

STATEMENT OF WORK

Commonwealth of Pennsylvania

**Department of Conservation and Natural Resources
Bureau of Forestry**

**DEER EXCLOSURE DISMANTLING CONTRACT 22D-7
Forest District 20
Sullivan County
Three Exclosures, Estimated Total: 18,623 Lineal Feet**

A. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires services for the dismantling of woven wire deer exclosures at specifically designated locations in Forest District 20, Sullivan County. Project reference numbers: 202201, 202202, and 202203.

The Department estimates the total exclosures dismantling during the contract term as follows:

Forest District 20: Three (3) exclosures for an estimated total of 18,623 lineal feet

See Attachments A-Topographic Maps of Exclosure Locations and B-Deer Exclosure Dismantle Severity Sheets for specific project numbers, acres per exclosure, approximate lineal footage, and district determination on degree of difficulty (moderate or severe).

The contractor's per lineal foot price must include all materials, labor, equipment, tools, insurance, and any other items necessary for completion of the project.

Any questions regarding the technical aspect 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 Jody Russell at 717.783.2566 or jorussell@pa.gov.

B. DEPARTMENT PERSONNEL:

The Department will furnish personnel to supervise and direct the deer fence dismantling operations in the following capacities:

- 1. PROGRAM SUPERVISOR** – The Chief of the Silviculture Section or his designee is responsible for the overall operation of deer fence dismantles 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 troubleshooting problems for the completion of fence dismantles.

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 COORDINATOR - 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 the deer fence enclosures dismantling operations.

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 changes in plans. This person also provides regular reports of the fence dismantlings to the Monitoring Specialist.

Forest District 20: Joe Engel reachable at 570.946.4049 or cengel@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 the accomplished work. The Contractor must also notify the Field Contract Coordinator at least monthly of the progress being attained on the projects. This notification can be oral or written.

2. GROUND-SUPPORT PERSONNEL – All ground-support personnel must be familiar with all equipment. All personnel provided by the Contractor must be able to communicate effectively in English.

D. LOCATIONS:

Detailed topographic maps with the locations, lineal feet, acreages, and other details of each deer fence enclosure are provided in Attachment A.

For further location information and dismantling specifics, please contact the corresponding Field Contract Coordinator.

Forest District 20: Joe Engel reachable at 570.946.4049 or cengel@pa.gov

E. SITE INSPECTIONS:

Forest Districts will not hold a mandatory site inspection. However, it is *strongly recommended* for contractors to review each project area to determine the best means and costs of dismantling the woven wire deer enclosures in the woods, as per the Dismantling Woven Wire Deer Enclosure Specifications in Section M. Statement of Work. The Field Contract Coordinator or their designee can assist prospective bidders in locating and viewing the project sites, assessment of topography, site challenges, and Department Severity ratings. To make arrangements for a site inspection, contact the corresponding Field Contract Coordinator listed in Section D. Locations.

F. 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 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) will 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 and employees 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 the Worker Protection and Investment Certification Form will render your submission non-responsive.

G. LIQUIDATED DAMAGES:

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be 10% of the total contract amount, and they agree that in the event of any such delay, the Contractor will pay such amount as liquidated damages and not as a penalty. The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or bill the Contractor as a separate item. The Commonwealth will notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to the Contractor. Delivery of an item, which is rejected by the Commonwealth, will not toll the running of the days for purposes of determining the amount of liquidated damages.

H. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of \$2,000.00. 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: Jody Russell 400 Market Street, 7th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Jody Russell PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security must also be emailed to jorussell@pa.gov.

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

I. 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.

J. INSURANCE REQUIREMENTS:

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 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 must be mailed to the Procurement Contact as directed in Section H. Performance Bond *or* they can be emailed to the Procurement Contact at: jorussell@pa.gov.

K. CONTRACT TERM:

The contract term will commence upon receipt of a fully executed purchase order, and terminates June 30, 2024.

L. CANCELLATION OF PROJECTS BY THE DEPARTMENT:

Projects can be cancelled by the Department for unforeseen conditions. **No compensation will be made for cancelled projects.**

M. DISMANTLING WOVEN WIRE DEER EXCLOSURE SPECIFICATIONS:

The Contractor, their employees, and ground-support personnel must -

1. Remove enclosure from all trees, posts, and supports.
2. All enclosure supports that were used to secure the wires to trees and any free-standing wooden posts or supports will be removed.
3. All staples that hold wire to trees and/or wooden enclosure supports will be removed.
4. All nails and staples used to fasten enclosure or enclosure supports to trees will be removed.
5. All walk-through and vehicle gates will be removed.
6. All signs will be removed.
7. Any of the above materials considered to be reusable by the Field Contract Coordinator will be delivered to a site designated by the Field Contract Coordinator for salvage to be reused by the Department.

8. All unusable materials, including removed nails and staples, are to be removed from the site and properly disposed of by the Contractor at the Contractor's own expense.
9. All materials brought to the work site by the Contractor that becomes waste associated with the dismantling of the enclosures, or any personal items inadvertently discarded by the Contractor's employees or ground support personnel, will be collected and removed from the site at the Contractor's own expense.
10. Areas of disturbed soil that result from the dismantling and consolidation of fencing materials are to be recontoured, seeded, and mulched at the Contractor's own expense.
11. All labor, equipment, tools, etc., needed to complete all contractual projects are to be provided by the Contractor.

N. PROJECT SEVERITY:

Enclosure dismantling projects will be broken down by degree of difficulty into the following two (2) categories: Moderate and Severe. The Department will make the final determination on the degree of difficulty for each project by summing the level of difficulty within each condition for each project.

The degree of difficulty for enclosure dismantling will be based on the following conditions and levels of difficulty within those conditions: Access to Enclosure Site, Slope, Number of Enclosure Posts Dismantled, Number of Trees to be Removed from Enclosure, and Vegetation Control.

Exact job site locations will be provided by the Field Contract Coordinator to the Contractor prior to commencement of each fencing project. Project maps can be inspected prior to the start of each fencing project. Photocopies will be made available as needed.

Refer to Attachment B-Deer Enclosure Dismantle Severity Sheets for information on each project. These sheets include information on acreage per enclosure, approximate lineal footage, and district determination of degree of difficulty (moderate or severe).

O. GENERAL CONDITIONS:

1. COMMENCEMENT OF WORK -

- a. The Field Contract Coordinator and Contractor will discuss and mutually agree upon the start date for each deer enclosure dismantling.
- b. During discussion of start date(s), arrangements will be made for assistance in locating deer enclosure(s), access and reconnaissance.
- c. Should the Contractor desire to change the mutually agreed upon start date, the Contractor must notify the Field Contract Coordinator of any changes no less than seven (7) business days prior to the negotiated start date. Any changes to the negotiated start date must be approved by the Field Contract Coordinator.

The contractor may work at times other than the schedule of the Field Contract Coordinator.

2. COMPLETION OF WORK –

- a.** Inspections of enclosure dismantles will be conducted by the Field Contract Coordinator or their designee upon completion of each enclosure project. The Contractor can be present at these inspections upon request. The Contractor must notify the Field Contract Coordinator of completion in order to arrange the inspection. All materials involving the enclosure dismantle must be removed from each project location before the project is considered complete and inspection scheduled.
- b.** While conducting the site inspection, the Field Contractor Coordinator or their designee will determine the quantity of fencing dismantled based upon careful measurement.
- c.** The Field Contract Coordinator will notify the contractor of the properly completed projects.

Contractors will be required to have completely dismantled **one enclosure (1)** on contract, regardless of lineal footage, by **December 31, 2023**. This requirement may be waived due to weather related events or otherwise at the sole discretion of the Department.

P. UNIT PRICE DETERMINATION:

Projects are designated as either Moderate or Severe.

Unit bid pricing for projects denoted as “Severe”, must not exceed 15% of the highest unit bid price submitted for any project denoted as “Moderate”.

Any bid responses for line items designated as “Severe” that exceed the potential 15% increase of the highest moderate unit bid price will be deemed as non-responsive.

Q. BID AWARD:

Bidder must complete and include the following with the bid response:

- 1.** The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- 2.** A valid 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 will render your submission non-responsive.
- 3.** A properly executed Worker Protection and Investment Certification Form.

The bid will be awarded based on lowest total sum.

The contract quantities herein are estimated only and can 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.

R. PAYMENT TERMS:

Contractor must submit invoice(s) for completed project(s) only.

A project will be deemed complete after the Field Contract Coordinator concludes the inspection of the deer enclosure removal and approves the dismantling. The Department will measure the lineal feet dismantled per enclosure.

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

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.

S. INVOICES:

Invoice format must 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 mail: 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.

T. 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 removal of woven wire deer exclosures in the woods at a rate of three (3) exclosures per calendar year (and a minimum of 18,623 lineal feet).

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 operate multiple projects within a specific time frame. Evidence may include past, satisfactorily completed projects of similar scope and lineal feet removed.

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.

U. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us. Faxed, emailed, 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 addressed properly and identified, or for any reason whatsoever.

V. 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 Maps of Exclosure Locations

Attachment B: Deer Exclosure Dismantle Severity Sheets

BOP-2201, Worker Protection and Investment Certification Form