PENNSYLVANIA GAME COMMISSION SOUTHEAST REGION

253 SNYDER ROAD READING, PA 19605 | 1-833-742-4868 (PGC HUNT) 1-833-742-9453 (PGC WILD)

REQUEST FOR BIDS FIREBREAK CONSTRUCTION PGC SOUTHEAST REGION

Prospective Service Contractors:

The Southeast Region of the Pennsylvania Game Commission is soliciting bids for the construction of firebreak trails on State Game Lands #211 located in Lebanon County. The location of this project is 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 March 19, 2025. 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 Samantha Calvaresi at 833-742-9453 x 66020 scalvaresi@pa.gov.

This bid will be awarded as a single line item. The **per foot 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 feet completed as per the required specifications. The work may begin after PO is received and performance bond is provided, and the work must be completed by June 30, 2025.

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

Please contact me if you have any questions.

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Jonathan "Andy" Weaver

Regional Forester

Office: 833-742-9453 X 66686 Cell Phone 717-756-1471 Email: jonweaver@pa.gov

GENERAL SPECIFICATIONS PENNSYLVANIA GAME COMMISSION FORESTRY DIVISION

FIREBREAK CONSTRUCTION AGREEMENT

I. SCOPE OF WORK:

The Pennsylvania Game Commission, Southeast Region Forestry Division requires the construction of a trail to serve as a fire break for controlled burn habitat management activities. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools and equipment for the grading, grubbing, erosion controls and seeding as per attached Attachment 1 Prescribed Fire Break Specifications. *All quotes require the contractor to provide the equipment, labor, insurance, and all miscellaneous expenses to complete the operation.*

- A. Questions regarding any technical aspects of this bid should be directed to Jarrid Doyle at 223-322-0413. Questions regarding administrative aspects of this bid should be directed to Andy Weaver, PA Game Commission Southeast Regional Forester, at telephone no. 833-742-9453 ext. 66686.
- B. Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system **by 2 PM March 19, 2025**. 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 Samantha Calvaresi at 833-742-9453 x 66020 scalvaresi@pa.gov.

II. CONTRACT TASKS:

A. Project Location:

1. Hawk – SGL #211, Lebanon County – Cold Spring and Union Township: Construct 10,003 feet of new fire breaks as defined on the attached map.

III. SITE INSPECTION AND ASSISTANCE:

A formal tour of the sites will not be provided. Please contact Jarrid Doyle if you would like access to the game lands to evaluate the sites. It is strongly recommended that all potential bidders visit the worksites.

Jarrid Doyle 223-322-0413

- **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. 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:

- The Operator shall exercise care and caution in all operations to prevent damage to all trees not specified for treatment.
- All work must be completed by the termination date: <u>June 30, 2025.</u> No contract extension will be approved.
- The contractor agrees to comply with all attachments.
- The Operator should avoid any earth disturbance within the 300' of the Appalachian Trail. It is permissible for equipment to cross the trail and traverse through the buffer corridor at the designated location. LIFT is painted on trees where this buffer occurs.
- The western end of the firebreak ends at the property line. No rocks, logs, soil, or other material may be pushed across the property line. No machinery may cross the property line.
- 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 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 as a single **line-item**. The **per foot 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 feet completed as per the required specifications. **Service Bid on the firebreak construction project should include the Unit Price (\$/foot).** Payment will be by Unit (feet) completed to the specifications of Attachment 1.

Bid will be awarded to the lowest price per foot.

Bids are to be submitted electronically thru the Commonwealth's "PA Supplier Portal" system by <u>2:00 PM, March 19, 2025.</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 (foot) 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 **\$5,000.00**.

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 <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 5 miles of road or trail construction in a forested environment in a single calendar year.

XII. CONTRACT TERM:

The Contract shall commence upon receiving the Purchase Order and performance bond and continue until June 30, 2025. No contract extensions will be approved. Forfeiture of the performance bond will occur if contract is not completed by June 30, 2025.

XIII. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual feet completed as measured by a Forestry Division employee. A firebreak will be deemed complete when all items listed in the specifications have been met for that firebreak. Invoice must state the number of acres properly treated as well as the dates work was started and completed.

XIV. INVOICES:

Original invoices must be sent to the address specified on the Purchase Order.

A copy of all invoices must be sent to:

Jonathan "Andy" Weaver SE Regional Forester Pennsylvania Game Commission 253 Snyder Road Reading, PA 19605 jonweaver@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. The date work began and was completed must be included as well. 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: Firebreak Construction Specifications Attachment 2: Project Maps

ATTACHMENT 1. TECHNICAL SPECIFICATION FOR NEW FIRE BREAKS STATE GAME LAND 211

Fire Break Specifications

3.1 -SCOPE

This work involves the clearing and grubbing of fire breaks at designated locations on State Game Land # 211. The location of the fire breaks are designated by orange paint which marks the approximate center line of the break. Trees and brush may be pushed to either side of the fire break. These terms and conditions will apply except when adjacent to the property boundary. Brush must be placed in rows with numerous breaks in the row of brush. Piling of the brush is not acceptable. The contractor is expected to maneuver around the larger trees. The location of the project is detailed on the attached maps.

3.2 - PROCEDURE & TERMS

- 1. The contractor is required to use a tracked dozer with a six-way blade or bucket to clear the brush, small trees, and root mat from the site. The finished width of the fire break is to be 8'. All fire breaks are intended to be used as access fire breaks/access trails and as such they must be drivable with a 6-wheel UTV. The contractor will construct several turn arounds as designated by the forestry staff. These areas will be approximately 10 feet by 10 feet and must be cleared to allow space for a UTV to turn around.
- 2. This project includes the construction of 10,003 feet of 8' wide firebreak.
- 3. Erosion control will be obtained by placing water bars or intercept dips at the recommended spacing based on the slope of the site. The contractor is responsible for installation of the water bars as well as seeding of all the trails with the designated seed mixture. The Forester will be available to designate locations of all water control devices.
- 4. Seeding Mixture:

200lbs of 10-10-10 Fertilizer per acre applied prior to seeding 25 lbs or red clover/acre 60 lbs or one bushel of wheat per acre Seeding must be applied at the conclusion of the project.

- 5. Damage to any plants or trees, natural growth, or other objects outside the areas to be cleared and grubbed is not acceptable. Payment for damages will be determined if deemed necessary by the Officer in Charge. The rate of damage will be a minimum of \$50.00 per tree for damage caused by the neglect of the contractor.
- 6. Damage to existing infrastructure (roads, trails, food plots) will be the repaired by the contractor
- 7. All merchantable pulpwood/logs are property of the Commonwealth and cannot be removed from the site. Burning is not permitted at the site.
- 8. It is the contractor's responsibility to make all necessary PA One Call contacts.
- 9. The contractor will remove all trash and garbage generated from the completion of this project. 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.

- 10. Access gates to the area will remain closed at all times.
- 11. All equipment and vehicles must be thoroughly cleaned (especially the undercarriage and wheels) before they are brought on site. This will remove invasive plant seeds from the equipment and undercarriages of the vehicles that may have been picked up at other sites.
- 12. The contractor will notify the Forester three days prior to beginning the project. The contractor may work at times other than the schedule of the PGC representative. Inspection of the project will occur during normal working hours.
- 13. No in woods operations will be permitted on the following days for the period of this contract: The opening day and all Saturdays during spring gobbler season, including the youth spring gobbler hunt.
- 14. Final inspection of the firebreak project will be conducted by the Regional Forester or his representative. The contractor may be present at the final inspection. Upon successful completion of the required work, payment will be released to the contractor.

3.3 - MEASUREMENT AND PAYMENT

A price per foot will be the unit of bidding and payment will be based on the number of feet successfully constructed. Evaluation of the success of the project will be based on the quality of firebreak built on a per foot basis.



