

## **STATEMENT OF WORK**

### **PRIVATE BOATER SHUTTLE BUS SERVICE**

**Commonwealth of Pennsylvania  
Department of Conservation and Natural Resources  
Ohiopyle State Park  
(Fayette County)**

#### **I. SCOPE OF WORK:**

The Department of Conservation and Natural Resources (Department), Ohiopyle State Park in Fayette County, Pennsylvania, requires the services of a shuttlebus operator (Operator) to safely transport whitewater boaters from the Bruner Run Take-out Area to the parking lot at Old Mitchell Place. The Youghiogheny River that flows through the State Park is a popular whitewater boating destination and attracts many whitewater boaters each year. Bruner Run Road, which provides access to a take-out location on the river, is narrow and single lane with infrequent pull-offs. Due to these physical constraints, the Department has determined that it is critical to the safety of the public and in the best interests of the Commonwealth, the natural resources, and the boating public to control the flow of traffic and to limit the number of vehicles using the access road. Recent public whitewater boating trends at Ohiopyle continue a need for shuttle bus services on weekends and holidays, when visitation is at its highest. The past few seasons have seen manageable visitation on weekdays and less need for shuttle bus services during these times. Through this contract, we intend to continue the weekend shuttle bus services with the option to institute weekdays if demand exists through increased visitation.

Questions regarding the technical aspects of this bid should be directed to Christopher Houck, Park Operations Manager or Patrick Martin, Assistant Park Manager. Both can be reached at 724.329.8591 or via email at [chhouck@pa.gov](mailto:chhouck@pa.gov) or [pfmartin@pa.gov](mailto:pfmartin@pa.gov). Questions regarding the bidding or contracting procedures should be directed to Jody Russell at 717.783.2566 or [jorussell@pa.gov](mailto:jorussell@pa.gov).

#### **II. CONTRACT TASKS:**

This contract period will cover shuttle bus services upon the execution of a purchase order through December 31, 2025, with (4) possible contract renewals starting each January of the subsequent calendar years. Shuttle bus services will be needed in renewal years from May of each year through October.

- A. The Operator will operate the shuttle bus services on weekends (Saturday and Sunday) starting the Saturday preceding Memorial Day weekend through the Sunday before Columbus Day. Additionally, the operator will operate the shuttle bus on Memorial Day, Juneteenth, 4<sup>th</sup> of July, and Labor Day regardless of which day the holidays fall upon.

- B. Weekday operation (Monday through Friday) between Memorial Day and Labor Day, may be requested or canceled at the Park Manager's discretion based on parks need dictated by visitation and demand. Changes will be requested by the Park Manager no sooner than two-weeks prior or no later than 48-hours in advance of this need.
- C. The Operator will have appropriate equipment to transport visitors and their boats safely and efficiently from the Bruner Run Take-out Area approximately 2 miles up the mountain to Old Mitchell Parking Area. Refer to Exhibit A & B for shuttle bus route and overview of the area.
- D. The Operator understands that transport is intended for private boaters exiting from the river. Four whitewater concessionaires are also operating on the river and are responsible for transporting their own customers.
- E. The Operator will not collect fees from visitors; the Department will collect all fees.
- F. The Operator understands that the narrow and winding roadway will be shared by four Whitewater Concessionaires operating buses to transport their customers. Pull-off areas are provided, and on busy days, the Operator may have to coordinate road use with Whitewater Concessionaires to maximize safety on the roadway.
- G. Equipment used, as described in the **Section IV. Equipment and Drivers** will be of appropriate size and capacity to minimize the number of trips being made each day or during each scheduled time and to ensure that boaters wait no more than ½ hour for a shuttle service.
- H. The Department may require the Operator to use larger buses if the Department determines that an excessive number of trips are being made by the use of smaller vehicles or if boaters are waiting too long for the shuttle service.

### III. OPERATIONAL SCHEDULE

#### A. Weekends and Holidays:

- 1. On weekends and holidays (as defined Section II. A), the Operator's shuttlebus service will be from noon to the sunset posted time at the Visitors Center launch area or until all private boaters are off the river. The Department's representative may, at the request of the Operator, adjust the hours of operation by letter.
- 2. The Operator will operate the shuttlebus service so that boaters do not wait for more than ½ hour for transport.

#### B. Weekdays:

- 1. Weekday operation (Monday through Friday) between Memorial Day and Labor Day, may be requested or canceled at the Park Manager's discretion based on parks need dictated by visitation and demand. Changes will be requested by the Park

Manager no sooner than two-weeks prior or no later than 48-hours in advance of this need.

2. The Operator will operate the shuttlebus service so that boaters do not wait for more than ½ hour for transport.

#### **IV. EQUIPMENT AND DRIVERS:**

A. At a minimum, the Operator will have the following equipment available for use:

1. Two large (standard) buses (that can safely transport up to 48 passengers) for hauling boaters and equipment.
2. The operator will have the option to use two smaller buses (that can safely transport up to 32 passengers) or large vans (that can safely transport up to 15 passengers) for hauling boaters and equipment during slower operating periods. Approval to utilize smaller vehicles is dependent on operator's ability to meet requirements of section III.A.2.
3. Two trailers for hauling canoes, kayaks and inflatable crafts. Trailers will have separate sections, one for deflated rafts and one to keep kayaks and canoes secured during travel. Trailers will be large enough to haul the boats for the passenger capacity of the bus being used.
4. The Operator consents to the jurisdiction and administration of the shuttlebus service by the Pennsylvania Utility Commission (PUC), provided that the PUC agrees to accept jurisdiction and administration thereof. The Operator will have and maintain a Certificate of Public Conveyance from the PUC for the operation of the shuttlebuses. In the event that the PUC does not agree to accept such jurisdiction, the Operator will abide by all PUC rules and regulations that normally would have applied to the service and to operate the shuttlebuses according to the standards of the PUC and the Pennsylvania Department of Transportation.
5. The Operator will maintain all buses and trailers at a high standard to assure the safety of all users. The Operator will inspect every bus and trailer used by the Operator on a daily basis and will correct any serious safety problems involving buses and trailers as soon as identified, with the bus or trailer being removed from service until repairs are made. The Operator will clean and sanitize the buses and trailers daily or more often as necessary to maintain them in a clean, sanitary, and presentable condition at all times. The buses will not produce excessive or offensive amounts of smoke, odor, or noise.
6. All operators (contractors and employees) must have a current and valid applicable class driver's license to operate the vehicles for the entirety of this contract including all subsequent renewals.

7. All operators must provide a copy of their driver's license to the park contact before operating any vehicle for shuttle services.

**V. CONTRACTOR QUALIFICATIONS:**

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. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission as non-responsive.

**VI. MANDATORY PRE-PROPOSAL CONFERENCE:**

A mandatory pre-proposal conference will be held on **Thursday, February 27, 2025, at 10:00AM**. Prospective bidders should meet at **The Ohiopyle Visitors Center** located at **124 Main Street, Ohiopyle, PA 15470**. Interested bidders may contact Chris Houck, Park Operations Manager at 724-329-8591 or [chhouck@pa.gov](mailto:chhouck@pa.gov) for directions. Please note that there will be no accommodations made for additional site visits. *All prospective bidders must attend to be eligible to bid on this contract and must sign-in to acknowledge attendance.*

**VII. BIDDER'S QUOTED COSTS:**

Price quoted will include all equipment, fuel, employees, and licenses to provide described services necessary to fulfill contract requirements.

**VIII. INSURANCE REQUIREMENTS:**

The Operator 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 Operator'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 Operator, 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 Operator, 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 and action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

- C. Automotive Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicles.
- D. Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Operator shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the "Department of Conservation and Natural Resources" 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 Operator. 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 [jorussell@pa.gov](mailto:jorussell@pa.gov).

#### **IX. CONTRACT TERM:**

The contract will commence upon execution and receipt of Purchase Order and terminate December 31, 2025.

Further, the parties may agree to renew this contract up to four (4) additional, annual terms, subsequently starting January 1 of each year with a final termination date of December 31, 2029, upon the same terms and conditions set forth in the contract. The Department, based on past contractor performance, may negotiate an increase in the unit price(s) by a rate not to exceed 2%.

The Department will reach out to the Contractor no later than August 31 prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than September 30 prior to the termination date. The renewal notice should be mailed or faxed to:

DCNR Bureau of State Parks  
Ohiopyle State Park  
Attn: Chris Houck  
P.O. Box 105  
Ohiopyle, PA 15470  
Fax: 724-329-8591

**X. BID AWARD:**

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

- A. The electronic Invitation for Bid found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us).
- B. A properly executed Worker Protection and Insurance Certification Form.

The bid will be awarded based on lowest total sum as indicated on the IFB-Invitation for Bids.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. The Contractor will 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.

**XI. CONTRACTOR REFERENCES:**

After the bid opening, and prior to awarding the contract, the Department has the right to request references (names, addresses, and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications. Similar Work is defined as scheduled, coordinated transporting of passengers while hauling significant equipment and maneuvering vehicles and trailers through specific, limits thoroughfares.

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.

**XII. PAYMENT TERMS:**

Payment will be made on a reimbursement basis for actual services performed. Contractor will invoice monthly for services rendered on a price per day basis.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer of the Commonwealth’s Terms and Conditions for complete details and contractor’s responsibilities.

### **XIII. INVOICES:**

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

All invoices for the 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](mailto:69180@pa.gov).

For information on the Commonwealth’s E-Invoicing Program, visit:  
<http://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, 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. All invoices should be itemized to include the line item of the purchase order and the dates when shuttle services have been provided. 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, and for security purposes, should not be explicitly stated on an invoice.

### **XIV. RECEIPT AND OPENING OF BIDS:**

The bidder will complete the electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us). Emailed, faxed, 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 properly addressed and identified, or for any reason whatsoever.

**XV. BID RESULTS:**

Bidders can obtain bid results by accessing [www.emarketplace.state.pa.us](http://www.emarketplace.state.pa.us). The bids will be posted as soon as practicable. The results are the apparent bidders, and bids are under review until final award of the purchase order.

**Attachments:**

Attachment A: Park and Surrounding Area Map

Attachment B: Map of Pick-up and Drop-off Loop

Attachment C: History of Passenger Count – Years 2023 and 2024

Worker Protection and Investment Certification Form

DCNR Small Business Initiative Letter