

**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

**REQUEST FOR PROPOSALS
ROTHROCK STATE FOREST TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAILS**

**LOCATION:
PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

**PROPOSAL DUE DATE AND TIME:
FRIDAY, DECEMBER 17, 2021 AT 4 P.M. ET**

**PROJECT MANAGER:
JAY ZIEGLER
FRIENDS OF ROTHROCK STATE FOREST
ZIEGLER@ZIEGLERAUCTION.COM
(717) 580-3154**

**OWNER'S REPRESENTATIVE:
JEREMY WIMPEY
APPLIED TRAILS RESEARCH
JEREMYW@APPLIEDTRAILSRESEARCH.COM
(443) 629-2630**

**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
INVITATION TO PROPOSAL
ROTHROCK TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAIL CONSTRUCTION**

The Pennsylvania Parks and Forests Foundation (PPFF) will receive email Proposals until 4:00 P.M. local time on Friday, December 17th, 2021 for the ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS project. This invitation to Proposal is for a contractor to provide all labor, equipment, supplies and materials in performing all operations is necessary for the complete and proper development of identified (Phase 1- approximately 7.29 miles) trail facilities at the ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS.

Email Proposals to rothrocktrails@paparksandforests.org. The Bidder further understands that the PPFF shall determine in its sole discretion the lowest responsive and responsible Bidder, and the PPFF may reject any and all Proposals or make substitution, waive defects it deems unsubstantial in any Proposal, and that if an award is made, the PPFF will award the Proposal in the best interest of the PPFF. Award of bid is subject to funding appropriation for this project. The PPFF reserves the right to reject any or/all Proposals, to waive any formality, and/or accept the Proposal deemed in the best interest of the PPFF. The project will be awarded to the lowest responsive and responsible bidder.

A pre-bid meeting will be held on November 30th, 2021 at 230 pm Eastern. Call in Details:

Dial-in Number: (605) 468-8021
Access Code: 414033

Contractor’s written questions can be addressed via email to rothrocktrails@paparksandforests.org prior to 5 pm local time (Eastern Standard) on December 8th, 2021. Responses will be distributed to all email contacts and via the Professional Trailbuilders Association website and email distribution (www.trailbuilders.org) prior to 5 pm local time (Eastern Standard) on December 10th, 2021. Proposals are due, via email to rothrocktrails@paparksandforests.org, by 4 pm ET on December 17, 2021.

Proposal Timeline and Key Dates	
Date	Action
November 22 nd , 2021	Solicitation Distributed
November 30 th , 2021 230PM ET	Pre-bid Call
December 8 th , 2021	Written Questions Due
December 10, 2021	Responses and Addenda Posted
December 17, 2021 4PM ET	Proposals Due
December 17 – 23, 2021	Proposals Reviewed and Evaluated
January 3 – 7, 2022	Contract Negotiation
Mid-January 2022	Award Finalized

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**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

CALL FOR PROPOSALS:

1. **Emailed Proposals** for ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS will be received at rothrocktrails@paparksandforests.org until **4:00 P.M. local time, December 17th, 2021**.
2. Proposals must be received by the time and date specified. A confirmation email (reply) will be sent to all bidders within 24 hours of a Proposal being received via email.
3. No Proposal will be considered which modifies in any manner any of the general provisions, specifications or the bid form.
4. A Proposal will be considered “Responsible” if, at the sole discretion of PPF, its agents, and property owner (Rothrock State Forest), the CONTRACTOR QUALIFICATIONS provide reasonable assurance that a high-quality, timely-delivered product based on information supplied by the Bidder and reference providers will be delivered by the CONTRACTOR.
5. In case of an error in the extension of prices in the bid the unit prices will govern.
6. A Proposal that is in the possession of the PPF may be altered by a letter bearing the signature and name of the person authorized for bidding provided it is received prior to the time and date of the Proposal closing; this will only be accepted via email. It is the bidder’s responsibility to confirm receipt of this alteration by the PPF.
7. A Proposal that is in the possession of the PPF may be withdrawn by the bidder up to the time and date of the bid closing. Proposals may not be withdrawn for a period of 30 days after the bid closing (i.e., **January 15th, 2022**).
8. When the bid exceeds \$25,000.00 the successful bidder must, within twenty (20) calendar days after notification of award, deliver to the owner an executed Contractor’s Performance and Payment Bond in the amount at least equal to One Hundred Percent (100%) of the accepted bid as security for the faithful performance of the contract.
9. If during the contract period change orders increase the Original Contract amount, it will be necessary for the Contractor to furnish PPF additional bonding coverage so that 100% of the Contract Amount is always provided.
10. A formal contract will be issued and the work contemplated will be covered by a SERVICE CONTRACT, (a non-paying document). PPF shall voucher against the SERVICE CONTRACT. All payments shall be handled through PPF, as approved by the Owner’s Representative.

11. Acceptance of the SERVICE CONTRACT will be deemed to mean acceptance of the contract work as specified in the Bid.
12. Final payment of 10% of the total contract amount will be made the Forty-first (41) day after the first Notice of Completion and Acceptance of all work.
13. In the event that all of the work is not completed by **December 15th, 2022**, the PPF will assess (\$300.00) *Three Hundred Dollars per* calendar day, not as a penalty, but as liquidated damages to PPF.
14. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every calendar day until all items shown on the bid are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.
15. Failure of the successful bidder to furnish the equipment, materials, supplies, or perform the service awarded from his bid shall eliminate the bidder from the active bidder's mailing list.
16. The PPF hereby notifies all prospective bidders it will affirmatively assure that minority business enterprises will be afforded full and equal opportunity to submit bids in response to this invitation and are specifically encouraged to do so. The PPF further assures that it will not discriminate against anyone on the grounds of race, sex, age, color or national origin or disability in consideration for an award.

**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

**ROTHROCK STATE FOREST TRAIL CONSTRUCTION
PHASE 1: MUSSER GAP TRAILS**

GENERAL PROVISIONS:

1. **LICENSES, PERMITS AND TAXES:**

The contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2. **LAWS TO BE OBSERVED:**

The contractor shall keep fully informed on all Federal and State laws, all local bylaws, regulations, ordinances and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affects those engaged or employed on the work, or which in any way affects the conduct of the work. ~~He~~ The contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The contractor shall protect and indemnify PPF and the Department of Conservation and Natural Resources and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order of decree whether by the contractor or employees of the contracting company.

No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the contractor for any of the above reasons.

3. **CONTRACTOR'S INSURANCE:**

a) The contractor shall not commence work under this contract until he has obtained all the insurance required hereunder are submitted and such insurance has been approved by the PPF and the Department of Conservation and Natural Resources. Approval of the insurance by the PPF shall not relieve or decrease the liability of the Contractor hereunder. Requirements include:

a. Workers' Compensation and Employer's Liability Insurance. The Contractor shall provide proof of workers' compensation coverage for all its employees who are to work on the project described in this Contract. The Contractor shall also supply to the Owner proof of workers' compensation and employers' liability insurance, if required, on each and every subcontractor prior to allowing that subcontractor on the job site.

b. Commercial General Liability Insurance. The Contractor shall provide coverage, during the entire term of this contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and products and completed operations, in an amount not less than *Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) in aggregate. The Pennsylvania Parks and Forests Foundation and the Department of Conservation and*

Natural Resources will be named on the insurance policy as an additional insured and certificate holder during the terms of this contract. Such insurance shall be non-cancelable.

- c. Certificate of Good Standing. The Contractor shall provide a Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.
 - d. Payment of Premiums and Notice of Revocation. All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
 - e. PPFF May Insure for Contractor. In case of the breach of any provision of this Section, the PPFF, at the PPFF's option, purchase and maintain, at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the PPFF may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found to be due or become due to the Contractor under this Contract.
 - f. PPFF'S RIGHT TO REJECT: The PPFF reserves the right to reject a certificate of insurance if the Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This includes, but is not limited to, insurance companies with an "Omit" rating in the A.M. Best insurance rating guide.
 - g. PPFF'S RIGHT TO CONTACT INSURER: The PPFF shall have the right to consult with the Contractor's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - 1. Exclusions endorsed;
 - 2. Claims in progress, which could significantly reduce the annual aggregate limit;
 - 3. If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to:
 - A. Retroactive dates;
 - B. Extended reporting periods or tails; and
 - C. Any applicable deductibles.
- b) COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
- The Contractor shall take out and maintain during the life of the contract, the statutory Worker's Compensation and Employer's Liability Insurance for all his employees who are to be engaged in work on the project under this contract. The Contractor shall also supply the PPFF proof of Compensation and Employers Liability Insurance on each and every sub-contractor prior to their being allowed on the job site.

4. PRE-BID MEETING, LOCATION:

A pre-bid site meeting will be held via conference call on November 30th, 2021 at 2PM Eastern Time. Call in Details:

Dial-in Number: (605) 468-8021
Access Code: 414033

5. CONTRACT TIME:

Said work shall commence upon receipt of the Notice to Proceed, following April 1, 2022, and shall be completed within the contract dates. Concept of the work is to take place only when the ground has thawed. Bidders shall understand that if circumstances so arise that a contract extension is needed, one shall be granted due to inclement weather, acts of God and acts beyond the control of the contractor, such as strikes, fire, lockouts, unusual delays in shipment. The Owner's Representative and the contractor shall mutually agree on a reasonable extension of time.

6. EXTRA WORK:

The contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable in order to complete fully the work contemplated.

Such work shall be performed only when authorized and as directed by the PPF in writing. The PPF will determine whether the work at issue is extra work, or is work which was contemplated in the contract.

7. PENNSYLVANIA STATE PREVAILING WAGE ACT (PWA):

Not less than the prevailing hourly rate of wages for work under this bid shall be paid to all workers unless otherwise specified in writing by the PA Bureau of Labor Law Compliance (717-705-7256) prior to this Proposal opening.

8. CONSTRUCTION WAGE AND EMPLOYEE RECORDS:

Contractors and all sub-contractors to maintain accurate records of employees, names, occupations and wages paid to employees, which is reviewable by the PA Department of Labor & Industry, the Department of Conservation and Natural Resources, or the PPF. Violation of this section is subject to criminal sanctions.

9. SALES AND USE TAX:

Direct purchases of materials by the PPF are exempt from Pennsylvania Sales and Use Tax. Contractors purchasing and consuming materials, equipment and supplies for their performance of alterations, improvement of repair of real property are subject to the Pennsylvania Sales or Use Tax. Purchases by Contractors of equipment, materials, and supplies consumed in contracts with the United States Government, the State of Pennsylvania, its departments and institutions and the political sub-division thereof are subject to the Pennsylvania Sales or Use Tax.

The Contractor shall cause each of his sub-contractors to abide and perform their work on the same terms and conditions as provided in the above. The Contractor shall cause the above statement to be inserted in any contract or agreement between the contractor and its sub-contractors.

10. BASIS OF AWARD:

The PPF reserves the right to reject any and all Proposals, to waive any and all informalities and to negotiate contract terms with the successful bidders, and the right to disregard all non-conforming, non-responsive or conditional Proposals.

In evaluating Proposals, the PPF shall consider the qualifications of the Bidders, whether or not the Proposals comply with the prescribed requirements and hourly rates and unit prices, if requested in the bid forms, are extended correctly. **To be considered a responsive Bidder, the following must accompany the bid form:**

- 1. CONTRACTOR QUALIFICATIONS- Project Description and reference contact information for not less than three (3) similar natural surface trail construction projects that include similar specifications and amount of trail constructed to those outlined in this project;**
- 2. PROJECT APPROACH- Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.**

The PPF may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Bidders, proposed sub-contractors and other persons and organizations to do the work in accordance with the Contract Documents to the PPF's satisfaction within the prescribed time.

Unless otherwise specified by the PPF or the bidder, the PPF may accept any item or groups of items in the bid as may be in the best interest of the PPF. If the contract is to be awarded, it will be awarded to the bidder deemed to provide the lowest responsive and responsible bid and whose evaluation by the PPF indicates to the PPF that the award will be in the best interest of the PPF.

11. WARRANTY PERIOD:

If after the approval of final payment and prior to the expiration of one year after the date of Final Completion or such longer period as may be prescribed by law or by the terms of any applicable special guarantee, the Contractor shall promptly, without cost to the PPF and in accordance with the PPF's written instructions, either correct such defective work or, if it has been rejected by the PPF, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instruction, the PPF may have the defective work corrected or the rejected work removed and replaced, and all costs incurred therefore, including compensation for additional professional services, shall be paid by the Contractor and its sureties. The remedies provided in this section are in addition to all other remedies available to the PPF under applicable laws and shall not be construed as exclusive of any other legal right or remedy available to the PPF.

12. INDEMNIFICATION:

The Contractor shall indemnify, defend, and hold harmless the PPF and the Department of Conservation and Natural Resources and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

13. SOVEREIGN IMMUNITY:

The PPF does not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Pennsylvania Statute (1980, Oct. 5, P.L. 693, No. 142, § 221(i)) and all other state law.

14. DCNR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS FOR THE RECREATIONAL TRAILS PROGRAM:

(a) Policy for Federally-Funded Projects. It is the policy of the U.S. Department of Transportation (DOT) and the Department that DBEs, as defined in 49 CFR Part 26, as amended, (Part 26) and this specification, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, as amended, apply to this contract.

(b) DBE Obligation. Take all necessary and reasonable steps to ensure that all DBE shall have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

(c) Failure to Comply with DBE Requirements. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of the Contract, or such other remedy as the Department deems appropriate, which may include, but is not limited to:

1. Withholding progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

(d) Small Business Enterprise (SBE) Participation. Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract. There is no SBE goal.

15. BUY AMERICA ACT PROVISIONS (23 CFR 635.410):

This project is fully funded through the PA Recreational Trails Program and the Federal Highway Administration. For this reason, the following must be met: 1. Buy America Program- The federal Buy America Program requires that all projects that permanently incorporate iron and steel must use products manufactured domestically. The grantee should review the U.S. Department of Transportation Buy

America webpage at <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm> for more information. The grantee must notify their design consultant of these requirements. Design consultants must consider these requirements in the development of the specifications and designs. Specifically, the federal requirements state: i. “All manufacturing processes of steel or iron materials in a product, including coating; and any subsequent process that alters the steel or iron material’s physical form or shape, or changes its chemical composition; are to occur within the United States. This includes rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes all processes that protect or enhance the value of the material, such as epoxy coatings, galvanizing or painting.” ii. The grantee must include notification of the Buy America provisions in their bid or RFP specifications for procurement of steel, iron or manufactured goods. See Attachment F.

**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

BID FORM:

In compliance with the Call for Proposals, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in accordance with the Call for Proposals, General Provisions, Specifications and Drawings, and any and all Attachments and Addenda for considerations in the following amounts:

1. That for and in consideration of the amount shown above, this contractor shall perform the work of the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in a good professional and substantial manner and to the full satisfaction of the PPF. In the prosecution of the work, the Contractor shall, at its own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by the PPF, as provided in the Specifications or General Provisions, and shall perform the work in strict conformity with the General Provisions and Specifications relative to this work.
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, the PPF shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated above.
3. Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damage will be sustained by the PPF, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the PPF will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the PPF, as agreed damages and not as penalty, (\$300.00) Three Hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the PPF may have to claim, sue for, and recover as compensation and damages for non-performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, whatsoever, in the progress of the work.
4. Said work shall be commenced upon notice to proceed, after April 1, 2022, only during periods of thawed ground, and shall be completed per contract documents provided. However, that should the Contractor be delayed in the execution of the work by any act, neglect or fault of the PPF, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the

completion of the work may be extended as determined by mutual agreement of the parties hereto. The PPFf hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding said PPFf, and accept the remainder of the work or any portion thereof, whether completed or not and without in any way thereby releasing the bid bonds of said Contractor.

5. It is also agreed by the parties hereto that the Call for Proposals, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of the PPFf, they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Bonds and Certificate of Insurance in accordance with the General Provisions and bid as accepted.
7. The bidder hereby agrees that should they be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry. (see attachment G)
8. The bidder also covenants and agrees and that this Proposal is made without collusion with any other person, firm or corporation; that the bidder has carefully examined the Call for Proposals, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and, on the conditions, set forth in the General Provisions.

Bidder to acknowledge receipt of the Addenda: _____/_____/_____/_____

(Name of Bidder)

(Street Address)

(E-mail address)

(Print Name of Person Signing and Title)

(Signature)

(City, State, Zip)

(Phone Number)

SIGNATURE PAGE

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.
- 1.3 The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Bidder acknowledges receipt and review of attachments A-G and all Addenda.

2. GENERAL INFORMATION:

Company Name _____ Phone _____

Signatory's Name _____ Fax _____

Signature & Title _____ (Date) _____

Mailing Address _____

City _____ State _____ Zip _____

Email Address _____

SSN/Employer Identification Number _____

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- Sole Proprietorship General Partnership
- Corporation Limited Partnership
- Limited Liability Other _____

If Bidder is a sole proprietorship, list:

Owner Name _____ Phone () _____

Mailing Address _____

City _____ State _____ Zip _____

SSN/Employer Identification Number _____

Beginning date as owner of sole proprietorship _____

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

VERIFICATION

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

(Name and Title)

(Date)

Bids shall include sales tax and all other applicable taxes and fees. In case of a discrepancy, the “unit price” will govern over the total.

NAME OF BIDDER _____

DATE _____

**PENNSYLVANIA PARKS AND FORESTS FOUNDATION
704 LISBURN ROAD #102
CAMP HILL, PA 17011**

**SPECIFICATIONS FOR: ROTHROCK STATE FOREST TRAIL CONSTRUCTION
 PHASE 1: MUSSER GAP TRAILS**

SCOPE: **Completion of an on-site investigation of existing conditions, furnish all labor, equipment, supplies and materials in performing all operations necessary for the complete and proper development of identified (Phase 1) trail facilities in the Rothrock State Forest Trail Construction project. The project includes four (4) segments of trail, totaling approximately 7.29 miles of construction (See Attachment A- Trail Specifications).**

DIVISION 1 - GENERAL REQUIREMENTS

Section 1.1 PROJECT LOCATION

The work is located on land owned by the Pennsylvania Department of Conservation and Natural Resources, Bureau of Forestry, Rothrock State Forest and managed by the PPF.

Section 1.2 DESCRIPTION OF WORK (SEE ATTACHMENT A)

The general components of the work to be performed under these plans and specifications include furnishing and installing the following:

- a. Furnish and install natural surface, singletrack trail
- b. Furnish and install bridges, puncheon, and rock armoring associated with the trail construction and specified within the construction documents.

Section 1.3 LAYOUT

Layout of the center of a 100-foot wide trail corridor has been completed and flagged. The contractor shall place

and establish stakes and markers as may be necessary for control and guidance of the construction operation and shall be responsible for all measurements that may be required for the execution of the work. The Owner's Representative shall approve all proposed, final locations of bridges, puncheons, and rock armored trail tread.

Section 1.4 SUBMITTALS

Submittals shall be interpreted to include drawings, data, manuals, certifications, warranties, samples, and other items furnished by the Contractor for approvals. Submittals will be given to the Owner's Representative and the PPF. The following submittals will be required for this project:

- 1.) Proposed Construction Schedule
- 2.) Proposed approach to the project, including materials/machinery (none with operable track base width greater than 72"), operators, and operator experience with each machine.

Section 1.5 MATERIALS

Materials as used in these specifications shall mean equipment, machinery, product, component or any other item to be incorporated in the work. DCNR will provide up to 30 tandem loads of shale tread surfacing material for use by the contractor. Delivery will be made to Musser Gap or Hale Gap as coordinated with the contractor.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. Substitute materials may be used, provided no substitute materials shall be used without prior written approval by the Owner's Representative and Rothrock State Forest. The Owner's Representative determination as to whether substitution will be permitted will be final and conclusive.

Section 1.6 ACCESS AND HAUL ROUTES

The Contractor shall make his own investigation of the condition of available public or private roads to determine clearances, restrictions, and other limitations that affect transportation at the job site.

Existing roads are available for the Contractor's use provided they are inside the project boundary. The Contractor will repair any damage on existing roads caused by the Contractor.

The hauling of sand, gravel, earth materials, concrete, or other hauling, shall be in compliance with

applicable local regulations and shall minimize interference with local traffic. Where haul routes cross public roads or highways, the Contractor shall provide barricades, flag people, and other necessary precautions for the safety of the public. The Contractor will take all necessary precautions so as not to unnecessarily restrict traffic flow on Forest Roads and entering nearby roads and highways.

Section 1.7 POWER AND WATER

The Contractor shall make all necessary arrangements and shall provide all power and water required for construction purposes. At the termination of this contract, the Contractor shall dismantle and remove all distribution lines used for construction that are not part of the permanent installation. Contractor will call for existing utility locates if necessary.

Section 1.8 STAGING AREA

Staging areas for on-site storage of equipment, materials, or other items that are needed for construction will be approved by the Owner's Representative and Rothrock State Forest before construction of this contract begins.

Section 1.9 PRESERVATION OF VEGETATION

The Contractor shall exercise care to preserve the natural landscape, including trees and shrubs, and shall conduct construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works or excavation operations, all trees, native shrubbery, and vegetation, shall be preserved and protected from damage by the Contractor's construction operations and equipment.

All unnecessary destruction, scarring, damage or defacing of the landscape resulting from the Contractor's operations, shall be repaired, replanted, reseeded or otherwise corrected as directed by the Owner's Representative and at the Contractor's expense.

After completion of the work, all areas disturbed by construction that do not require landscaping or planting, shall be scarified and left in a condition which will facilitate natural vegetation, provide for proper drainage and prevent erosion.

Section 1.10 CLEAN-UP

Due to the public nature of the sites, clean-up during construction is extremely important. General clean-up will be carried out by the Contractor over the limits of the entire project to the satisfaction of the Owner's Representative. This includes touch-up work, patching, and clean-up of all materials related to this contract and Contractor. Clean-up will not be paid for separately but will be included in the prices bid in the schedule.

Section 1.11 ADJUSTMENT OF TOTAL CONTRACT PRICE

The amount of funds available for this project is a set amount and cannot be overrun. If the total amount exceeds the monies available, the scope and amount of the bid will be adjusted by the amount necessary to bring it in line with the monies available.

In such a case, the unit prices will not be changed but the quantities will be decreased. Should the amount decreased exceed twenty-five (25%) percent of the total bid, new unit prices can be negotiated by the PPF and the bidder.

Section 1.12 GUARANTEE AND WARRANTY

A one (1) year guarantee and warranty will be provided by the Contractor on all work of this project. Any portions needing replacement or repair within one (1) YEAR FROM THE DATE OF WRITTEN ACCEPTANCE by the PPF shall be completed by the Contractor at their expense, within a time frame agreed upon by PPF. All manufacturer warranties shall be transferred to PPF.

DIVISION 3 - EARTHWORK

Section 3.1 GENERAL

All costs for earthwork of this project; excavation, stripping and backfilling, are considered subsidiary to the installation of natural surface trail and associated costs are to be included with the associated bid items, not to be paid separately. Bidders and the Contractor shall assume all responsibility for deductions and conclusions as to the nature of the materials to be excavated and the difficulties of making and maintaining the required excavations. Excavation shall be made to the lines, grades and dimensions prescribed in the various paragraphs of these specifications and as shown on the drawings. No excavation shall be made in frozen materials without written approval from the Owner's Representative.

All necessary precautions shall be taken to preserve the material below and beyond the established lines of all excavation. Any damage to the work due to the Contractor's operations shall be repaired at the expense of and by the Contractor. Material beyond the required or prescribed excavation lines which is loosened or disturbed by the Contractor's operations shall be removed or fine graded at the expense of the Contractor.

Where additional excavation is prescribed by the Owner's Representative to remove unsuitable foundation material, all earthwork due to such additional excavation shall be in accordance with these specifications.

The trail surfaces to be constructed shall be finished to the dimensions shown on the drawings or prescribed by

the Owner's Representative. The surfaces shall be tamped or rolled with suitable tools or equipment to form a compacted trail tread.

Section 3.2 EXCAVATION FOR DRAINAGE

The Contractor shall perform excavation for the drainage, and as may be instructed by the Owner's Representative.

The drainage channels shall have side slopes and bottom widths to conform to the topographic and hydraulic conditions to be met.

Section 3.3 BACKFILL

All backfill shall be placed moistened and compacted to the trail surface. The material to be compacted shall be deposited in approximately horizontal layers which shall not be more than 6 inches in thickness and the layers shall be moistened.

Backfill material shall be obtained from material moved in required excavations or within 25' of the established tread centerline. Backfill shall be placed to the lines and grades shown in the drawings for the purpose of a sustainable, natural surface trail, or as required by the Owner's Representative.

DIVISION 4- COMPLETION REQUIREMENTS

Section 4.1 PAYMENT

Payment shall be for each project completed and in place as per the bid schedule, for which price and payment shall be full compensation for all materials, labor, installation, transportation, and any other incidentals necessary to complete the project according to the specifications and drawings. Payment will be based on monthly total of trail completed, measured by rolling wheel by the Owner's Representative in the presence of Contractor.

In the event that all work is not completed by December 15th, 2022 the PPF will assess three hundred dollars (\$300.00) per working day, not as a penalty, but as liquidated damages to the PPF. The liquidated damages assessment for non-completion by the time specified will be computed beginning the day following the first working day specified for completion and continue each and every working day until all items shown on the proposal are completed. If it is necessary to apply this assessment, the total amount of such damages will be deducted from the final voucher drawn in payment for the contract.

The Contractor is responsible to comply with and retain on-site any and all federal, state, or county permits for the duration of the project. DCNR will provide permit documents electronically to the contractor for the project.

Any vandalism is responsibility of contractor until project is accepted by the PPF. Contractor may barricade the site during construction.

Section 4.2 GENERAL COMMENTS

The CONTRACTOR QUALIFICATIONS are to include 1) reference information for not less than three (3) similar natural surface trail construction projects, including name, address, telephone number of primary project manager, date/duration of project, and detailed description of the work performed, and 2) Proposed construction schedule and approach to the project, including materials/machinery, operators, and operator experience with each machine.

Workmanship and construction shall be of the best quality. The professional appearance of finished work shall be of equal importance with its intended use. All portions of the work shall be so laid out and installed so that the work, as a whole, is of high quality and appearance.

Contractor acknowledges satisfaction as to the nature and location of the work and the general and local conditions of the site by visiting the site and becoming thoroughly familiar with the sites.

A pre-construction meeting shall be scheduled by the Contractor and PPF to take place not more than one week prior to commencing construction. The meeting shall include the PPF, Friends of Rothrock State Forest, Rothrock State Forest, the representative from the Bureau of Recreation and Conservation, the Owner's Representative, and appropriate representatives of the Contractor who will be responsible for the management of the project. Major subcontractors shall also attend.

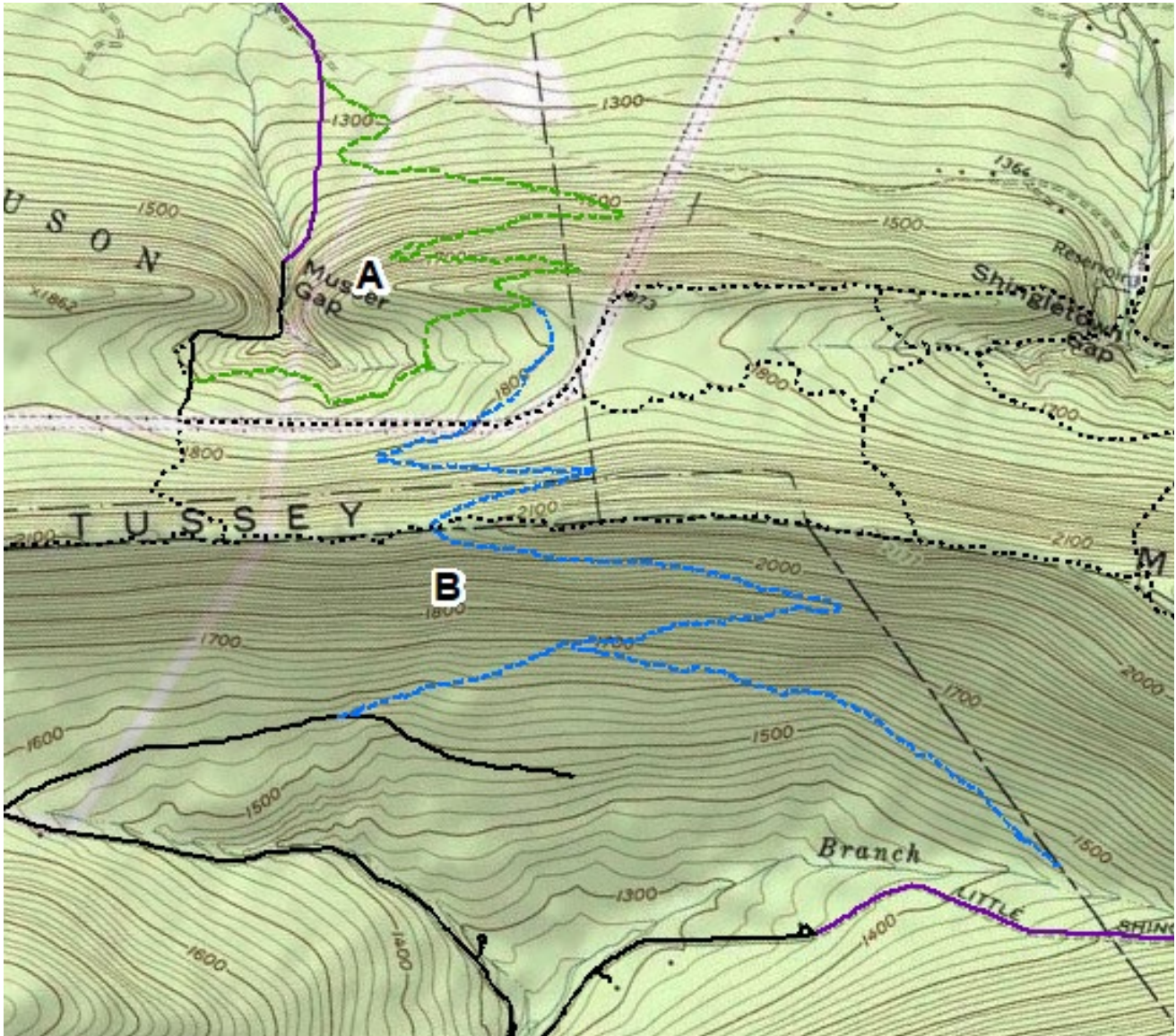
Contractor will be required to procure materials as per the Construction Documents. Cost of delays because of non-availability of specified items when such delays could have been avoided by the Contractor, shall not be borne by the PPF. Burden of proof for substituted materials rests with the Contractor. Sufficient documentation must be provided in ample time for review by the Owner's Representative. Contractor must not assume that substitutions will be granted.

Before performing any work or ordering any materials, the Contractor shall verify all dimensions of any existing and new work and shall be responsible for their accuracy.

Contract Time. Said work shall commence following the Notice to Proceed and will be completed by **December 15th, 2022**. Concept of the work is to start and to progress without interruption until the job is complete. Bidders shall understand that if circumstances so arise that a contract extension is needed, one may be granted due to inclement weather, acts of God, and acts beyond the control of the Contractor, such as strikes, fire, lockouts, and unusual delays in shipment. Time extensions shall be requested in writing within two weeks of the occurrence. The Owner's Representative and the Contractor shall mutually agree on a reasonable extension of time.

**ATTACHMENT A
(By Incorporation)**

**ROTHROCK STATE FOREST
TRAIL CONSTRUCTION SPECIFICATIONS (PHASE 1)**



WORK ITEM	UNIT	UNIT PRICE	EST. QUANTITY	SUBTOTAL
Sector A- Spec 1 (Green)	lin. ft.		14,712	
Sector B- Spec 2 (Blue)	lin. ft.		23,806	
			Total:	

Proposals will not be considered complete if they do not provide the items listed below:

1. Completed Bid Schedule (this page)
2. Bid Form (pages 12-16 of this document)
3. CONTRACTOR QUALIFICATIONS- A minimum of three (3) references for similar natural surface trail construction projects that include specifications and amounts similar to those described for this project Information must include name, address, telephone number of the direct manager of the project, date of project, description of services performed, period of performance, and contracted amount;
4. PROJECT PROPOSED APPROACH- Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of key on-site personnel on similar projects with similar machines/materials; describe any sub-contracted work that is expected to complete the SOW.
5. Public Works Employment Verification Form (See Attachment D)
6. Documentation of Good Faith Effort to provide the opportunity for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) (See Attachment E)
7. BUY AMERICA COMPLIANCE STATEMENT (See Attachment F)

ATTACHMENT C

PPFF to insert contract language here.

ATTACHMENT D

Public Works Employment Verification Form

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

The Public Works Employment Verification Act, 43 P.S. §§167.1-167.11, became effective on January 1, 2013. As a bidder on a public works contract, you are required to comply with Section 4 of the Act by submitting the Public Works Employment Verification Form as a condition to being awarded the contract. By completing the Form, you affirm that you have utilized the Federal E-Verify program to verify the employment eligibility of all new employees hired post January 1, 2013, and that you will continue to comply with the provisions of the Act for all new hires throughout the duration of the Contract. The Public Works Employment Verification Form and a link to the U.S. Department of Homeland Security's Employment Verification web site can be found on the Department of General Services' Construction and Public Works web page at www.dgs.state.pa.us .

During construction, the prime contractor is required to collect Verification Forms from subcontractors of every level. The completed Verification Forms from subcontractors will be forwarded to the agency that awarded the construction contract. A subcontractor is defined as:

- (i) A person, other than a natural person, including a staffing agency, that performs work for a public works contractor under a contract for public works;
- (ii) The term includes subcontractors of every level, that is, sub-subcontractors, sub-sub-subcontractors, and the like;
- (iii) The term does **not** include persons that supply materials for a project.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- Contractor
 Subcontractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

Date Enrolled in E-Verify: _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Date of Signature

ATTACHMENT E

PA Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Cover Sheet

All contractors are required to make a Good Faith Effort to provide the opportunity for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firms to participate in the performance of this construction contract. A specific participation goal has not been set for this project. Firms must be listed on at least one of these websites:

1. <https://paucp.dbesystem.com/>
2. <https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>

**PA Recreational Trails Program
Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Prime
Contractor Compliance Statement**

Contractor Name: _____

Contractor Owner/Authorized Officer Name: _____

DCNR Grant Recipient Name: _____

DCNR Grant Project Number: _____

Date(s) of Initial DBE Solicitation: _____ Date(s) of Follow-up DBE Solicitation: _____

Date(s) of DBE Search(es): _____ Counties Searched: _____

Solicited By: Email Phone Fax

Please submit ALL of the following items, along with this form, with your bid or quote:

1. Copies of all documentation that supports the direct search for and solicitation of potential participation of DBE/SBE contractors in the competitive process. This includes documentation related to web searches, contact correspondence, and contact logs.
2. Copies of any quotes received from DBE/SBE contractors in response to solicitation efforts are attached.
3. A signed DBE/SBE Participation for Federal Projects [form \(EO-380\)](#), if a DBE /SBE firm is secured.

As the Owner/Authorized Officer for the above-named company, I certify that good faith efforts have been performed in conformance with DBE/SBE regulations 49 CFR (Part 26). All good faith efforts have been properly documented as outlined in the Disadvantaged Business Enterprise Requirements. All documentation has been supplied to the above named DCNR Grant Recipient and will be retained in accordance with applicable record retention requirements under the financial assistance agreement for the above referenced project. I understand that such documentation is subject to an audit review by the Pennsylvania Department of Conservation & Natural Resources and/or the Pennsylvania Department of Transportation to further ensure compliance. I understand that I must comply with additional contract administrative requirements related to DBE/SBE regulations 49 CFR (Part 26).

Signature of Contractor Owner/Authorized Officer: _____

Printed Name of Contractor Owner/Authorized Officer: _____

Date: _____

ATTACHMENT F

**BUY AMERICA COMPLIANCE STATEMENT
PA DEPT. OF CONSERVATION AND NATURAL RESOURCES BUREAU OF
RECREATION AND CONSERVATION RECREATIONAL TRAILS PROGRAM**

Compliance Statement for procurement of steel, iron or manufactured products.

Compliance Statement for 23 CFR 635.410

The bidder or offeror hereby certifies that it has read and **will meet** the requirements of 23 CFR 635.410 and any amendments thereto.

Signature _____

Company Name _____

Title _____

Date _____

ATTACHMENT G

PROPOSAL REQUIREMENTS, SUBMITTAL, AND EVALUATION

To be considered for this work, your proposal must include all information listed in **Table 1 (below)** and must be submitted in accordance with the instructions on the cover page of this RFP. Proposals should not exceed 20 pages total. Succinct answers to the specific requirements listed in the table below are preferable to general information.

Table 1. Proposal Requirements and Evaluation Points

Proposal Requirements	Evaluation Points
Company name and PA Contractors Registration	3
Commitment to meeting the schedule and a projected timetable according to the schedule (see General Provision #5 and Completion Requirement Division 4 item 4.1)	10
Years of experience building trails	5
Examples of experience constructing trails and features similar to the desired outcomes of this project	15
Examples of work constructing trails in similar settings and terrain	10
Staff that will be performing work on the projects and their qualifications	15
Your firm's understanding of the work, desired outcomes, and issues that could affect schedule or project success, including a discussion of how these issues will be anticipated and managed	25
Professional references and/or user reviews of trails demonstrating satisfaction with desired trail outcomes	17
Total	100

Proposals will be reviewed by DCNR, PPF, FoR, and construction manager who may request additional information and/or an interview from certain bidders.

The project will be awarded to the lowest cost responsive, responsible, and qualified contractor as determined by the proposal evaluation team. Failure to include all of the Proposal Requirements in **Table 1** above may result in disqualification.