

## STATEMENT OF WORK

### Deer Fencing – *Dismantling*

#### I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of Forestry, requires services for dismantling of woven wire deer fences, at specifically designated locations in various forest areas throughout the Commonwealth of Pennsylvania.

*This bid will result in multiple contracts. A contract will be awarded to the lowest bidder in each Group (groups listed below).* This contract will be on an “as needed” basis.

Any questions regarding the technical aspect of this bid should be directed to Brian Salvato at 814-364-5157. Questions regarding the bidding or contracting procedures should be directed to Nancy Weibley at 717-783-4884.

#### II. LOCATIONS:

Fencing project locations will be divided up into the following groups:

- **Group 1** - Forest Districts 8, 9, 10, 13, 14, 15
- **Group 2** - Forest Districts 1, 2, 3, 4, 5, 6
- **Group 3** - Forest Districts 7 + 12
- **Group 4** - Forest Districts 11, 16, 17, 18, 19, 20

(See attached Forest District Map for forest district locations.)

#### 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 the project will fall under by summing the level of difficulty within each condition for each project. The Department will adjust pricing in accordance with the degree of difficulty.

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

<u>CONDITIONS</u>	<u>LEVEL OR DEGREE OF DIFFICULTY</u>	<u>DESCRIPTION</u>
Access to Fence Site	0	Fence site adjacent to access road
	2	Fence site is within 500 ft. to access road
	4	Fence site is 501 ft. to 1,000' ft. from access road
	6	Fence site is more than 1,000 ft. from access road
Slope	3	More than half of fence perimeter on slope of less than 20%
	6	More than half of fence perimeter on slope of 20% to 35%
	9	More than half of fence perimeter on slope of more than 35%
Number of Fence Posts Dismantled	0	Less than 25% of fence supports are fence posts
	4	25% to 49% of fence supports are fence posts
	8	50% to 75% of fence supports are fence posts
	12	More than 75% of fence supports are fence posts
Number of trees to be removed from fence	0	Avg. of 1 tree or less per 1000 feet of fence
	4	Avg. of 1.1- 2.0 trees per 1000 feet of fence
	8	Avg. 2.1- 3.0 trees or more per 1000 feet of fence
	12	Avg. of more than 3.1 trees per 1000 feet of fence
Vegetation control.	0	Less than 10% of the fence entangled or overgrown with vegetation
	4	10%-30% of the fence entangled or overgrown with vegetation
	8	30-50% of the fence entangled or overgrown with vegetation
	12	Greater than 50% of the fence entangled or overgrown with vegetation

Fence Dismantling Classification - The degree of difficulty for fence dismantling will be based only on the degree of difficulty within the conditions of **access, slope, and number of fence posts dismantled, number of trees to be removed from fence, and vegetation control.**

- **Moderate** – If the summation of degrees of difficulty total **less than 24**, then the fence dismantling project will be classified as **Moderate**.
- **Severe** – If the summation of degrees of difficulty total **24 or more**, then the fence dismantling will be classified as **Severe**.

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

The Department estimates total fence dismantling during the initial contract term (1 year) of approximately the following lineal feet per Group:

<b>Group</b>	<b><u>Estimated Lineal Feet</u></b>
1	240,000 > (woven wire type fencing)
2	95,000 > (woven wire type fencing)
3	112,000 > (woven wire type fencing)
4	100,000 > (woven wire type fencing)

#### **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 - Specifications 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:**

- Notification of fence project work will begin with a Work Order Form (sample attached) submitted to the contractor by the appropriate forest district office. Prior to submitting the work order, the forest district **must** attempt to contact the contractor to negotiate terms such as the start date and completion date to be placed on the work order. **Also, contractors will be required to have completed half of the lineal footage estimated by June 30, 2015.**
- Upon notification, the contractor has 2 weeks to return a signed and dated copy of the Work Order Form to the Forest District to indicate acceptance of the work. If for any unforeseen circumstance the contractor cannot accept the work, the vendor must notify the Department in writing within the 2 week timeframe at which time the Department would have the right to offer the work to another awarded vendor in one of the other Groups, and that vendor would be paid the same unit price amount that the original awarded vendor had bid and would have received.
- All fence projects must be completed by the agreed date given on the Work Order, **and** half of the lineal footage estimated by June 30, 2015.
- Failure to complete fence project by either completion date can result in a 10% payment penalty. If the contractor fails to complete the fence project by either deadline date, the Department representative can either terminate the contractor from the fence project and request another contract vendor to complete the project or, if more convenient, the Department representative can give the contractor, in writing, an extension, at the discretion of the Department, for the work to be

completed. The contractor's failure to complete within the time extension can result in the contractor being terminated from the fence project. In both cases of contract non-delivery, the contractor will be paid for services rendered less the 10% payment penalty for completing the project late.

The contractor will notify the Department representative three days prior to beginning dismantling of each fence. The contractor may work at times other than the schedule of the Department representative. The contractor may be present at final inspection.

#### **Submission of Work Orders:**

The Work Order will be completed by the Department representative outlining project specifics, i.e. location, estimated lineal feet, degree of difficulty, etc. The contractor and the Department agrees to the work by signing and dating the Work Order where indicated. Upon completion of the work, the Department representative will determine the exact quantity of fencing dismantled based upon actual measurement, and approve work as completed. The contractor and the Department shall approve the Work Order as completed and the vendor will submit the invoice based on approved Work Order.

#### **VI. BONDS:**

The successful bidder shall furnish to the Department, upon notification of award of the contract, a Performance Security Bond in the amount of \$5,000. The performance security shall be conditioned upon the contractor's satisfactory performance of all services, covenants, and terms and conditions of this contract.

The security shall be in a form satisfactory to the Department and shall be either an Irrevocable Letter of Credit or a Surety Bond. If a surety bond is submitted, it shall be executed by the contractor and a corporate surety which is licensed to transact such business in the Commonwealth and certified by the Department as an acceptable surety on bonds.

#### **VII. INSURANCE REQUIREMENTS:**

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

- a. **Workmen's Compensation Insurance** sufficient to cover all of the employees of contractor working to fulfill this contract.
- b. **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 Contactor, 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.

c. **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 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.

#### **VIII. BID AWARD:**

Bids will be awarded based on lowest total price for fence dismantling per Group. A Contractor may bid on any one or more, or all, of Groups 1 through 4 of the Woven Wire Deer Fence Dismantling.

The unit price bid shall be based on what the Department determines as "**moderate**." Dismantling required on "Severe" will be paid at the following percentage increase over the moderate unit price. The Department shall have final determination on degree of difficulty.

Severe - 15% **over** moderate base bid

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 as measured by the Department and as approved on the Work Order. The unit price shall include all materials, labor, equipment, tools, insurance, and any other items necessary for completion of the project.

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

#### **IX. CONTRACT TERM:**

The contract shall commence upon execution and receipt of the purchase order and Notice to Proceed notification, or January 1, 2015, whichever is later, and terminate December 31, 2015.

#### **X. CONTRACTOR QUALIFICATIONS:**

The Department reserves the right to request previous work experience, references, equipment owned, etc., to establish Contractor qualifications. Requests shall be made following the bid opening and before contract award. The Department reserves the right to reject any or all bids.

**XI. PAYMENT TERMS:**

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

**XII. INVOICES:**

All invoices for this contract MUST be sent to the following address:

Commonwealth of PA – PO Invoice  
P.O. Box 69180  
Harrisburg, PA 17106

All invoices MUST have the contract number, as well as vendor's SAP Vendor Number on the invoice. Failure to provide this information will result in delay of your payment.

A copy of each invoice must also be sent to Brian Salvato at the following address:

Brian Salvato  
137 Penn Nursery Rd.  
Spring Mills, PA 16875

**XIII. RECEIPT AND OPENING OF BIDS:**

- a. 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.
- b. No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

**XIV. BID RESULTS:**

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/>. The bids will be posted the morning 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**

#### **DISMANTLING - WOVEN WIRE DEER FENCE**

1. Remove fence from all trees, posts, or supports.
2. All fence 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 fence supports will be removed.
4. All nails and staples used to fasten fence or fence 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 Department representative will be delivered to a site designated by the Department representative for salvage or reuse by the Department.
8. All unusable materials are to be removed from the site and properly disposed of by the contractor at the contractor's expense.
9. All materials brought to the work site by the contractor and which become waste associated with the dismantling of fences, or any personal items inadvertently discarded by the contractor's employees, will be collected and removed from the site at the contractor's 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 expense of the contractor.
11. All labor, equipment, tools, etc., needed to complete contracted project are to be provided by the contractor.

**WORK ORDER**

FENCE DISMANTLING CONTRACT

PROJECT # \_\_\_\_\_

Purchase Order # \_\_\_\_\_

PROJECT MAY BE STARTED BY: \_\_\_\_\_ PROJECT MUST BE COMPLETED BY: \_\_\_\_\_

*The District Forester, or his representative, retains the right to approve changes, including extensions to this work, in accordance with Commonwealth of Pennsylvania Standard Terms and Conditions for Services (STD-274, Rev.5/07/04) Paragraph 29 as referenced in the above listed contract. Any changes to the work order must be approved in writing.*

**DCNR – FORESTRY**

Forest District \_\_\_\_\_

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Phone No: \_\_\_\_\_

Date Submitted to Vendor: \_\_\_\_\_

Estimated Cost: \_\_\_\_\_

**TASK: Dismantling**

Type of Fence: Woven Wire  Estimated Lin. Feet: \_\_\_\_\_

Degree of Difficulty - Moderate   
Severe

Cost per Lin. Foot: \_\_\_\_\_

Total Acreage: \_\_\_\_\_

Degree of Difficulty: \_\_\_\_\_

Contractor/DCNR Agreement - Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- DCNR Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Task Description: (Topo map attached with project area clearly designated.)  
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Date Project Started: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Actual Lin. Ft.: \_\_\_\_\_

Actual Cost: \_\_\_\_\_ Total Man Hours Required to Dismantle Fence: \_\_\_\_\_

Vendor Responses/Comments:

DCNR Responses/Comments:

DCNR Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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