

SPECIFICATIONS

Excavator Rental

Elk State Forest District #13

I. SCOPE OF WORK:

This contract will cover the requirements of the Department of Conservation and Natural Resources (DCNR) for within the Commonwealth of Pennsylvania.

The Department of Conservation and Natural Resources, Bureau of Forestry, Elk State Forest District #13, Emporium, Pennsylvania, requires the rental of one (1) Doosan DX140LC Excavator with specified components, or approved equivalent. DCNR shall provide the operators for the equipment.

Any questions regarding the technical aspects of this bid should be directed to Joe Kellert (814) 486-3353 Ext. 101 or by email at jkellert@pa.gov. Any questions regarding the bidding or contractual aspects of this bid should be directed to Steve Brown at 717-783-3309, stevebrown@pa.gov.

II. LOCATIONS:

All items shall be delivered to and retrieved from the Elk State Forest District, Hicks Run Maintenance Headquarters, 783 Hicks Run Road, Driftwood, PA 15832. Project locations would be in Elk and Cameron Counties, Pennsylvania. See attached forest district map.

III. CONTRACT CONDITIONS:

Contractor shall provide the requested equipment and the following conditions shall be completed in performance of the contract:

Specifications

- ❑ One (1) Doosan DX140LC Excavator, or approved equivalent.
- ❑ The excavator must be equipped with a blade and hydraulic krypto klaw.
- ❑ If excavator breaks down in the field, it will be repaired or replaced with the same or an approved equivalent within forty-eight (48) hours.
- ❑ The bidder shall indicate the type and the manufacturer of the equipment bid. Where brand names for equipment are indicated, they are furnished only for the convenience of bidders in determining the size and capacity of the equipment ordered. Any equipment, regardless of manufacturer, will be acceptable provided

it is in satisfactory working condition and is generally of the size, type, power, and capacity specified.

- ❑ Bidders of equipment not listed above must supply literature that gives the bid equipment specifications.
- ❑ All equipment shall be provided in satisfactory operating condition, capable of efficiently and safely performing the designated work.
- ❑ An inspection of the equipment shall be conducted at the beginning and end of each rental period. Each party shall note any deficiencies in the equipment. Any damage found legally caused by DCNR, will be paid through this contract.

Delivery

- ❑ All items must be delivered within the time period specified on the Purchase Order, and within two weeks' notice from DCNR.
- ❑ Bid price shall include all transportation, delivery, and handling charges. The Department of Conservation and Natural Resources will contact vendor with delivery instructions as needed.
- ❑ All items shall be delivered to and retrieved from the Elk State Forest District, Hicks Run Maintenance Headquarters, 783 Hicks Run Road, Driftwood, PA 15832.
- ❑ If excavator breaks down in the field and cannot be repaired or driven safely, it shall be retrieved from the field location.

The requested machine will be rented for a minimum of three (3) months, and not to exceed seven (7) months.

IV. CONTRACTOR REQUIREMENTS:

Contractor agrees to comply with all attachments to this contract as referenced on the IFB – Invitation for Bids document.

Invoice format will be in accordance with the IFB-Invitation for Bids form and subsequent Purchase Order. Failure to invoice in accordance to the Purchase Order Unit Prices could result in delay of payment.

V. 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 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.

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.

VI. CONTRACT TERM:

The contract shall commence upon execution and receipt of Purchase Order and Notice to Proceed notification, and terminate December 31, 2015.

VII. BID AWARD:

The bidder shall complete the electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us and complete and attach the following to the electronic Invitation for Bid for award of the bid:

- a. Bidder must complete and return the signed attachment, **Reciprocal Limitations Act Requirements Form for award of bid**. The prospective bidder shall list and describe the specific equipment proposed to be provided.

Bid will be awarded based on the lowest unit price of the bid of model equivalent or equal to desired specs. In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.

The Department will only accept out to two (2) decimal points when entering your “Unit Price” figures in the Invitation for Bid.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department.

VIII. PAYMENT TERMS:

Payment shall be made upon satisfactory rental of the equipment for each requested rental period.

IX. RECEIPT AND OPENING OF BIDS:

Bids will 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 for any reason whatsoever.

X. INVOICES:

All invoices for this contract **MUST** be sent to the following address:

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

All invoices **MUST** have the Purchase Order number, an invoice date, an invoice number, and the gross/total amount included on each invoice. Failure to provide this could result in the return of the invoice and a delay of your payment.

XI. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/ . The bids will be posted the morning following the bid opening. The results are the apparent bidders and all bids are under review until final award of the contract.

Attachments