

SPECIFICATIONS

I. SCOPE OF WORK

This agreement is for furnishing all necessary labor and equipment, on an "on-call" basis, to pump sludge from the clarifier (including laborer for handling vacuum hose) at the Toby Creek Acid Mine Drainage Treatment Plant, Dagus Mines, Elk County and dispose of sludge into the Brandy Camp Treatment Plant Sludge Disposal Borehole (approximately seven and one half (7.5) miles away) in accordance with the terms of this bid proposal. (See Attachment B1 for an aerial view of the Toby Creek AMD Treatment Plant and Attachment B2 for a map of the Brandy Camp Borehole location.) The Department reserves the right to substitute an alternate sludge disposal site in close proximity to the Brandy Camp location, if needed. All work shall be scheduled as needed and conducted as directed by the Department's Representative.

Questions regarding the technical aspects of this bid should be directed to Craig Treese, Planning, Development and AMD Operations Unit, at 814-232-7113. Questions regarding the bidding or contracting procedures should be directed to Carol Layo at 814-472-1811.

II. CONTRACT TASKS

The Department's Representative shall notify the Contractor of the services required, including date and time. When so requested, the Contractor shall provide service within ten (10) days and shall complete the service within ten (10) calendar days. This service will be on an as needed basis and include the following:

- A. Laborer(s)
- B. Necessary equipment to pump and dispose of sludge

The Contractor shall perform the service while the plant maintains treatment operations.

The Contractor will be required to submit to the Department a sludge pumping procedure plan outlining the equipment used and the procedure employed to pump sludge from the clarifier. After all sludge has been disposed of, the borehole shall be flushed with a minimum of 3,000 gallons of clean water.

III. EQUIPMENT

The Contractor hereby covenants, contracts, and agrees to furnish all necessary labor, tools and equipment, and to perform all the work and labor required herein in an expeditious, substantial, and workmanlike manner in accordance with the bid proposal and all pertinent documents found in the agreement.

Repairs and replacements shall be made by the Contractor at his expense and shall be made with a minimum of time lost.

Time lost due to breakdown or replacement of parts shall not be considered as basis for payment.

The Department reserves the right to reject any item of equipment when, in the opinion of the Department's Representative, the item is not in satisfactory operating condition.

IV. 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. Comprehensive General 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 bodily injury insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.
- 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 bodily injury insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.

The required insurances shall be of the Contractual Liability type and the named insured shall include the Commonwealth of Pennsylvania. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to the work under this Contract. The Contractor must provide the Commonwealth with current certificates of Insurance. These Certificates shall contain a provision that coverage afforded under the policy shall not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

V. BID AWARD

Bid award to include pumping approximately 500,000 gallons of estimated five (5) percent solids sludge from the clarifier basin to a predetermined site approximately seven and one half (7.5) miles away. Pumping is estimated to occur once per contract year.

Contract will be awarded to the lowest responsive and responsible bidder meeting all requirements. Bidder must bid on all line items.

DEP is not responsible for the maintenance of the eMarketplace website.

The Department of General Services Supplier Service Center is available to assist vendors with registration, bidding and account management. For questions regarding registration help, send an email to RA-PSC_Supplier_Requests@pa.gov or call (877) 435-7363, choose Option 1. For questions regarding bidding help, send an email to srmhelp@pa.gov or call (877) 435-7363, choose Option 2.

DEP is not responsible for the support or functionality of any DGS website.

All bids shall be submitted electronically ONLY before closing date and time.

Bid Closing date and time: 2:00 PM, Thursday, May 19, 2022.

VI. CONTRACT REQUIREMENTS

The Contractor agrees to comply with Attachment A – Federal Requirements.

Note: Percent solids and sludge gallon quantities herein are for informational purposes only. Site visit by Contractor is required prior to bidding on the Contract. Please contact Mike King at 814-421-5590 or Craig Treese at 814-232-7113 for date and time of site visit. Failure to attend a site visit prior to bidding shall cause your bid to be rejected as nonresponsive.

VII. CONTRACTOR QUALIFICATIONS

After bid opening and prior to award, the Contractor shall provide documentation of experience in providing the specified services in the scope of work. The Department reserves the right to review this documentation and request three (3) references to verify Contractor's experience and qualifications.

VIII. SAFETY/COMPLIANCE

All work under the contract shall be performed in accordance with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

IX. CONTRACT QUANTITIES

The Contract quantities herein are estimated only and may increase or decrease depending upon the needs of the Department. Contractor shall be paid at the unit price per job bid for actual work performed.

X. CONTRACT TERM

The Contract shall commence upon execution and terminate June 30, 2023. Further, the parties hereto may agree to renew this agreement for up to four (4) additional consecutive annual terms, with a final termination date of June 30, 2027, upon the same terms and conditions set forth in the Contract. The Department will give the Contractor at least ninety (90) days written notice of its desire to renew for an additional term. If the Contractor does not wish to renew, he must notify the Department in writing no later than ten (10) days after receipt of the Department's notice of desire to renew.

The Department and Contractor shall negotiate the Purchase Order unit price not to exceed a maximum of three percent (3%) over the unit price in effect previously beginning July 1 of the renewal term. The Contractor shall give the Department at least 90-days written notice if increases are to be applied.

XI. CONTRACT REQUIREMENTS

The Contractor shall have a Mine Safety and Health Administration (MSHA) Certification for access onto the predetermined mine site for sludge disposal purposes. A copy of the MSHA Certification must be provided to the Department.

XII. PAYMENT TERMS

Payment shall be made on a reimbursement basis for actual services performed. Contractor shall submit invoice within thirty (30) days. **The invoice shall be supplemented with a record of how many gallons of sludge were pumped from the site and disposed at the predetermined site.**