

STATEMENT of WORK

DELIVER, PLACE AND COMPACT 4" MINUS Material TANNERY AND SAND SPRINGS ROAD FOREST DISTRICT 11 LACKAWANNA COUNTY

I. SCOPE OF WORK:

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources (DCNR), Pinchot Forest District, requires services to deliver, paver-place, and compact approximately 7,500 tons of 4" MINUS material to Tannery and Sand Springs Road.

Questions regarding the technical aspects of this bid should be directed to Joseph Ulozas, reachable at julozas@pa.gov or 570.945.7133 (Forest District Contact). Questions regarding the bidding or contractual aspects of this bid should be directed to Lynda Cashner, reachable at lcashner@pa.gov or 717.783.4884 (Procurement Contact).

II. BID REQUIREMENTS:

The following are requirements of this bid solicitation. Failure to comply with any of these requirements could result in a non-responsive determination and subsequent disqualification for the Contractor.

A. **Signed Acknowledgement of DCNR 4" Minus Specifications:**

1. If the Contractor will be producing the 4" MINUS product, a signed letter of acknowledgement must be included with the Contractor's bid response confirming the Contractor's ability to competently create and supply Certified 4" MINUS that meets the below specifications (Attachment A.1.4" MINUS).
2. If the Contractor will not be producing the product, a letter of intent, signed by the desired quarry, must accompany the Contractor's bid response that confirms the quarry's ability to competently create and supply certified 4" MINUS that meets the below specifications (Attachment A.2.4" MINUS).
3. Contractor's must choose the appropriate acknowledgement letter from the Attachment A – 4" MINUS (A.1 Contractor acknowledgement of 4" MINUS product or A.2 quarry letter of intent in instances where Contractor is not producing the 4" MINUS) and include the fully executed copy with their bid response.

Passive Sieve	Low Percentage	High Percentage
4 inch	100%	--
3½ inch	80%	97%
2½ inch	70%	95%
1½ inch	50%	80%
¾ inch	30%	60%

- B. Reciprocal Limitations Act Form:** The Contractor must include with their solicitation response a properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured with their bid response.
- C. Worker Protection and Investment Certification Form:** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote.

III. CONTRACT TASKS:

The following tasks shall be completed in performance of the contract:

- A. Schedule of Work:** The Forest District contact noted in Section I: Scope of Work will request the Schedule of Work. Within two weeks of said request, the lowest responsive and responsible Contractor must submit a fully executed and signed Schedule of Work to the respective Forest District Contact.

The Schedule of Work must include:

1. The quarry name and contact information (name, address, phone number, and email address if applicable);
2. In instances where the creation of the entire project specific pile of 4" MINUS material is prohibitive; the Contractor must include a proposed schedule for the creation of the 4" MINUS material;
3. The name and contact information of any intended subcontractors (name, address, phone number, and email address);
4. The proposed scheduled for delivery and application of the 4" MINUS material.

Please note that the Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Forest District Contact, which consent may be withheld at the sole and absolute discretion of the Forest District Contact.

B. Creation of 4" MINUS Material:

1. Contractor is required to create a project-specific pile of compliant 4" MINUS, equal to the total requested tonnage
 - a) The project-specific pile must be available for testing a minimum of 45 days prior to the Contract End Date as stated in Section X: Contract Term.

- b) Before testing can commence, a fully executed DCNR, Bureau of Forestry 4" MINUS Certification Form must be submitted *and* approved by the DCNR Forest District Contact listed in Section I: Scope of Work.
- 2. If the Contractor is not producing the product and/or the Contractor desires to change the quarry supplier (from the supplier noted with the bid response), the Contractor must submit an updated signed letter of intent to the Forest District Contact from the new quarry as soon as feasible, but prior to the creation of any 4" MINUS material.
- 3. Should the Contractor require additional 4" MINUS material after the testing and approval of the initial product, the DCNR reserves the right to request that the newly-created 4" MINUS material is tested prior to delivery to prove compliance with the material requirements listed in this Statement of Work.
- 4. Should the contractor hold several concurrent 4" MINUS jobs with the Commonwealth, the 4" MINUS for each project must be kept whole and separate from other projects as well as other commodity and non-commodity products at the quarry.
- 5. Approved 4" MINUS material may only be utilized on the designated project. Substituting 4" MINUS from other projects is strictly forbidden.
- 6. The Forest District Contact and/or their designated representative(s) may perform quality assurance and quality control visits to the quarry and 4" MINUS load site at any time over the duration of this contract. Visits may be to inspect and test the 4" MINUS for this specific project; observe quarry operations; or for any other reasons deemed pertinent as determined by the DCNR.

The Contractor must provide transportation and/or escort the DCNR representative(s) to the 4" MINUS load site over the duration of the project.

C. 4" MINUS Material Requirements

- 1. All material must be certified to not degrade the environment nor create health hazards.
- 2. Aggregate must originate from a Pennsylvania Department of Transportation (PennDOT) qualified quarry source. Quarry source must be approved as listed in PennDOT Bulletin 14.
- 3. Wearing course material must be structurally durable so that weathering and traffic loads do not result in the creation of dust, sediment, or pollution.
- 4. All 4" MINUS material is to be derived from natural stone formations.
 - a) Stone is defined as rock that has been crushed; rock is defined as consolidated mineral matter.
 - b) For use in this program, both are restricted to that which has been mined or quarried from existing geologic bedrock formations.

5. All components of the aggregate mix are to be derived by crushing parent rock material.
6. LA Abrasion Less than 40% passing. Los Angeles Abrasion test, AASHTO T-96 (ASTM C 131) will be used to determine this property.
7. The Plasticity Index (PI) of the 4" MINUS must not exceed a rating of 4. The laboratory test required for these results is the ASTM D4318 – Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
8. Material must be within the range of pH 6 - pH 12.45 as measured by EPA 9045C.
9. Material is to be delivered and placed at optimum moisture content ranging between 4% to 6%. The laboratory test required for these results is the AASHTO T255 - Total Evaporable Moisture Content of Aggregate by Drying.
10. 4" MINUS shall be properly mixed and at the proper moisture content before it is loaded onto the transport vehicles.
11. Tarps are to be used to cover 100% of the load's exposed surface from the time of loading until immediately before dumping, including standing time waiting to dump.

D. Rejection of 4" MINUS Material:

1. If the created 4" MINUS material fails up to two separate compliance tests, as outlined in Section III, Subsections A & B, of this Statement of Work, the DCNR reserves the right to disqualify the Contractor as non-responsible. The Contractor may not receive payment for failed 4" MINUS material.
2. If material is delivered to the project site that the DCNR suspects will not meet the required specifications as defined in Section III, Subsections A & B, of this Statement of Work, the delivery may be rejected. The DCNR may request to visit the quarry to observe the quarry conditions and project-specific 4" MINUS pile.
3. If necessary, additional testing may be requested if the DCNR has concerns that the 4" MINUS material has been compromised. The Contractor may not receive payment for rejected 4" MINUS material or the delivery of the rejected 4" MINUS material. In the instance of additional testing, no work can be completed until the test results are received.

E. Delivery of 4" MINUS Material:

1. A fully executed, signed DCNR Bureau of Forestry 4" MINUS Certification Form must be provided to the on-site DCNR representative at the time of initial delivery. This form must apply to the specific stockpile of 4" MINUS material from the Contractor's source. The form certifies that the 4" MINUS material meets all specifications and requirements referenced in this Statement of Work.

- a) Should quarry conditions change, it is the Contractor's responsibility to provide an updated, executed certification form; the form must be provided to the Forest District Contact *prior to the delivery* of the 4" MINUS material.
2. The Contractor cannot begin delivery of the 4" MINUS to the job site until the following four conditions are met:
 - a) A fully executed Purchase Order is received by the Contractor, **and**
 - b) A Schedule of Work has been provided to and approved by the Forest District Contact, **and**
 - c) The 4" MINUS Material for the project has been created, tested, and approved by the DCNR, **and**
 - d) The Forest District Contact for the DCNR has given the Notice to Proceed with delivery to the Contractor.
3. Should environmental conditions preclude the start of delivery of 4" MINUS material, the DCNR may delay delivery until conditions are satisfactory for placement and compaction. Any such delay is at the discretion of the DCNR and will be relayed to the Contractor in writing.
4. Delivery must be at a rate of 600 – 1,000 tons per day at an average of 120 – 250 tons per hour.
5. No material can be delivered before 8:00 a.m. or after 5:00 p.m.
6. Delivery must continue on an uninterrupted basis. Any delays in delivery must be immediately relayed to the Forest District Contact.
7. All trucks must be driven by individuals capable of placing material by the tailgating method.

F. Placement and Rolling of 4" MINUS Material

1. 4" MINUS material is to be placed with a dozer and jersey/box spreader or approved equivalent. Material must be placed on average, 8 inches and 16 feet wide, or as directed by the DCNR representative throughout the project.
2. After placement, **the material is to be compacted by the Contractor** to an average finished depth of 6 inches.
 - a) Compaction equipment used must be pre-approved by the DCNR.
 - b) 4" MINUS material must be compacted to a minimum of 95% of the dry-mass (dry-weight) density, determined according to ASTM D698, procedure C, Standard. The DCNR through its designated representative(s), will determine the in-place density according to AASHTO T310.

3. The Contractor is responsible for repairs to any damage to the general job site, including but not limited to drainage structures and the existing road surface, caused by the Contractor during the delivery and placement of the 4" MINUS material. The Contractor must provide the equipment necessary to remediate said damage.

4. If freezing temperatures or precipitation are forecast that may cause the material to freeze or prevent the material from drying, paver placement and compaction may be postponed at the discretion of the DCNR.

G. Use of Roads:

1. The DCNR does not guarantee the successful Contractor the use of roads maintained by the PennDOT, townships, or other agencies or owners.

2. 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.

3. 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. 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 the placement and, when applicable, the compaction of at least 7,500 tons of 4" MINUS material.

References are an optional tool available to the DCNR 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 DCNR 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 DCNR.

V. LIQUIDATED DAMAGES:

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action.

The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$250.00 per day per item, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty.

The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to Contractor. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

VI. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of 10% of the total price of the contract. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania". All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

Original performance security must be mailed to the Procurement Contact located at:

FedEx, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Lynda Cashner 400 Market Street, 7 th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Lynda Cashner PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security must also be emailed to lcashner@pa.gov.

The purchase order will not be issued until the performance security is furnished.

VII. DCNR STANDARD BOND FORM:

Should the awarded contractor elect to select a Performance Bond as its security, the contractor must utilize the DCNR Standard Bond Form. Only the awarded contractor must submit a performance bond. The DCNR Procurement Contact will email the DCNR Standard Bond Form to the awarded vendor prior to the execution of the Purchase Order. If a performance bond is submitted on a bond form other than the DCNR Standard Bond Form, the DCNR will reject the bond.

VIII. INSURANCE:

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:

- 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 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.

IX. CONTRACT TERM:

Contract shall commence upon execution and receipt of Purchase Order or June 1, 2023, whichever is later and terminate June 23, 2023.

X. BID AWARD:

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

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- B. One of the following documents:
 - 1. A properly executed Attachment A.1: Contractor Acknowledgment of 4" MINUS Specifications
 - Or*
 - 2. A properly executed Attachment A.2: Quarry Letter of Intent

- C. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.
- D. A properly executed Worker Protection and Investment Certification Form.

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.

XI. PAYMENT TERMS:

Payment shall be made upon satisfactory completion of project for actual services performed, which includes meeting the 4" MINUS aggregate specification.

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 Commonwealth's Terms and Conditions for complete details and contractor's responsibilities.

XII. SERVICE SLIPS:

To ensure prompt payment, the Contractor must provide a service slip(s) to the District Office after the completion of the project.

XIII. 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 the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.Vnmr06M06Uk>

- B. Or **mailed** to the following address:
Commonwealth of PA – PO Invoice
P.O. Box 69180
Harrisburg, PA 17106

All invoices must include the purchase order number. The company name and address listed on the purchase order also must be listed on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Contractors 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.

XIV. 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 DCNR for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

XV. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/. 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