

SPECIFICATIONS MECHANICAL MAINTENANCE

I. SCOPE OF WORK:

This agreement is for furnishing all necessary labor and material, on an “on-call” basis, to maintain mechanical equipment at the Toby Creek, Brandy Camp, Swamp Creek and Hollywood Acid Mine Drainage Treatment Plants and other Department treatment facilities in Elk or Clearfield County or within a 35-mile radius of the Toby Creek Treatment Plant, in accordance with the terms of this Invitation for Bid.

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:

When so requested, the Contractor shall provide services to maintain, repair, upgrade or replace mechanical treatment plant equipment to maintain effective treatment. Treatment plant equipment requiring these services includes, but is not limited to vertical turbine and centrifugal water pumps; submersible, centrifugal and progressive cavity sludge pumps; peristaltic, diaphragm and progressive cavity chemical dosing pumps; various motors, mixers, agitators, augers, probes, flow meters, blowers, compressors, water and chemical dosing pipelines, valves, ultrasonic fluid level transmitters, etc.

Non-emergency service calls shall be provided within twenty-four (24) hours, unless otherwise agreed upon by the Commonwealth.

Non-emergency service calls shall be paid at the Contract unit price bid per hour, which shall furnish all necessary labor, materials, equipment and incidental costs 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 Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day and shall be the day that the holiday is observed.

For an emergency service call, the Contractor shall provide the requested service within two (2) hours. If emergency service is not provided within two (2) 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 pay to the

Commonwealth all expenses incurred over the unit prices bid. A major plant shutdown 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 shall furnish all necessary labor, materials, equipment and incidental costs necessary to complete the work described herein.

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

III. CHANGES TO EQUIPMENT; REPAIR PARTS AND MATERIALS; MILEAGE:

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, this agreement may be modified in writing or terminated.

The charges for labor required at the Contractor's shop to fabricate or repair parts requested by the Department will be reimbursable, providing the Contractor supplies an estimate of the time required to conduct the shop work and which will not be exceeded without prior approval of the Department. The charges for work performed at the Contractor's shop will be paid at the same rates as for work performed at the job site.

For parts and materials, the Department shall reimburse the Contractor for its actual cost for obtaining the parts and materials, and handling and administrative expenses actually and reasonably incurred to obtain the parts and materials, such handling and administrative expenses not to exceed ten percent (10%) of the cost of obtaining the parts and materials. Such handling and administrative expenses must be clearly identified as such on invoices submitted for reimbursement. Copies of parts and materials invoices shall be submitted as backup to the Contractor's invoices.

Mileage shall be for actual mileage to and from the work site for an amount not to exceed 100 miles round trip per service to any mechanical installation.

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 effect on the date(s) of travel.

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

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

IV. INSURANCE REQUIREMENTS:

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 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. BID AWARD:

Bid Award is based on an estimate of the number of hours needed to perform these services. The bid shall be awarded based on the total sum. Bidder must bid on all line items and shall complete their bid submission at www.emarketplace.state.pa.us.

The Contract will be awarded to the lowest responsive and responsible bidder meeting all requirements.

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 or call

(877) 435-7363, choose Option 1. For questions regarding bidding help, send an email to srmhelp@pa.gov or call (877) 435-4363, choose Option 2.

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

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

Bid closing date and time: 2:00 p.m. Thursday, May 22, 2025.

VI. CONTRACTOR QUALIFICATIONS:

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 the Contractor's experience and qualifications.

VII. CONTRACT QUANTITIES:

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

VIII. CONTRACT TERM:

The Contract shall commence July 1, 2025, and terminate June 30, 2027. Further, the parties hereto may agree to renew this agreement for up to three (3) additional consecutive annual terms, with a final termination date of June 30, 2030, upon the same terms and conditions herein. The Department will give the Contractor at least ninety (90) days written notice of its desire to renew for an additional term. If the Contractor does not wish to renew, he 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 previously beginning July 1 of the renewal term. The Contractor shall give the Department at least 90 days written notice if increases are to be applied.

IX. CONTRACT REQUIREMENTS:

- A. The Contractor shall complete and submit Attachment A – Bid Award.
- B. The Contract shall comply with Attachment B, Steel Procurement Act and Trade Practices Act.
- C. The Contractor shall comply with Attachment C, Build America Buy America (“BABA”) Domestic Procurement Preference, Implementation of Executive

Order 2023-17, Commonwealth Workforce Transformation Program and Davis Bacon Prevailing Wage.

X. PAYMENT TERMS:

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