

STATEMENT OF WORK

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

BUREAU OF FORESTRY

DEER FENCE DISMANTLING CONTRACT

GROUP 2 (FOREST DISTRICTS 1, 2, 3, 4)

21 FENCES, ESTIMATED TOTAL: 113,281 LINEAL FEET

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires services for the dismantling of woven wire deer fences at specifically designated locations in Forest Districts 1, 2, 3, and 4.

Any questions regarding the technical aspect of this bid should be directed to Andrew Duncan at (717) 783-7990 aduncan@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Casey Smith at (717) 783-1896 or caseysmith@pa.gov.

Forest District contacts for this bid, regarding fence dismantle specifics and locations, are as follows:

- Michaux State Forest (District 1): Neal Mishler, Assistant District Forester, (717) 352-2211
- Buchanan State Forest (District 2): Karli Naugle, Assistant District Forester, (717) 485-3148
- Tuscarora State Forest (District 3): Steve Wacker, Assistant District Forester, (717) 536-3191
- Forbes State Forest (District 4): Cory Wentzel, Assistant District Forester, (724) 238-1200

II. LOCATIONS:

Group 2 Fence Dismantle project locations are all within Forest Districts 1, 2, 3, and 4. (See Attachment B for a statewide Forest District Map.)

The exact Group 2 Fence Dismantle locations within each district are detailed via point locations on topographic forest district maps in Attachment C. Attachment C allows prospective bidders to identify and estimate costs of removal before submitting final bid.

III. DISMANTLING REQUIREMENTS:

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

The **degree of difficulty for fence dismantling** will be based on the following conditions and levels of difficulty within those conditions: Access to Fence Site; Slope; Number of Fence Posts Dismantled; Number of Trees to be Removed from Fence; and Vegetation Control. For more information, see Attachment A.

Exact job site locations shall be provided by forest district staff to the contractor prior to commencement of each fencing project; project maps may be inspected prior to the start of each fencing project. Photocopies are available as needed.

The Department estimates the total fence dismantling during the initial contract term (1 year) as follows:

- Group 2: 21 fences for an estimated total of 113,281 lineal feet

See Attachment D for the specific project numbers, acres per fence, approximate lineal footage, and district-submitted degree of difficulty (Moderate or Severe).

IV. GENERAL CONTRACT TASKS:

1. The contractor shall perform the required tasks in accordance with the terms, conditions, and criteria set forth in the attached:
 - Attachment A – Specification for **Woven Wire** Deer Fence Dismantling
2. The contractor shall collect and remove all materials brought onto the work site that becomes waste or any personal items inadvertently discarded by the contractor's workers.

V. COMMENCEMENT OF WORK:

1. The contractor should notify the intended district upon commencement of work to make arrangements for assistance in fence locating and reconnaissance.

Note: Work Orders from district staff that outline the required work will no longer be used.

Upon discussion with the district, terms such as the start date and site access will be mutually agreed upon.

2. The contractor will notify the Department representative no less than three days prior to the start of the dismantling of each fence.
3. Contractors will be required to have **completely dismantled half of the fences** on contract, regardless of lineal footage, by **December 31, 2016**.
4. All fence dismantle projects must be **completed in their entirety** by **June 30, 2017**.
5. The contractor may work at times other than the schedule of the Department's representative.
6. Inspections of finished fence dismantles will be handled by district staff upon completion of each fence project. The contractor may be present at these inspections upon request.

VI. LIQUIDATED DAMAGES:

If the contractor fails to complete the fence dismantling by either completion date (the halfway point or contract end date – refer to Section V for specifics), the contractor may be assessed a Liquidated Damage valued at 10% of the total cost of the entire project as bid.

Furthermore, if the contractor fails to complete the fence project by either deadline date, the Department representative can either:

1. Terminate the contractor from the project and request that another vendor completes the project, or

2. If more convenient, the Department representative can give the contractor a written extension, not to exceed 90 days and at the discretion of the Department, for the work to be completed.

If the time extension is granted and the contractor fails to complete the project within the allotted extension, the contractor will be terminated from the fence project.

In both cases of contract non-delivery, the contractor will be paid for services rendered less the Liquidated Damage valued at 10% of the total project cost. Furthermore, the contractor also may have to relinquish the required Performance Bond as outlined in Section VII.

VII. BONDS:

The contractor must furnish the Department with a performance bond in the form of a surety bond or letter of credit in the amount of **\$ 5,000.00**, payable to the Commonwealth of Pennsylvania. The performance security shall be conditioned upon the contractor's satisfactory performance of all services, covenants, and terms and conditions of this contract. The purchase order will not be issued until the performance security is furnished.

If the contractor is a corporation, the bond must be signed by the corporation president or vice-president (designate which one) and the corporation secretary or treasurer (designate which one). If the Contractor is not a corporation, the owner must sign the bond. The bonding company must be licensed to conduct business in Pennsylvania.

If the Contractor does not complete the contract as per the terms set forth, the performance security will be retained by the Commonwealth.

VIII. INSURANCE REQUIREMENTS:

The contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

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.

3. Automotive 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 Automobile Bodily Injury Insurance shall not be less than \$300,000 for injury to or death of persons in a single occurrence. The amount of Automobile Property Damage Insurance shall not be less than \$300,000 per occurrence. If the policy is issued for Bodily Injury and Property Damage combined, the amount shall not be less than \$600,000 per occurrence. Evidence of such coverage shall be required even though the Contractor claims to own no vehicles to be employed on the project.

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 of PA-DCNR" 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. These certificates shall include the location and a brief description of the work to be performed under the contract.

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.

IX. BID AWARD:

Bidder must complete and return the following:

1. The **electronic Invitation for Bid** to be found at www.pasupplierportal.state.pa.us,
2. A **properly executed Reciprocal Limitations Act form** that lists the state of manufacture for any supplies procured.

Bids will be awarded based on the lowest total price for fence dismantling. A contractor may bid on this specific contract in addition to other Woven Wire Deer Fence Dismantling contracts offered by the Commonwealth.

X. UNIT PRICE DETERMINATION:

There will be two separate unit prices included in the performance of this contract: Moderate and Severe.

When placing a bid for any linear feet denoted as "Severe," the contractor should calculate their unit price using the following possible percentage increase over the moderate unit price bid:

Severe – **up to a 15% increase** in the cost of the moderate unit price

Any bid responses for line items designated as "Severe" that exceed the potential 15% increase of the moderate unit price will be deemed nonresponsive.

The Department shall have final determination on the degree of difficulty for each project.

The unit price shall include all materials, labor, equipment, tools, insurance, and any other items necessary for completion of the project.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. The contractor shall be paid at the unit price bid for **actual** lineal feet dismantled per fence as measured by the Department. Quantity discrepancies will be handled on a case by case basis.

Note: The Department will only accept out to two (2) decimal points when entering your “Unit Price” figure.

XI. CONTRACT TERM:

The contract shall commence upon execution and receipt of the purchase order or June 1, 2016, whichever is later, and terminate June 30, 2017.

Further, the parties may mutually agree to renew this contract for two (2) additional, annual terms, with the final termination date of June 30, 2019, upon the same terms and conditions set forth in this original contract.

The Contractor may, upon renewal, increase the unit prices by a rate not to exceed 4%. The contractor shall provide written notification to the Department no later than September 30th of each subsequent year if they wish to renew and such increases are requested.

The written notification should be mailed or emailed to: Andrew Duncan, Bureau of Forestry, P.O. Box 8552, Harrisburg, PA 17105 or aduncan@pa.gov.

Should the contractor decide not to renew this contract, the contractor must notify the Department no later than September 30th of each subsequent year.

XII. CONTRACTOR QUALIFICATIONS:

The Department reserves the right to request previous work experience, references, equipment owned, and any other information deemed pertinent to determining the qualification of the contractor. Requests shall be made following the bid opening, but before contract award. The Department reserves the right to reject any or all bids.

XIII. PAYMENT PROCESS:

Work Orders will no longer be issued for fence dismantle projects.

Upon the completion of the work, the Department’s representative will carry out a site inspection to determine the quantity of fencing dismantled based upon careful measurement. The representative will approve any properly-completed work.

The Department’s representative will notify the contractor of the properly-completed projects. The contractor must then prepare an invoice and submit it for payment to the addresses listed in Section XV. The Department will then follow the Commonwealth’s standard procurement

policies for payment, including the submission of a Goods Receipt indicating that all work was completed as required.

XIV. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual services performed. Invoices may be submitted upon completion and approval of each fencing project.

XV. INVOICES:

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

All invoices for this contract MUST either be:

1. Mailed to the following address:

Commonwealth of PA – PO Invoice
PO Box 69180
Harrisburg PA 17106

2. Or for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

And a copy of the invoice MUST also be sent to:

Andrew Duncan
Bureau of Forestry
P.O. Box 8552
Harrisburg, PA 17105
717-783-7990
aduncan@pa.gov

All invoices MUST have the purchase order number, project number, as well as your SAP Vendor Number on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

XVI. 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 addressed properly and identified, or for any reason whatsoever.

XVII. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/. The bids will be posted within three (3) business days 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: Specifications for Woven Wire Deer Fence Dismantling

Attachment B: Statewide Forest District Map

Attachment C: Topographic Forest District Maps of Fence Locations

Attachment D: Project Specifics