

STATEMENT OF WORK

Commonwealth of Pennsylvania

**Department of Conservation and Natural Resources
Bureau of Forestry**

**HEAVY EQUIPMENT RENTAL
NON-MOTORIZED TRAIL PROJECTS
FOREST DISTRICT 05
CENTRE AND HUNTINGDON COUNTIES**

A. SCOPE OF WORK:

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources (DCNR), Bureau of Forestry, Rothrock State Forest District 05 requires services for the rental of:

- 1. One (1) Small Concrete Buggy – Whiteman WTB Tracked Dumper** or approved equivalent
- 2. One (1) Mini-Excavator - Bobcat E26 Mini-Excavator** or approved equivalent
- 3. One (1) Small Trail Dumper - CanyCom S25A 2.5 Ton Tracked Dumper** or approved equivalent

This project involves trail relocation and reconstruction of problem sections of existing trails. Reroutes that have been identified will be created in either frontcountry or backcountry styles.

Refer to Section C. for specified components for each heavy equipment listed above.

Approval of equivalent equipment is at the sole discretion of the DCNR.

The equipment will be rented for a minimum of one (1) month and not to exceed six (6) months. One month will be defined as any thirty-one (31) consecutive days. Please see Section C. Break Down and Non-Operational Equipment for exception to definition of consecutive days.

The contractor's per month price shall include all labor, tools, insurance, transportation, delivery, handling charges, and any other items necessary for the equipment rentals.

DCNR shall provide the operators for the equipment.

Questions regarding the technical aspects of this bid should be directed to David Yeager at dyeager@pa.gov or 814.643.2340, contact Jodi Skipper at joskipper@pa.gov or 814.643.2340. Questions regarding the bidding or contracting procedures should be directed to Lynda Cashner at lcashner@pa.gov or 717.783.4884.

B. CONTRACT TASKS:

Contractor shall provide the requested equipment with specified components.

Manufacturer names and models for equipment are furnished only for the convenience of bidders in determining the size and capacity of the equipment being rented. Any equipment, regardless of manufacturer, may be acceptable provided it is in satisfactory working condition, is of the size, type, power, and capacity specified, and approved by the DCNR.

- 1. Small concrete buggy Specifications - One (1) MQ Whiteman WTB-16 Site Dumper**
 - a. Small concrete buggy must be a **tracked machine**.
 - b. Small concrete buggy must have a **minimum 16 cu.ft. and 2,500 lbs. carrying capacity**.
 - c. Small concrete buggy be delivered to and retrieved from the Whipple Dam Maintenance Headquarters, 2981 Whipple Dam Road, Petersburg, PA 16669.

- 2. Mini-Excavator Rental Specifications - One (1) Bobcat E26 Mini-Excavator**
 - a. Mini-excavator must be equipped with **quick attach bucket with hydraulic thumb**.
 - b. Contractor will provide **18" and 24" buckets** for use with mini-excavator.
 - c. Mini-excavator will be equipped without an enclosed cab (open station w/ROPS)
 - d. Mini-excavator will have **options to utilize either ISO or SAE hydraulic operator control styles**.
 - e. Mini-excavator shall be delivered to and retrieved from the Whipple Dam Maintenance Headquarters, 2981 Whipple Dam Road, Petersburg, PA 16669

- 3. Small Trail Dumper Rental Specifications - One (1) CanyCom S25A Tracked Dumper**
 - a. Small trail dumper must be a **tracked machine**.
 - b. Small trail dumper must have a **2.5 ton carrying capacity**.
 - c. Small trail dumper shall be delivered to and retrieved from the Whipple Dam Maintenance Headquarters, 2981 Whipple Dam Road, Petersburg, PA 16669

The DCNR will contact the Contractor to coordinate a date and time for delivery of the equipment to the specified locations listed above for each piece of rental equipment. The DCNR will send an email confirmation to the Contractor to include the date and time of delivery.

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 by the DCNR and Contractor at the beginning and end of each rental period. Each party shall record in writing deficiencies in the equipment, and each be provided a written copy of these findings.

Equipment will be returned to the Contractor in the same condition and with the same fuel levels as it was received.

C. BREAK DOWN AND NON-OPERATIONAL EQUIPMENT:

If the rental equipment breaks down and becomes non-operational in the field, the DCNR will notify the Contractor either verbally or by email. After notification, the Contractor will repair or replace the equipment with the same or an approved equivalent determined by the DCNR within forty-eight (48) hours. If the equipment is out of service for more than 48 hours (2 days), the rental period will be extended by the number of days that the equipment is non-operational; any extensions required due to the extended breakdown will be deemed part of the originally contracted rental period and will not incur additional costs beyond the original bid price. If the equipment is non-functional at any time during work hours of the DCNR personnel, the entire day will be considered as non-operational.

If the rental equipment cannot be driven safely as determined by the DCNR or repaired, it will be retrieved by the contractor at its break down location with the replacement equipment being delivered to that same location.

If the rental period coincides with the end of the contract term, the maximum extension possible is three months only in accordance with the Terms and Conditions. Should the rental need extended more than three months after the contract end date, the contractor will be required to reduce the rental price for any period beyond three months.

D. CONTRACTOR REFERENCES AND QUALIFICATIONS:

After bid opening and prior to awarding of the contract, the Department has the right to request three (3) references (names, addresses and telephone numbers) of similar heavy equipment rental services performed in the previous three (3) years as proof of qualifications to provide the services involved in this contract. Similar service is defined as rental of multiple heavy equipment for a period of three (3) months.

The bidder may already have one or more contract areas with the Department. If the bidder has one or more contracts, he must be able to provide all rentals associated with said contracts in the required time frame. Therefore, the Contractor may be asked to submit additional evidence of their ability to operate multiple rentals within a specific time frame. Evidence may include past, satisfactorily completed rental services of similar scope and rental period.

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 references will be made solely at the discretion of the Department.

E. INSURANCE REQUIREMENTS:

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

1. 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.

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 Commonwealth of PA 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.

A copy of the insurance certificates must be emailed to the procurement contact at lcashner@pa.gov.

F. CONTRACT TERM:

The contract shall commence upon receipt of a fully executed Purchase Order and terminate November 30, 2023.

G. BID AWARD:

Bidder must complete and include the following with the bid response:

- 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 of rental equipment.
- 3.** A properly executed Workers Protection and Investment Certification Form.
- 3.** Literature providing the Manufacturer, Model, and specifications for each piece of equipment to be rented. The literature must at a minimum provide information on the required specifications as indicated in Section B.

Bids will be awarded based on lowest total sum.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

H. PAYMENT TERMS:

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

I. 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: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit: <http://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** include the purchase order number, your SAP Vendor Number and be itemized to include equipment rented and rental period 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.

J. RECEIPT AND OPENING OF BIDS:

Bids will 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 for any reason whatsoever.

K. BID RESULTS:

Bidders can obtain bid results by accessing 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.

Attachments:

Delivery Location Map-Whipple Dam Maintenance Headquarters
DCNR Small Business Initiative Letter