

## STATEMENT OF WORK

### Heavy Equipment Rental and Skilled Operator Sixty (60) Mile Stretch of the Delaware Canal (NORTHAMPTON AND BUCKS COUNTIES)

Commonwealth of Pennsylvania  
Department of Conservation and Natural Resources  
Delaware Canal State Park/Ralph Stover State Park

#### I. SCOPE OF WORK

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, Bureau of State Parks, Delaware Canal and Ralph Stover State Parks, require an hourly, heavy equipment with skilled operator rental contract to perform maintenance services on an “as needed” basis along the sixty (60) mile stretch of the Delaware Canal from Easton, Pennsylvania to Bristol, Pennsylvania.

#### **Equipment/Operator hourly rental to include:**

- Operator & Cat 325 Excavator
- Operator & Five (5) Tri-Axle Trucks (maximum of 5 trucks) – Unit price is to be total per hour price for five (5) tri-axle trucks
- Operator & L.G.P. D-4 Dozer
- Operator & Tractor with minimum thirty (30) ton trailer
- Operator & Bomag 213 Roller
- Operator & Single Axle Dump Truck with 10-Ton Tagalong Trailer
- Operator & Cat 318
- Operator & Cat 983 Track Loader
- Operator & John Deere 610 Backhoe w/4-Wheel Drive Extendahoe
- Operator & Case TR 270 Skidsteer
- Two (2) Yamaha 6” Portable Pumps

#### **As needed maintenance and repair service work may include, but are not limited to:**

- Dredging activities
- Reconstructing structure failures (i.e. stone walls, aqueducts, waste gates, locks, bridges)
- Gravel bar removal
- Repairing tow-path along the sixty (60) mile stretch of the Canal
- Removing fallen trees from the canal and tow-path, resulting from storm damage or for other non-routine reasons
- Relining of the Canal with Bentomat and/or clay, as provided by the Department

*The Contract will cover the entire sixty (60) mile service area from Easton, Northampton County through Bristol, Bucks County.*

Questions regarding the technical aspects of this bid should be directed to Brian Heath, Park Operations Manager, at (610) 982-5560. Questions regarding the bidding or contracting procedures should be directed to Jody Russell at 717-783-2566 or [jorussell@pa.gov](mailto:jorussell@pa.gov).

## II. CONTRACT TASKS AND PROGRESS MONITORING

Contract tasks will include, but not be limited to, equipment and skilled operator rental for the purposes of the maintenance services as listed in Part I: SCOPE OF WORK.

Any alternative equipment proposed by bidding vendor will be evaluated by the Department to ensure it meets or exceeds capability to complete contracted tasks. The Department's representative will notify the contractor of the services required and the location of the project. The Contractor will ensure that a skilled operator is provided to operate the necessary equipment to complete the required task. These services will be on a "as needed" basis.

The Department may, as deemed necessary, schedule a performance review meeting via phone, email, or field visit. If such a meeting is requested by the Department, attendance is mandatory for the contractor. Contract progress, challenges, remaining work, potential performance concerns, and other related business may be discussed at the meeting. Follow-up progress meetings may also be required. If performance concerns persist after the meeting, the Department may input the contractor into the Contractor Responsibility Program and terminate the contract.

## III. CONTRACTOR QUALIFICATIONS

All operators must be licensed in the appropriate class to operate the equipment and have a current and valid license issued by the Commonwealth of PA's Department of Transportation.

Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment, and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal, or quote. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission non-responsive.

## IV. INSURANCE REQUIREMENTS

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

- a. **Workmen's Compensation Insurance** for all 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 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 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 coverages 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. A copy of the insurance certificates must be emailed to the Procurement Contact at: [jorussell@pa.gov](mailto:jorussell@pa.gov).

#### **V. CONTRACT TERM**

The contract will commence on July 1, 2024, and terminate June 30, 2025.

Further, parties may agree to renew this contract for up to four (4) additional consecutive annual terms, with the final termination date of June 30, 2029, upon the same terms and conditions set forth in the contract. Upon renewal, the Department based on past contractor performance, may negotiate an increase in the unit prices by a rate not to exceed 5%.

The Department will reach out to the Contractor no later than February 28 prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor will provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than March 31 prior to the termination date. The renewal notices should be sent to:

Delaware Canal State Park  
Attn: Park Manager  
11 Lodi Hill Road  
Upper Black Eddy, PA 18972-9540.

#### **VI. BID AWARD**

Bidder must complete and return the following:

- A. The electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us).
- B. A properly executed Reciprocal Limitations Act form that lists the state of manufacture of any supplies procured.
- C. A properly executed Worker Protection and Investment Certification Form.

The contract quantities herein are estimated only, and may increase or decrease depending upon the needs of the Department. The contractor will be paid at the unit price for actual work performed.

The bid will be awarded based on the total sum.

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

## **VII. CONTRACTOR REFERENCES**

After the bid opening, and prior to awarding of the contract, the Department has the right to request references (name, address, telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work would be described as the skilled and experienced operating of all types of heavy equipment listed in this Statement of Work.

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.

## **VIII. PAYMENT**

Payment will be upon satisfactory completion of work and receipt of invoice for each individual project.

This contract will be paid by Automated Clearing House (ACH,) commonly referred to as direct deposit. Contractor should review Section V.22 CONTRACT – 016.2 Payment – Electronic Funds Transfer of the Commonwealth’s Terms and Conditions for complete details and the contractor’s responsibility.

## **IX. INVOICES**

Invoice format must be in accordance with the IFB – Invitation for Bid. All invoices for this contract MUST be:

- A. Emailed to the following for a Paperless Email Invoice Option:  
Email a copy of the correctly executed invoice to: [69180@pa.gov](mailto:69180@pa.gov)

For information on the Commonwealth’s 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

All invoices **MUST** contain the purchase order number, as well as vendor's SAP Vendor Number. The name and address listed on the purchase order must also be the same as reflected on the invoices(s). *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.

**X. SERVICE SLIPS (Invoice Requirement)**

To insure prompt payment, the Contractor **must** provide a service slip to the Park Office after each service. The service slip must show location, equipment, and hours worked.

**XI. RECEIPT AND OPENING OF BIDS**

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, emailed, and mailed bids will not be accepted.

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

**XII. BID RESULTS**

Bidder can obtain bid results by accessing [www.emarketplace.state.pa.us/bidtabs.aspx](http://www.emarketplace.state.pa.us/bidtabs.aspx). The bid results will be posted as soon as practicable. The results are the apparent bidders, and all bids are under review until final award of the purchase order.