

CONTRACT REQUIREMENTS

The Contractor agrees to comply with Attachment A, Federal Requirements, which include new requirements addressing the Buy America Domestic Procurement Preference, as attached.

Where applicable, compliance with the “Davis-Bacon Act” and “Federal Funding Accountability and Transparency Act” is also required as set forth in Attachment A.

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 skillful 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 its expense and shall be made with 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.

BID AWARD

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-pscrportal@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, October 12, 2023.

CONTRACTOR QUALIFICATIONS

After bid opening and prior to award, the Department reserves the right to request three

references.

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.

CONTRACT TERM

The Contract shall commence upon execution and terminate December 31, 2024. Further, the parties hereto may agree by Contract to renew this agreement for up to four (4) additional consecutive annual terms, with a final termination date of December 31, 2028, upon the same terms and conditions set forth in the Contract. 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 January 1 of the renewal term. The Contractor shall give the Department written notice if increases are to be applied.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth:

- A. Workers' Compensation Insurance sufficient to cover all of the employees of the Contractor working to fulfill this Contract.
- B. 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.
- C. 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.

Such policy shall name the property owner(s) listed below and the Commonwealth as additional insureds. 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.

PAYMENT TERMS

Payment shall be on a reimbursement basis for services performed. Contractor shall submit invoice(s) within thirty (30) days of completing services performed.

For Work Site Mobilization and Demobilization, the Contractor shall be paid forty percent (40%) upon completion of Mobilization and sixty percent (60%) shall be paid upon completion of Demobilization. Invoices shall be submitted upon completion of each assigned project or the last Friday of each month that a project runs, whichever occurs first.