

STATEMENT OF WORK

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF FORESTRY**

2019 WOVEN WIRE DEER FENCING INSTALLATION CONTRACT

Group IV Forest Districts 11, 17, 18, 19

A. SCOPE OF WORK:

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

All materials will be supplied by the awarded vendor. New materials must be used in fence construction.

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.

B. LOCATIONS AND FOREST DISTRICT CONTACTS:

Fencing project locations and contacts (See Attachment A: Forest District Map for the addresses and locations) for the following forest districts shown below:

- **Forest District 11 – Pinchot State Forest, Nate Fice, Assistant District Forester, (570) 945-7133**
- **Forest District 17 - William Penn, Rick Hartlieb, Assistant District Forester, (610) 582-9660**
- **Forest District 18 – Rothrock State Forest, Dave Yeager, Assistant District Forester, (814) 643-2340 or dyeager@pa.gov**
- **Forest District 19 – Bald Eagle State Forest, Mike Becker, Forester, (570) 922-3344 or mibecker@pa.gov**

C. INSTALLATION DEGREE OF DIFFICULTY RATINGS:

Fence installation projects will be broken down by degree of difficulty into the following two (2) categories: Moderate and Severe.

- **Moderate** – If the summation of degrees of difficulty are **less than 30**, then the fence installation project will be classified as **Moderate**.
- **Severe** – If the summation of degrees of difficulty total **30 or more**, then the fence installation project will be classified as **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.

Any disputes the contractor may have regarding fence Severity ratings should be brought to the attention of the Department representative prior to fence construction activities. Severity ratings will not be changed by the Department once construction begins. The Department reserves the right to make final Severity determinations.

The **degree of difficulty of fence installation** will be based on the evaluation of all of the below conditions:

CONDITIONS	LEVEL OR DEGREE OF DIFFICULTY	DESCRIPTION
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 1000 ft. from access road
	6	Fence site is more than 1,000 ft. from access road
Slope	5	More than half of fence perimeter on slope of less than 20%
	10	More than half of fence perimeter on slope of 20% to 35%
	15	More than half of fence perimeter on slope of more than 35%
Number of Fence Posts Installed	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
Hazardous Tree Removal	0	Less than 10 hazard trees removed per 1,000' of fence
	1	10-15 hazard trees removed per 1,000' of fence
	2	16-20 hazard trees removed per 1000' of fence
	3	More than 20 hazard trees removed per 1000' of fence
Right-of-Way Clearing	0	No large or intermediate sized rocks/logs/stumps to be moved in fence right-of-way
	10	Large and intermediate sized rocks/logs/stumps required to be removed from 1% to 15% of fence right-of-way perimeter
	15	Large and intermediate sized rocks/logs/stumps required to be removed from 16% to 30% of fence right-of-way perimeter
	20	Large and intermediate sized rocks/logs/stumps required to be removed from more than 31% of fence right-of-way perimeter

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 installation during the initial contract term (1 year) of approximately the following numbers of fences and associated total lineal feet:

4 fences, 25,400 lineal feet Woven Wire Deer Fencing.

Estimates of additional fences and lineal footage will be provided for subsequent years.

D. GENERAL CONTRACT TASKS:

1. The contractor shall perform the required tasks in accordance with the terms, conditions, and criteria set forth in the "Specifications for Woven-Wire Deer Fence Installation" Attachment B.
2. The fence line shall be flagged or painted by DCNR representatives prior to installation.
3. The contractor shall collect and remove all materials brought onto the work site which become wastes such as containers, wrappers, sections of cut-off posts, and other items associated with installation of the fence, or any personal items inadvertently discarded by the contractor's workers.

E. 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 may 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 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.

2. The contractor must have sufficient fence crew(s) to complete services required under this contract. A fence crew is defined as a minimum of 2-3 labors, with necessary fencing tools, supplies and equipment to independently complete a fence project within a normal completion time. Contractor must have one (1) fence crew for each successfully bid installation contract. If during the contract period, the contractor goes below the required fence crew number, the contractor will be removed from a contract at the discretion of the Department representative, until such time as the necessary fence crew number is restored.

F. CONTRACTOR 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 year as proof of qualifications to perform the work involved in this contract. Similar work is defined as installation 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 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.

G. COMMENCEMENT OF WORK AND SITE INSPECTION:

1. The fencing project work will begin with a Work Order Form (Attachment C Sample). The Work Order Form will be completed by the Department representative of the appropriate forest district office

outlining project specifics: i.e. location, estimated lineal feet, degree of difficulty, number and types of gates, etc. The appropriate forest district will attempt to contact the contractor to negotiate such as the start date and completion date to be placed on the work order. The Work Order will be given to the contractor for review.

2. Upon receipt of the Work Order Form the contractor has two (2) weeks to accompany the Department representative on an optional initial site visit for the fence project, and return a signed dated copy of the Work Order Form to the Forest District to indicate acceptance of the work and project completion date.

If for any unforeseen circumstance the contractor cannot accept the work, the vendor must notify the Department in writing within the two (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 Installation Groups, and that vendor would be paid the unit price amount that the second vendor is currently receiving for work in the other work group(s).

3. The contractor will notify the Department representative three (3) days prior to beginning construction 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.

4. Upon completion, the Department representative will perform a final inspection to determine the exact quantity of fencing installed based upon actual measurement, and approve work as completed. The contractor and the Department representative must approve (via signature date by both parties) the Work Order as completed and submit invoice based on approved Work Order.

H. BONDS:

The contractor must furnish the Department with a performance security in the amount of **\$10,000.00**. 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 a portion of the security pending the specific circumstances of the default.

I. LIQUIDATED DAMAGES:

At the discretion of the Department, Liquidated Damages may be assessed if the contractor fails to meet the terms of the contract.

1. **Work Order Completion Failure:** If the contractor fails to meet a project completion date as agreed upon on each Work Order, liquidated damages may be assessed at a daily rate until the required service is completed as described in Section G.

The liquidated damage may be levied according to the following formula:

\$100.00 per day	multiplied by	Number of day(s) work is incomplete	=	Total amount of Liquidated Damages deducted from the Performance Bond
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Note that work is deemed incomplete until a final site inspection by the Department representative and the Work Order is signed and dated by both the Department Representative and contractor to indicate satisfactory completion. A partial day of incompleteness will be counted as one (1) full day of liquidated damages.

2. **Purchase Order Completion Failure:** If the contractor fails to complete the fence project by the termination date of March 31, 2020, the Department representative may assess a Liquidated Damage equal to all or a portion of the \$10,000 Performance Bond as required in Section I.

The Department may, at their discretion, give the contractor a written extension, not to exceed three (3) months, for the work to be completed. An extension will only be granted unless 75% of the project (defined as 6 fences) are satisfactorily completed.

Should an extension be granted, the liquidated damage equal to all or a portion of the \$10,000 Performance Bond may still be assessed.

Should the contractor fail to complete the project after the extension is granted, any value remaining on the \$10,000 Performance Bond (if the full bond was not already retained) may be taken.

J. INSURANCE REQUIREMENTS:

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

1. **Workmen's Compensation Insurance** sufficient to cover all of the employees of contractor working to fulfill this contract.
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 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.

K. UNIT PRICE DETERMINATION:

There will be two separate unit prices included in the performance of this contract: Moderate and Severe. The Department shall have the final determination on degree of difficulty.

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.

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

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

The bid will be awarded based on the total sum of all blocks as indicated on the IFB-Invitation for Bids.

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 installed as measured by the Department and as approved on the Work Order.

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

M. CONTRACT TERM AND RENEWAL:

The contract shall commence April 1, 2019 and terminate March 31, 2020.

This contract must be started within one (1) month from the date the purchase order is issued. If the contract is not started within one (1) month after the purchase order is issued, the vendor will forfeit the contract.

If site conditions, as determined by the Department, are unfavorable to proceed, the start may be delayed. Work must then commence within ten (10) days of the onset of favorable conditions, as determined by the Department.

The start date may also be postponed, at the discretion of the Department, if the contractor is actively working on another Bureau of Forestry Regeneration Fund Contract.

Further, the parties may mutually agree to renew this contract for four (4) additional annual terms, with the final termination date of March 31, 2024, upon the same terms and conditions set forth in the contract. The Department, based on past contractor performance, may negotiate an increase in the unit price(s) by a rate not to exceed 4%.

The Department will reach out to the Contractor no later than November 30 prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than December 31 prior to the termination date. The renewal notice should be mailed, emailed, or faxed to:

DCNR Bureau of Forestry – Silviculture Section
Attn: Andrew Duncan
400 Market Street
RCSOB 6th Floor
Harrisburg, PA 17105-8552
Email: aduncan@pa.gov
Fax Number: 717-783-5109

N. 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.

O. 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 address 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, please visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>

- B. Or mailed to the following physical address:

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

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

DCNR Bureau of Forestry - Silviculture Section
Attn: Andrew Duncan
400 Market St. RCSOB 6th floor

Harrisburg, PA 17105-8552
OR
aduncan@pa.gov

All invoices MUST have the Purchase Order Number as well as your SAP vendor number. 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 please 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

P. 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.

Q. 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: Forest District Map/Contacts

Attachment B: Specifications and Guidelines, Installation, Woven-Wire Deer Fence

Attachment C: Work Order Form, Fence Installation Contract