

STATEMENT OF WORK

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of Forestry
Office of Parks and Forestry
Moshannon State Forest

DEER EXCLOSURE INSTALLATION CONTRACT
One Exclosure, Estimated Total: 6,641 lineal feet
Forest District 9

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, requires services for installation of woven wire deer exclosure at Forest District 9.

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

Any questions regarding the technical aspect of this bid should be directed to Brian Salvato at 814-765-0821 or bsalvato@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Carol Durham at 717-783-3309 or cdurham@pa.gov. (Procurement Contact).

II. LOCATION:

Forest District 9 is easily located by referring to the Statewide Forest District Map. (See Attachment A)

The exact exclosure Install location is detailed via topographic map in Attachment B, which allows prospective bidders to identify and estimate costs before submitting final bid.

Forest District public use maps are available at the district offices upon request.

III. SITE INSPECTION:

A site visit is not mandatory. However, it is strongly recommended for vendors to assess topography, hazards, block acreage, vegetation, and other items.

A site tour will be conducted on **Wednesday, January 15, 2020**. Prospective bidders should meet at the Moshannon State Forest District Office at 9:00 AM. Interested vendors should contact Brian Salvato at 814-765-0821 for additional information or directions.

IV. INSTALLATION DEGREE OF DIFFICULTY RATINGS:

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

The Department has determine that degree of difficulty for this project fall under **Moderate** which was done by summing the level of difficulty within each condition for this project.

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

CONDITIONS	LEVEL OR DEGREE OF DIFFICULTY	DESCRIPTION
Access to Enclosure Site	0	Enclosure site adjacent to access road
	2	Enclosure site is within 500 ft. to access road
	4	Enclosure site is 501 ft. to 1,000 ft. from access road
	6	Enclosure site is more than 1,000 ft. from access road
Slope	5	More than half of enclosure perimeter is on a slope of less than 20%
	10	More than half of enclosure perimeter is on a slope of 20% to 35%
	15	More than half of enclosure perimeter is on a slope of more than 35%
Number of Enclosure Posts Installed	0	Less than 25% of enclosure supports are enclosure posts
	4	25% to 49% of enclosure supports are enclosure posts
	8	50% to 75% of enclosure supports are enclosure posts
	12	More than 75% of enclosure supports are enclosure posts
Hazardous Tree Removal	0	Less than 10 tree per 1,000 feet of enclosure
	1	10 to 15 trees per 1,000 feet of enclosure
	2	16 to 20 trees per 1,000 feet of enclosure
	3	More than 20 trees per 1,000 feet of enclosure
Right-of-Way Clearing	0	No large or intermediate sized rocks/logs/stumps to be moved in enclosure right-of-way
	10	Large and intermediate sized rocks/logs/stumps required to be removed from 1% to 15% of enclosure right-of-way perimeter
	15	Large and intermediate sized rocks/logs/stumps required to be removed from 16% to 30% of enclosure right-of-way perimeter
	20	Large and intermediate sized rocks/logs/stumps required to be removed from more than 31% of enclosure right-of-way perimeter

V. GENERAL CONTRACT TASKS:

The Department estimates the total installation during the contract term: **One (1) Enclosure, 6,641 lineal feet Woven Wire Deer Enclosure.**

- A. The contractor shall perform the required tasks in accordance with the terms, conditions, and criteria set forth in the "Specifications for Woven-Wire Deer Enclosure Installation". (See Attachment C)
- B. The enclosure line shall be flagged or painted by DCNR representatives prior to installation.
- C. 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 enclosure, or any personal items inadvertently discarded by the contractor's workers.

VI. CONTRACTOR QUALIFICATIONS:

- A. 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.

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

VII. COMMENCEMENT OF WORK AND INSPECTION OF PROJECT:

- A. The contractor will notify the Department representative three (3) days prior to beginning construction of enclosure project.
- B. The contractor may work at times other than the schedule of the Department representative. The contractor may be present at final inspection.
- C. Upon completion, the Department representative will perform a final inspection to determine the exact quantity of enclosure installed based upon actual measurements and approve work as completed. The contractor and the Department representative must unanimously concur on the actual measurements and submit invoice.

VIII. LIQUIDATED DAMAGES:

Purchase Order Completion Failure: If the contractor fails to complete the enclosure project by the termination date of August 31, 2020, the Department representative may assess a Liquidated Damage equal to all or a portion of the \$5,000 Performance Bond as required in Section IX.

The Department may, at their discretion, give the contractor a written extension, not to exceed 90 days, for the work to be completed.

Should the contractor fail to complete the project after the extension is granted, the \$5,000 Performance Bond shall be taken.

IX. BONDS:

The Contractor is required to submit 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 or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania". All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

Original performance security should be mailed to the Procurement Contact located at:

FedEX, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Carol Durham 400 Market Street, 7 th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Carol Durham PO Box 8769 Harrisburg, PA 17105-8769
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The purchase order will not be issued until the performance security is furnished.

X. 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 Contractor 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 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 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.

A copy of the insurance certificates can be mailed to the Purchasing Contact as directed in Section IX. Performance Bond or they can be emailed to the Procurement Contact at: cdurham@pa.gov.

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

The unit price shall include all materials, labor, equipment, tools, insurance, and any other items necessary for completion of the project. The Department shall have final determination on the degree of difficulty.

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 enclosure 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 your pricing.

XII. CONTRACT TERM:

The contract shall commence upon execution and receipt of the purchase order and terminate August 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.

XIII. 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 previous exclosure installation in size and environment/surroundings.

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.

The start date may also be postponed, at the discretion of the Department, if the contractor is actively working on another Bureau of Forestry exclosure installation contract.

XV. PAYMENT TERMS:

Payment shall be on a reimbursement basis for actual services performed. Invoices may be submitted upon completed and Departments approval of installation of exclosure.

XVI. INVOICES:

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

All invoices for this contract MUST either be:

- A. 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>.

- B. 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:

DCNR Bureau of Forestry - Silviculture Section
Attn: Brian Salvato
3372 State Park Road
Penfield PA 15849
OR
bsalvato@pa.gov

All invoices MUST have the purchase order 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.

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

XVIII. 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 the purchase order.

Attachment A: Statewide Forest District Map

Attachment B: Topographic Maps of Exclosure Locations

Attachment C: Specifications for Woven Wire Deer Exclosure Installation