

STATEMENT of WORK

DELIVER, TAIL-GATE and COMPACT SHALE

RIDGE ROAD FOREST DISTRICT #1 CUMBERLAND COUNTY

I. **SCOPE OF WORK:**

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources (DCNR), Michaux State Forest, requires services to deliver and compact approximately 13,300 tons (approximately 633 tri-axle loads) of shale to Ridge Road.

Questions regarding the technical aspects of this bid should be directed Jason Hall reachable at jahall@pa.gov or 717-783-0392. Questions regarding the bidding or contractual aspects of this bid should be directed to Jody Russell, reachable at jorussell@pa.gov or 717-783-2566.

II. **CONTRACT REQUIREMENTS:**

The following is a requirement of this bid solicitation. Failure to comply with any of these requirements could result in a non-responsive determination and subsequent disqualification for the Contractor.

- A. **Reciprocal Limitations Act Form:** The Contractor must include with their solicitation response a properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured with their bid response.
- B. 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 non-responsive.

III. **CONTRACT TASKS:**

The following tasks must be completed in performance of the contract:

- A. **Schedule of Work:** The Forest District contacts noted in Section I: Scope of Work will request the Schedule of Work. Within two weeks of said request, the lowest responsive and responsible Contractor must submit a fully executed and signed Schedule of Work to the respective Forest District Contacts.

The Schedule of Work must include:

1. The quarry name and contact information (name, address, phone number, and email address if applicable).
2. The name and contact information of any intended subcontractors (name, address, phone number, and email address).
3. The proposed schedule for the delivery and application of the shale.

Please note that the Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Forest District Contact, which consent may be withheld at the sole and absolute discretion of the Forest District Contact.

B. Delivery of Shale

1. The Contractor cannot begin delivery of the shale to the job site until the following three conditions are met:
 - a) A fully executed Purchase Order is received by the Contractor, **and**
 - b) A Schedule of Work has been provided to and approved by the Forest District Contacts, **and**
 - c) The Forest District Contacts for the DCNR has given the Notice to Proceed with delivery to the Contractor.
2. Should environmental conditions preclude the start of delivery of shale material, the DCNR may delay delivery until conditions are satisfactory for placement and compaction. Any such delay is at the discretion of the DCNR and will be relayed to the Contractor in writing.
3. Delivery must be at a minimum rate of 600 tons per day (or 28 tri-axle loads).
4. No material can be delivered before 7:00 a.m. or after 5:00 p.m. without written preapproval by the DCNR Forest Contacts
5. Delivery must continue on an uninterrupted basis. Any delays in delivery must be immediately relayed to the Forest District Contact.
6. All trucks must be driven by individuals capable of tailgating material on the roadway.

F. Placement and Compaction of Shale

1. Shale placement is to begin approximately at GPS coordinate 40° 6'26.75"N, 77° 11'29.49"W, which is approximately 0.73 miles west of the intersection of Ridge Road and Lakeside Drive (refer to project map) and proceed **west** until the contracted tonnage is delivered and compacted. Forest Contact(s) will specify exact beginning location at the start of the project.
2. Shale is to be placed to an average width of 18 feet and creating a 3/4 inch per foot (6%) crown in the compacted surface. Material must be placed in a single, compacted lift of 12 inches.
3. The surface of the road is to average **18 feet** in width and to be crowned to DCNR's specifications.
4. After placement, the **material is to be compacted by the Contractor** to an average finished depth of 12 inches.
 - a) Compaction must be completed with a minimum 10-ton static, 20-ton vibratory, single steel drum or double-steel drum roller. The roller must be equipped with a fully operational as well as properly adjusted drum scraper bars.
 - b) Use of alternate compaction equipment will be approved only at the discretion of the DCNR.
 - c) Shale material must be compacted to a minimum of 92% of the dry-mass (dry-weight) density, or to a state of non-movement. The DCNR, through its designated representative(s), will determine the in-place density and compaction based upon visual non-movement of material.

G. Use of Roads

1. The DCNR does not guarantee the successful Contractor the use of roads maintained by the PennDOT, townships, or other agencies or owners.
2. The Contractor must contact the PennDOT-posted highway coordinator and/or officials of other roads needed for this project to inquire about possible restrictions, including weight limits, that would prevent or limit use.
3. The Contractor is responsible for obtaining all necessary Road Use Permits and/or any associated bonds from the PennDOT, townships, or other agencies or owners.

IV. PRE-BID CONFERENCE:

A mandatory pre-bid conference will be conducted prior to the bid opening. The pre-bid conference will be held on Monday, April 22, 2024, at 10:00 AM.

Prospective bidders must meet at intersection of Ridge Road and Lakeside Drive in Mount Holly Springs to discuss job specifications and to tour the job site. All prospective bidders should sign-in to acknowledge attendance.

The meeting site is located at the intersection of Ridge Road and Lakeside Drive in Mount Holly Springs (just south of Mount Holly Springs Borough and west of State Route 34). GPS coordinates are 40.1062 North, -77.1805 West.

Contractors may not request an alternate date if unable to attend the scheduled pre-bid conference; all interested Contractors must attend on the noted date and time.

V. CONTRACTOR REFERENCES:

After the bid opening and prior to awarding of the contract, the DCNR has the right to request three (3) references (name, addresses, and telephone numbers) for whom similar work has been performed by the Contractor as proof of qualifications to perform the work involved in this contract. Similar work is defined as the placement and, when applicable, the rolling of at least 14,000 tons of Driving Surface Aggregate, 2A aggregate, Trail Surface Aggregate or shale.

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 DCNR.

VI. LIQUIDATED DAMAGES:

If any item is not delivered or performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth's programs and utilizing the item, to the loss and damage of the Commonwealth. From the nature of the case, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action.

The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$250.00 per day per item, and they agree that in the event of any such delay, the Contractor shall pay such amount as liquidated damages and not as a penalty.

The Commonwealth, at its option, for amounts due the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. The Commonwealth shall notify the Contractor in writing of any claims for liquidated damages pursuant to this paragraph before the date the Commonwealth deducts such sums from money payable to Contractor. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the amount of liquidated damages.

VII. PERFORMANCE BOND

The Contractor is required to submit performance security in the amount of 10% of the total price of the contract. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier's check drawn to the order of the "Commonwealth of Pennsylvania". All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth's damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

Original performance security must be mailed to the Procurement Contact located at:

FedEx, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Jody Russell 400 Market Street, 7 th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Jody Russell PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security must also be emailed to jorussell@pa.gov.

The purchase order will not be issued until the performance security is furnished.

VIII. DCNR STANDARD BOND FORM:

Should the awarded contractor elect to select a Performance Bond as its security, the contractor must utilize the DCNR Standard Bond Form. Only the awarded contractor must submit a performance bond. The DCNR Procurement Contact will email the DCNR Standard Bond Form to the awarded vendor prior to the execution of the Purchase Order. If a performance bond is submitted on a bond form other than the DCNR Standard Bond Form, the DCNR will reject the bond.

IX. INSURANCE:

The Contractor 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 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 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 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.

A copy of the insurance certificates must be mailed to the Procurement Contact as directed in Section VII: Performance Bond or they must be emailed to the Procurement Contact at: jorussell@pa.gov.

X. CONTRACT TERM:

The contract will commence upon receipt of Purchase Order and terminate June 30, 2024.

XI. BID AWARD:

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

- A. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
- B. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.
- C. 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 DCNR.

XII. PAYMENT TERMS:

Payment will be made upon satisfactory completion of the project for actual services performed.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.21 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024) of the attached Commonwealth's Terms and Conditions for complete details and contractor responsibilities.

XIII. SERVICE SLIPS:

To ensure prompt payment, the Contractor must provide a service slip(s) to the District Office after the completion of the project.

XIV. INVOICES:

Invoice format must 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: Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.Vnmr06M06Uk>

- B. Or **mailed** to the following address:

Commonwealth of PA – PO Invoice
P.O. Box 69180
Harrisburg, PA 17106

All invoices must include the purchase order number. The company name and address listed on the purchase order also must be listed on each invoice. Failure to provide this information may result in a delay of payment.

Please Note: Contractors 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.

XV. 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 **will not** be accepted.

No responsibility will be attached to any employee of the DCNR for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

XVI. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/. 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 purchase order.

Attachments:
Project Location Map

the Contractor, and any and all subcontractors from claims for damages for

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