

STATEMENT OF WORK

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES BUREAU OF FORESTRY

DEER FENCE DISMANTLING CONTRACT GROUP 3 (FOREST DISTRICTS 1, 2, 3)

9 FENCES, ESTIMATED TOTAL: 47,500 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, and 3.

Any questions regarding the technical aspect of this bid should be directed to Andrew Duncan at (717) 783-7990 or aduncan@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Sherri Dornes at (717) 783-4884 or sdornes@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 or nmishler@pa.gov
- Buchanan State Forest (District 2): Karli Naugle, Assistant District Forester, (717) 485-3148 or kanaugle@pa.gov
- Tuscarora State Forest (District 3): Steve Wacker, Assistant District Forester, (717) 536-3191 or swacker@pa.gov

II. LOCATIONS:

Fence Dismantle projects are located in Forest Districts 1, 2, and 3 (See Attachment B, Statewide Forest District Map).

The exact Fence Dismantle locations within each district are detailed via topographic 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 contract term (1 year) as follows:

- Forest Districts 1, 2, and 3: 9 fences for an estimated total of 47,500 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. SITE INSPECTION:

No mandatory site inspection will be conducted prior to the bid opening. All prospective bidders are encouraged to visit multiple sites prior to bidding to best determine means and costs of dismantling woven wire deer fences in the woods, as per specifications attached to this Statement of Work. Forest Districts 1, 2, and 3 staff can assist prospective bidders in locating and viewing several project sites to determine the above, as well as assessment of topography, site challenges, Department rated Severity ratings, and help to inform bidders in making an appropriate bid for all projects.

V. GENERAL CONTRACT TASKS:

- A. 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
- B. 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.

VI. COMMENCEMENT OF WORK:

- A. 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.

- B. The contractor will notify the Department representative no less than three days prior to the start of the dismantling of each fence.
- C. Contractors will be required to have **completely dismantled half of the fences (5 fences)** on contract, regardless of lineal footage, by **June 30, 2019**. **This requirement may be waived due to weather related events or otherwise at the sole discretion of the Department.**
- D. All fence dismantle projects must be **completed in their entirety** by December 31, 2019.

- E. The contractor may work at times other than the schedule of the Department's representative.
- F. 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. The contractor must notify district staff of completion in order to arrange an inspection. All materials involving the fence dismantle must be removed from each project location before the project is considered complete.

VII. 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 VI 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:

- A. Terminate the contractor from the project and request that another vendor completes the project, or
- B. If more convenient, approaching the contract end date, 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. Contractor must request the extension a minimum of 6 weeks prior to contract end date.

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 VIII.

VIII. BONDS:

The contractor must furnish the Department with a performance security in the amount of **\$5,000.00**. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit, a certificate of deposit, a certified check, or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania." 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 satisfactorily comply with the terms of the contract, the Commonwealth will retain all or apportion of the security pending the specific circumstances of the default.

IX. INSURANCE REQUIREMENTS:

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

- A. **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.

- 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 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 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 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.

X. BID AWARD:

Bidder must complete and return the following:

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,

- B. A 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 shall render your submission non-responsive.

- C. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.

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

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

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.

Please note that the Department will only accept out to two (2) decimal points when entering pricing.

XI. 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.

XII. CONTRACT TERM:

The contract shall commence upon execution and receipt of the purchase order and terminate December 31, 2019. This is a one (1) year contract, therefore no renewals will be permitted.

XIII. CONTRACTOR QUALIFICATIONS:

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 may submit a response to this IFB.

Your self-certification form from the Department of General Services should 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) shall 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.

XIV. References:

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 fences at a rate of ten (10) fences per calendar year.

The bidder may already have one or more contract areas with the Department. If the bidder has one or more contracts, he/she must be able to perform all the work associated with said contracts in the required time frame.

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.

XV. PAYMENT PROCESS:

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.

XVI. PAYMENT TERMS:

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

XVII. INVOICES:

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

All invoices for this contract MUST either be

- A. Emailed to the following for a Paperless Email Invoice Option:

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

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

B. Or mailed to the following address:

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

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.

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.

XVIII. 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.

XIX. BID RESULTS:

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. 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 purchase order.

Attachments:

Attachment A: Specifications for Woven Wire Deer Fence Dismantling
Attachment B: Statewide Forest District Map
Attachment C: Topographic Maps of Fence Locations per Forest District
Attachment D: Fence Dismantle Project Specifics and Severity