

STATEMENT OF WORK

DELIVER and TAILGATE Driveway Grade Shale Swift Run Road Michaux State Forest Forest District 1 Franklin County

I. SCOPE OF WORK:

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources (DCNR), Michaux State Forest, services to deliver and tailgate approximately 3,330 tons of Driveway Grade Shale to Swift Run Road starting at Old Forge Road and ending just passed Shaffer's Rocks in Franklin County, Quincy Township.

Questions regarding the technical aspects of this bid should be directed to Michelle Blevins at 717-352-2211 or by email at mblevins@pa.gov. Questions regarding the bidding or contractual aspects should be directed to Carol Durham at 717-783-3309 or by email to cdurham@pa.gov.

II. CONTRACT TASKS:

The Swift Run Road Shale Project specifications are noted below and shall be completed in performance of the contract.

Delivery Requirements: Continuous delivery and tailgating of 3,330 Tons of Shale (driveway grade) to Swift Run Road, Franklin County, Quincy Township with multiple trucks (4 to 6) delivering. Delivery time will be from 7:30 AM to 3:00 PM. Project start date is approximately November 5, 2018.

Project location: From the intersection of Route 30 and Route 233 travel south on Rt. 233 to the intersection of Rt.233 and South Mountain Road. Turn left onto the South Mountain Road and travel 1.5 miles to the intersection of South Mountain Road and Old Forge Road. Turn right onto Old Forge Road and travel 3 miles to Swift Run Road which will be on your right. The project site begins at the intersection of Old Forge Road and Swift Run Road and continues up Swift Run Road for Approximately 1 mile, past Shaffer's Rocks.

III. MATERIALS:

Driveway Grade Shale approved by the Department.

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.

1. 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.
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 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.

V. 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 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 total sum.

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 work performed.

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

VI. CONTRACT TERMS:

The contract shall commence upon execution and receipt of purchase order and terminate June 1, 2019.

VII. CONTRACTOR REFERENCE:

After bid opening and prior to awarding of the contract, the Department has the right to request references (names, addresses, and telephone numbers) of similar work of delivering and tailgating aggregate as proof of qualification to perform the work involved in this contract.

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 TERMS:

Payment shall be made upon satisfactory completion of project for actual services performed, which includes providing acceptable slate.

IX. INVOICES:

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

All invoices for this contract MUST either be:

1. Emailed to the following 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:
<https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>.

2. Or mailed to the following address:

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

All invoices MUST have the purchase order number, project 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.

X. 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.

XI. 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.