

STATEMENT OF WORK
Pennsylvania Department of Conservation and Natural Resources
Bureau of Geological Survey
Whole Rock Geochemical Analysis

I. SCOPE OF WORK

The Pennsylvania Department of Conservation and Natural Resources (DCNR), Bureau of Geological Survey, hereafter designated "the Department," requires services of a Contractor to conduct whole rock geochemical analysis for a wide variety of geologic materials.

Any questions regarding the technical specifications of this Contract should be directed to Adam Ianno at 717.702.2033 or aianno@pa.gov. (**Email communication is preferred.**) Any questions concerning the contracting or bidding procedures should be directed to Lynda Cashner at 717.783.4884 or lcashner@pa.gov.

II. CONTRACT TASKS

The work to be performed under this Contract shall follow the written instructions (work orders) provided by the Department for the specified samples submitted, in accordance with the Technical Specifications (Attachment A).

The awarded Contractor shall receive work orders with specific samples that will be delivered by postal mail or other means to its official address. All of the required analyses for any samples submitted by the Department to the Contractor shall be completed and the results of such analyses reported in their entirety to the Department.

The Contractor agrees to furnish all necessary labor, material, and equipment to perform all the work required herein in an expeditious, substantial, professional, and workman-like manner at its own facility.

III. CONTRACT REQUIREMENTS

Samples may be submitted to the laboratory as trimmed rock, crushed rock, or powder. Additional preparation including crushing and pulverization may be required in some cases. Pulverization is to be done with material that minimizes contamination such as mild steel or agate. Tungsten carbide or stainless steel is not to be used. In addition to guarantee total analysis of trace elements in refractory minerals, sample preparation for analysis should involve methods such as borate fusion or analysis of whole rock powders.

Samples are to be analyzed for major, minor, trace and rare earth elements. The analytical methods to be used will include:

- A.** Inductively coupled plasma
 - 1. Optical emission spectroscopy (ICP-OES)
 - 2. Mass spectrometry (ICP-MS)

- B.** X-ray fluorescence (XRF)
 - 1. Lithium borate fusion bead
 - 2. Pressed pellet
- C.** Instrumental neutron activation analysis (INAA)
- D.** Other procedures for other elements (mostly volatiles)
 - 1. Infrared
 - 2. Cold Vapor FIMS
 - 3. Ion Specific Electrode
- E.** Quantitative mineralogy (Rietveld) + clay speciation analysis

Remaining samples are to be returned after analysis. (Refer to Section VIII.).

The list of required analyses and detection limits are listed on Attachment A.

IV. POTENTIAL OF ADDITIONAL LINE ITEM(S)

Upon mutual agreement of the Department and the Contractor, items that are consistent with the overall scope of work of the Contract may be added, at a unit price mutually agreed to, upon receipt of a valid written quotation from the Contractor.

The Contract shall then be amended to include the additional item(s).

V. ISSUANCE OF PURCHASE ORDERS

DCNR will issue Purchase Orders against this contract. These orders constitute the contractor's authority to deliver the services as described in the Purchase Order. All Purchase Orders received by the contractor up to and including the expiration date of the contract are acceptable and must be performed in accordance with the order and the contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the contract.

VI. CONTRACT TERM & ESCALATION CLAUSE

The contract will commence on July 1, 2024 and terminate on June 30, 2025.

Further, the parties may agree to renew this contract up to four (4) additional annual terms, with the final termination date of June 30, 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 3%.

The Department will reach out to the Contractor no later than February 28th prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide notification of the intent to renew, including the requested price increase if desired, to the Department no later than March 31st prior to the termination date.

VII. INSURANCE

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

- A.** Workmen's Compensation Insurance for all of the Contractor'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 Contractor, 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 Contractor, 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 any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "The Commonwealth of PA-DCNR" 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. These certificates shall include the location and a brief description of the work to be performed under the contract.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). 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.

VIII. SAMPLE RETURNS

Remaining samples discussed in Section III. must be returned to the Department in a timely fashion. The awarded vendor will return the samples by the most economical shipping service and invoice the Department separately for this service. The actual shipping charge for the return of samples shall be invoices separate from the analysis services performed and will not be part of this contract.

Samples are to be sent to: Adam Ianno
DCNR - PA Geological Survey
3240 Schoolhouse Road
Middletown, PA 17057

IX. PAYMENT TERMS

Payment shall be made to the Contractor for actual services performed upon satisfactory completion of analysis, and delivery of analytical results.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.24 CONTRACT-016.2 Payment of the Commonwealth's Terms and Conditions for complete details and contractor's responsibilities.

X. INVOICES

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

All invoices for this contract MUST either be:

- A. Emailed to the following for a Paperless Email Invoice Option: 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 Pennsylvania – 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. 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, for security purposes, should not be explicitly stated on an invoice.

XI. CONTRACTOR REFERENCES

After the bid opening and prior to awarding the contract, the Department has the right to request three (3) references (name, mailing address, email address, and telephone number) who have had the same kinds of whole rock geochemical analysis performed during the previous two (2) years as proof of qualifications to perform the work involved in this Contract.

References are an optional tool available to the DCNR 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 DCNR 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. BID AWARD

Bidder must complete and return the following with their bid response:

- A.** The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us.
- B.** A properly executed Worker Protection and Investment Certification Form.

Bids will be awarded based on lowest total sum.

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

The unit price shall include all labor, materials, equipment, tools, insurance, and all items necessary to complete contract tasks.

Note: The Department will only accept out to two (2) decimal points when entering your "Unit Price" figures in the bid.

XIII. RECEIPT AND OPENING OF BIDS

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us. Faxed, emailed, and mailed bids 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.

XIV. BID RESULTS

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/bidtabs.aspx. The bids will be posted as soon as practicable following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the contract.