at breast height (dbh) and smaller must be felled. (**Blocks 4, 5, & 6**).
- d) All live trees in 1-inch dbh and larger must be felled within **Blocks 1, 2, & 3** with the exception of designated reserve trees. Hawthorn, apple trees, and **all Hemlock** 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) 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.
- e) 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.
- f) Operator will supply all employees working on this site with a map and copy of the sale provisions.
- g) Violation of contract provisions by the operator may subject the operator or their employees or contractors to fines based on Title 58 regulations.

## **5) 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.





