

2023-2024

PENNSYLVANIA GAME COMMISSION
FORESTRY DIVISION

DEER DETERENT FENCE ENCLOSURE REMOVAL

GENERAL SPECIFICATIONS

I. SCOPE OF WORK:

- A. The Pennsylvania Game Commission, Bureau of Wildlife Habitat Management, Forestry Division, requires woven wire deer enclosure fence removal. Services shall include, but not be limited to, the furnishing of all labor, superintendence, tools, equipment, and materials removal for the dismantling of woven wire deer enclosure fence as per attached Fence Removal Specifications (Attachment 1).
- B. Any technical aspects of this bid, including order of fence removal should be directed to the Regional Forester as identified below. Administrative aspects of this bid should be directed to Paul Weiss, PA Game Commission Chief Forester, at telephone no. 717/787-4250 (x72039). Questions specific to the bidding process should be directed to the PGC Purchasing and Procurement Division at telephone no. 717/787-6594.

II. CONTRACT TASKS:

- A. Project Location(s):
 - 1. Approximately **65,994** linear feet perimeter of Woven Wire Fence on numerous blocks on the State Game Lands identified on the attached maps.
 - 2. Counties Included:
 - NC Region – Centre, Lycoming, Sullivan
 - NE Region - Lackawanna, Luzerne, Carbon, Wyoming
 - SC Region – Huntingdon, Somerset, Bedford

III. SITE INSPECTION AND ASSISTANCE:

An optional site inspection tour for each fence removal location is highly encouraged and may be conducted by contacting the Regional Forester to make an appointment:

Northcentral Region
Gary Glick, RF
PO Box 5038
Jersey Shore, PA 17740
570-398-4744

Northeast Region Warren
Harris, RF 3917 Memorial
Highway Dallas, PA
18612 570-675-1143

South Central Region
Roy Bucher, RF
8627 William Penn HWY
Huntingdon, PA 16652
814-643-1831

IV. CONTRACT REQUIREMENTS:

- A. The contractor agrees to comply with all items in Attachment 1, Fence Removal Specifications.

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 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.

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. BIDDING

- 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 **August 8, 2023 at 2:00 PM.**, at the Pennsylvania Game Commission, 2001 Elmerton Ave., Harrisburg, PA 17110-9797.

The *price per linear foot of fencing* 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.

Bidder may bid on all location sites; however, bid will be awarded on a line item basis.

VIII. 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 **\$2,500.00 per Line Item (Each Region is a Line Item)**.
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.

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:

- A. The contract term shall commence July 1, 2023 and terminate June 30, 2024. All work must be completed by the termination date.

XI. PAYMENT TERMS:

- A. Payment shall be on a reimbursement basis for actual linear feet removed as measured by a Forestry Division employee

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:

Paul Weiss
Chief, Forestry Division
Pennsylvania Game Commission
Bureau of Wildlife Habitat Management
2001 Elmerton Avenue
Harrisburg, PA 17110-9797

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 this information may result in a delay of payment.

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.

FENCE REMOVAL SPECIFICATIONS

A. WOVEN WIRE FENCE REMOVAL

1. All woven wire fence must be removed from all trees, posts, and supports.
2. All fence supports used to secure the wires to trees must be removed. All nails and staples used to fasten fence or fence supports to trees must be removed.
Nails/staples are not to be pounded into trees.
3. All free standing wooden posts, metal posts, or other supports must be **removed in their entirety**. If removing the entire post is not possible then they must be cut clean through with a chain saw flush to the ground.
4. All nails and staples used to fasten fence to wooden fence posts must be removed.
5. All walk-through and vehicle gates must be removed.
6. All signs must be removed.
7. Materials specified to be retained by the PGC will be placed as instructed by the Regional Forester.
8. All additional material not retained by PGC becomes the responsibility of the operator and must be completely removed from Pennsylvania Game Commission property and disposed of properly.

B. EROSION AND SEDIMENTATION CONTROL

1. Equipment will not be operated when ground conditions are such that excessive damage will result.
2. The contractor will be required to repair areas that become rutted due to work, install waterbars in areas that are of sufficient slope that erosion may occur.
3. All disturbed areas must be seeded with 15 pounds/acre of a mix consisting of 5 pounds Trophy Blend Deer Clover or White Clover with inoculant and 10 pounds redtop. In addition, 200 pounds/acre of 10/20/20 must be spread in areas to be seeded. Disturbed areas that may be prone to erosion and/or sedimentation along the fence line must be mulched with straw.

C. DEBRIS AND GARBAGE

1. The contractor will remove all trash and garbage generated during the completing of this contract. This is to include all materials generated from the removal of the fence and items generated from the personal use by the contractor's employees.

D. WORK SCHEDULE

1. The contractor will notify the Regional Forester as listed in the contract three days prior to the beginning of each fence removal project.
2. The contractor may work at times other than the schedule of the Regional Forester.
3. The contractor may be present at the final inspection.
4. The following are NON-WORK days for the contract period:
 - a. All Saturdays in the months of October, November, December, and January.
 - b. The opening day and all Saturdays during spring turkey season, including the youth day.
 - c. The four days of general statewide bear season
 - d. The entire statewide general firearms deer season.
 - e. The opening day of the flintlock muzzleloader season.

PGC 2023-2024 Deer Fence Removal

Line 1 - NC Region – 35,450 feet – 5 fences

Line 2 - SC Region – 10,666 feet – 2 fences

Line 3 - NE Region - 19,878 – 4 fences

Total – 65,994 linear feet – 11 fences

PGC FY 23 Woven Wire Fence Removal

Region	SGL	Project Name	Perimeter	Acres	Additional Instructions
NC	75	Flat Top - Block 1	5,780	22	Remove all man and vehicle gates
	75	Layton Draft	11,930	73	Remove all man and vehicle gates
	100	Buckshot Hollow	7,200	61	Remove all man and vehicle gates
	134	Range Resource	6,800	39	Remove all man and vehicle gates
	134	Duck Ponds	3,740	15	Remove all man and vehicle gates
Total	5		35,450	210	
SC	26	Iceman	6,745	51	2 truck gates. 4 man gates. Retain 400 feet up the upper section and put in area next to northern truck gate.
	99	Jacks Torch	3,921	17	1 truck gate. 4 man gates
Total	2		10,666	68	
NE	135	Ash Creek Final Fence	5,272	32	Contractor will remove all materials from gamelands.
	141	Carbon County Sportsman	2,651	9	Contractor will remove all materials from gamelands.
	57	Hells Kitchen	6,155	43	Contractor will remove all materials from gamelands.
	57	Hells Kitchen	5,800	49	Contractor will remove all materials from gamelands.
Total	4		19,878	133	
Total	0		0	0	
TOTAL	11		65,994	411	