

STATEMENT OF WORK

**Michaux Target Range
Lead Reclamation
Bureau of Forestry
Michaux State Forest**

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources (DCNR), Michaux State Forest, requires the services of a contractor for lead reclamation at the Michaux Target Range located at 150 Birch Run Road, Fayetteville, Franklin County, PA 17222.

The Contractor's project bid price must include all materials, labor, equipment, tools, insurances, travel expenses, transport of any equipment, and any other items necessary for completion of the project.

Questions regarding the technical aspects of this bid should be directed to Michelle Blevins at 717.352.2211 or mblevins@pa.gov. Questions regarding the bidding or contractual aspects should be directed to Lynda Cashner at 717.783.4884 or lcashner@pa.gov.

II. CONTRACT TASKS:

The Department will remove all target holders prior to project start; will ensure that a staff member is onsite the first day of the project to monitor progress and answer any questions; and will provide any water that may be needed during the project via tanker truck.

The Contractor must complete the following tasks in performance of the contract.

A. The Contractor must contact the Michelle Blevins at 717.352.2211 or mblevins@pa.gov at least five (5) business days prior to start of any work site activity.

Should weather or site conditions dictate, the Department may delay and/or halt any site work until conditions are satisfactory. Any such delay is at the discretion of the DCNR and will be relayed to the Contractor.

B. Lead is to be removed by best management practices as determined by the Contractor with approval of the Department to reclaim the target range site.

1. Any site testing required will be completed and included in the contract pricing. Contractor will provide all equipment, measurement testing and devices needed to complete the project.

C. Contractor is responsible for obtaining any and all permits required to complete the project.

D. Contractor will be responsible for meeting any environmental, governmental, and/or OSHA standards in the safe removal of the lead.

1. Contractor is responsible for the proper packaging and transportation of all lead from the project site and making proper disposal at an authorized recycling facility.

E. Contractor is expected to arrive with decontaminated equipment preventing any possible transport of invasive plant species and pests.

F. Upon completion of lead removal, the Contractor will:

1. Reconstruct the backstops

a. Backstop will be 90' long with a height of 35' for rifle range

b. Backstop will be 50' long with a height of 17' for pistol range

2. Site clean-up will be conducted to return site to pre-reclamation condition.

3. Damages caused by the contractor to any range apparatus will be repaired or replaced by the Contractor. The Department must pre-approve the repairs and/or replacements. Upon completion of such repairs and/or replacements, a final inspection will be conducted by the Department for acceptability.

4. Contractor will provide to the Department a report containing the total lead reclaimed and suggested timeframe for future reclamation efforts.

G. Recycling of recovered Lead - Contractor will provide to the Department a fifty percent (50%) split of the net value of the recycled lead.

1. The revenue will be due to the Commonwealth within thirty (30) days of project completion and will be in the form of a Certified or Cashier's Check.

a. Check is to be made payable to the "Commonwealth of PA" and mailed with tracking service to:

Michaux State Forest
Attn: Michele Blevins
10099 Lincoln Way East
Fayetteville, PA 17222-9609

2. A certified or carbon copy of the weigh slip and Contractor's receipt from the sale of the recovered lead must be included with the check.

III. USE OF ROADS:

- A. The DCNR does not guarantee the successful Contractor the use of roads maintained by the PennDOT, townships, or other agencies or owners.
- B. The Contractor must contact the PennDOT-posted highway coordinator and/or officials of other roads needed for this project to inquire about possible restrictions, including weight limits, that would prevent or limit use.
- C. The Contractor is responsible for obtaining all necessary Road Use Permits and/or any associated bonds from the PennDOT, townships, or other agencies or owners.

IV. PRE-BID CONFERENCE:

A mandatory pre-bid conference will be conducted prior to the bid opening. The pre-bid conference will be held on Tuesday, December 20, 2022, at 10:00 am.

Prospective bidders must meet at 150 Birch Run Road, Fayetteville, PA 17222 to discuss job specifications and to tour the job site. All prospective bidders must sign-in to acknowledge attendance.

The meeting site is located at the Michaux Target Range. Interested Contractors should contact Michele Blevins at 717.352.2211 or mblevins@pa.gov for additional directions.

Contractors may not request an alternate date if unable to attend the scheduled pre-bid conference; all interested Contractors, or their authorized representative, must attend on the noted date and time.

V. 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.

VI. CONTRACTOR REFERENCES:

After the bid opening and prior to awarding of the contract, the DCNR has the right to request three (3) references (name, addresses, and telephone numbers) for whom similar work has been performed by the Contractor as proof of qualifications to perform the work involved in this contract. Similar work is defined as lead reclamation services as outlined 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.

VII. CONTRACT TERMS:

The contract shall commence upon execution and receipt of purchase order and terminate June 30, 2023.

VIII. 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 properly executed Worker Protection and Investment Certification Form.

The unit price must include all labor, materials, equipment, tools, insurances, travel expenses, transport of any equipment, and any other 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 will be paid for actual work performed.

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

IX. PAYMENT TERMS:

Payment will be made upon satisfactory completion of project for actual services performed.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.20 CONTRACT-016.2 Payment – Electronic Funds Transfer of the attached Commonwealth’s Terms and Conditions for complete details and contractor’s responsibilities.

X. INVOICES:

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

All invoices for this contract MUST either be:

- A.** 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>.

- B.** 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.

XI. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at 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 the premature opening of or the failure to open a bid not addressed properly and identified, or for any reason whatsoever.

XII. BID RESULTS:

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