

SPECIFICATIONS ELECTRICAL MAINTENANCE

I. SCOPE OF WORK

This agreement is for furnishing all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at the Toby Creek, Brandy Camp, Swamp Creek and Hollywood Acid Mine Drainage Treatment Plants and other Department electrical installations (in Elk County or within a 35 mile radius of the Toby Creek Treatment Plant) in accordance with the terms of this Invitation to 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 Carol Layo at 814-472-1800.

II. CONTRACT TASKS

When so requested, the Contractor shall provide service within twenty-four (24) hours, unless notified that an emergency exists which requires immediate attention to keep the facility in operation. In the event of an emergency, service shall be provided within two (2) hours.

The following are examples of services and equipment to be serviced that may be required under the contract: troubleshooting to identify and repair electrical malfunctions or issues affecting the performance of overload relays, variable frequency drives, motors, treatment chemical level sensors, treatment plant call-out systems, heaters, lights and any other treatment plant equipment. Services could also include the installation of new or the upgrading of existing electrical service to support new or upgraded equipment for treatment plant operations.

The Contractor shall provide non-emergency and emergency type service to keep all electrical equipment in operation. If non-emergency service is not provided within twenty-four (24) hours after direct verbal or telephonic notification from the Commonwealth, or 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.

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.

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 the 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.

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) 435-7363, 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, March 25, 2021.

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 herein 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, 2021 and terminate June 30, 2023. 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, 2026, 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

The Contractor shall complete and submit Attachment A – Bid Award.

The Contractor shall comply with Attachment B, Steel Products Procurement Act and Trade Practices Act.

X. PAYMENT TERMS

Payment shall be made on a reimbursement basis. 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 electrician and helper, with travel time being limited to a maximum of two (2) hours per day per person for services.