

SPECIFICATIONS
CRESSON ACID MINE DRAINAGE TREATMENT PLANT
AUTOMATION SYSTEM MAINTENANCE

I. SCOPE OF WORK:

The Department of Environmental Protection, Bureau of Abandoned Mine Reclamation (DEP-BAMR) is soliciting bids from qualified contractors for Treatment Plant Supervisory Control and Data Acquisition (SCADA) Automation System maintenance; to furnish all necessary labor and material, on a scheduled and “on-call” basis, to service and maintain plant automation system equipment at the Cresson Acid Mine Drainage (AMD) Treatment Plant located at 476 Cresson Shaft Road, Cresson, PA 16630. Location of the Cresson AMD Treatment Plant and the pump station facilities can be found in Attachment 1a.

Questions regarding the technical aspects of this bid should be directed to Craig Treese, P.E., AMD Design and Operations Unit, at 814-472-1845. Questions regarding the bidding or contracting procedures should be directed to Jeannine Estok at 814-472-1806.

II. CONTRACT TASKS:

The Contractor shall provide non-emergency and emergency type services and provide the required parts and materials to maintain the plant automation system in operation. The Contractor shall provide a work order for each non-emergency and emergency type service and include all parts and materials required to the Department for approval.

A. Quarterly Inspections - The Contractor shall perform quarterly inspections of the plant’s automation system on dates agreed upon by the Commonwealth and the Contractor. The services required with each quarterly inspection include but are not limited to the following:

1. Conduct a general inspection of Siemens and Allen-Bradley control system equipment, instrumentation equipment and personal computer equipment related to the plant’s SCADA automation system.
2. Conduct personal computer (HMI) malware scan and anti-virus scan.
3. Conduct personal computer (HMI) software back-up, Siemens and Allen-Bradley software backup, and plant operating archive. Software backup and archive data will be stored on an external storage device that will reside at the facility.
4. Provide a report describing any equipment deficiencies discovered and the recommended corrective action for each.
5. Ensure that all software licenses are up to date.

Quarterly inspections shall be paid at the Contract unit price bid per hour, which price shall include furnishing all necessary labor, tools, equipment and incidental cost necessary to complete the work described herein.

- B. Service Calls** - The Contractor shall repair or correct any malfunctions or errors with the plant automation system for non-emergency service within a timeframe of twenty-four (24) hours, unless otherwise agreed upon by the Commonwealth.

Service calls shall be paid at the Contract unit price bid per hour, which price shall include furnishing all necessary labor, tools, equipment and incidental cost necessary to complete the work described herein.

Non-Emergency service calls will not require the Contractor to provide service on Holidays. Service that is required on Holidays will be considered an Emergency Service Call, as determined by the Commonwealth.

Note: Holidays shall consist of seven (7) days being New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day and shall be the day that the holiday is observed.

- C. Emergency Service Calls** - The Contractor shall provide emergency type service for plant automation system malfunctions or errors that impact plant operations and are deemed an emergency by the Commonwealth. The Contractor shall provide service within three (3) hours of the time of notification by the Commonwealth. If emergency service is not provided within three (3) hours after direct verbal or telephone notification from the Commonwealth, the Commonwealth has the right to secure the same service from another source and the Contractor shall reimburse to the Commonwealth all expenses incurred. Any plant automation system malfunction or error that impacts or has the potential to impact effluent water quality as defined by the plant supervisor shall constitute an emergency service request.

Emergency service calls shall be paid at the Contract unit price bid per hour, which price shall include furnishing all necessary labor, tools, equipment and incidental cost necessary to complete the work described herein.

Note: Holidays shall consist of seven (7) days being New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day and shall be the day that the holiday is observed.

- D. Upgrades, Parts and Materials** - The Department shall reimburse the Contractor for their actual cost for obtaining parts and materials, handling and administrative expenses actually and reasonably incurred to obtain the parts and materials. Such handling and administrative expenses are not to exceed ten percent (10%) of the cost of obtaining the parts and materials and must be clearly identified as such on invoices submitted for reimbursement.

The Contractor shall be reimbursed for labor charges for any repair parts that shall be fabricated off-site at the Contractor's shop with prior written approval of the Department. The Contractor shall provide a work order for the time required at the shop to work the approved repair by the Department. Charges incurred shall be reimbursed at the labor rate provided in the Contract. Should the work exceed the approved proposal, the Contractor shall notify the Department and seek approval to exceed the approved proposal.

Parts and materials shall be paid on a reimbursement basis on the actual invoice submitted.

Note: In the event the Commonwealth's equipment is altered, modified, changed or if any equipment is added, moved within the premises or moved to other premises on site, this agreement may be modified in writing or terminated.

- E. Mileage** - Payment for mileage shall be reimbursed at the Commonwealth of Pennsylvania rate, which is equal to the higher Privately Owned Vehicle (POV) Mileage Reimbursement rate established by the U.S. General Services Administration (GSA) as found in the Federal Travel Regulation Bulletin at www.gsa.gov. The Contractor shall be paid the current rate in effect on the date(s) of travel.

Invoices for mileage should show the actual mileage times and the GSA rate in effect on that date. That amount will be entered as the quantity submitted for payment.

Mileage shall be paid on a reimbursement basis for the actual mileage to and from the work site for an amount not to exceed two hundred (200) miles round trip per service to the Cresson AMD Treatment Plant.

The maximum amounts for mileage, as set forth in the Contract, shall not be exceeded without prior written approval of the Commonwealth.

III. EQUIPMENT

The Contractor hereby covenants, contracts, and agrees to furnish all necessary labor, tools and equipment, and to perform all the work and labor required herein in an expeditious, substantial, and competent manner in accordance with the bid proposal and all pertinent documents found in the agreement.

Repairs and replacements shall be made by the Contractor at their expense and shall be made within a minimum of time lost.

Time lost due to breakdown or replacement of parts shall not be considered as basis for payment.

The Department reserves the right to reject any item of equipment when, in the opinion of the Department's Representative, the item is not in satisfactory operating condition.

IV. INSURANCE REQUIREMENTS:

- A. Insurance** – The Contractor shall purchase and maintain at its expense the following types of insurances, issued by companies acceptable to the Commonwealth.
1. Workmen's Compensation Insurance sufficient to cover all of the employees of the Contractor working to fulfill this Contract.
 2. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.
 3. Automotive Liability Insurance, including bodily injury and property damage insurance, to protect the Commonwealth and the Contractor from claims arising out of the performance of the contract. The amount of bodily injury insurance shall not be less than \$500,000 for injury or death of persons per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence.

The required insurances shall be of the Contractual Liability type and the named insured party shall include the Commonwealth of Pennsylvania. The insurance shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to the work performed by the Contractor. Prior to the commencement of work under this Contract, the Contractor must provide the Commonwealth with current Certificates of Insurance. These Certificates shall contain a provision that coverage afforded under the policy shall not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

V. CONTRACT REQUIREMENTS:

1. The Contractor shall complete and submit Attachment B – Bid Award.
2. The Contractor shall comply with Attachment D, Build America, Buy America Act. The Contractor and any Subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR part 5 entitled "Labor Standards").

VI. CONTRACTOR QUALIFICATIONS:

The Contractor's shop must be located within one hundred (100) miles of the Cresson AMD Treatment Plant. The Contractor must provide documentation citing experience in designing, installing and maintaining industrial computers, programs and software for minimum of ten (10) years. The Contractor must also provide documentation of experience in providing consultative and onsite application support and a working knowledge of iFIX HMI/SCADA software automation products and WIN 911 Software. After bid opening and prior to award, the Contractor shall provide documentation of experience in providing the specified services in the scope of work. The Department reserves the right to review this documentation and request three (3) references to verify Contractor's experience and qualifications.

VII. BID AWARD:

Bid award shall be to the lowest responsive and responsible bidder meeting all requirements and in accordance with **Attachment B, Bid Award**. Bidder must bid on all line items and shall complete **Attachment B, Bid Award** and electronically attach it to the bid submission via www.emarketplace.state.pa.us.

DEP is not responsible for the maintenance of the eMarketplace website.

The Department of General Services Supplier Service Center is available to assist vendors with registration, bidding and account management. For questions regarding registration help, send an email to [RA-PSC Supplier Requests@pa.gov](mailto:RA-PSC_Supplier_Requests@pa.gov) or call (877) 435-7363, choose Option 1. For questions regarding bidding help, send an email to srmhelp@pa.gov or call (877) 435-7363, choose Option 2

DEP is not responsible for the support or functionality of any DGS website.

All bids shall be submitted electronically ONLY before closing date and time.

Bid closing date and time: 2:00 p.m., Thursday, February, 26, 2026.

VIII. CONTRACT QUANTITIES:

The quantities are estimated only and may increase or decrease depending upon the needs of the Department. The Contractor shall be reimbursed at the unit price bid for actual work performed.

IX. CONTRACT TERM:

The Contract shall commence upon execution and terminate June 30, 2028. Further, the parties hereto may agree to renew this agreement for up to three (3) annual one (1) year renewals, with a final termination date of June 30, 2031, upon the terms and conditions

herein. The Department will give the Contractor at least ninety (90) days written notice of their desire to renew for an additional term. If the Contractor does not wish to renew, they must notify the Department in writing no later than ten (10) days after receipt of the Department's notice of desire to renew.

The Contractor may increase the contract unit prices by a maximum of three percent (3%) of the unit price in effect at the time of the renewal term. The Contractor shall give the Department at least ninety (90) days written notice if increases are to be applied.

X. PAYMENT TERMS:

The Contractor shall invoice the Department with supporting documentation for actual services performed. The Contractor shall be paid at the unit price bid per hour for actual services performed. The Contractor shall submit an itemized invoice for reimbursement for all approved equipment and supplies/materials provided.

The Contractor and the Department will compare records of the work performed on each service call and indicate their agreement to the hours of labor and the material furnished by their signatures on the Contractor's work order. The Contractor shall furnish copies of the work orders involved with each invoice submitted for payment.

The charges for labor shall be for services rendered and shall include the actual travel time to and from the job site for the technician, with travel time being limited to a maximum of two (2) hours per day per person for services. Payment shall be made on a reimbursement basis. The Contractor shall submit invoice within thirty (30) days.