

STATEMENT OF WORK

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
MORAINES STATE PARK
REPLACE FUEL DISPENSER
BUTLER COUNTY, PENNSYLVANIA

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, Moraine State Park, requires the services of a contractor to provide and replace a fuel dispenser at the Crescent Bay Boat Rental Concession located within the park complex at 225 Pleasant Valley Road, Portersville, PA 16051-2031.

Questions regarding the technical aspects of this bid should be directed to Dustin Drew at 724-368-8811 or by email at dudrew@pa.gov. Questions regarding the bidding or contracting procedures should be addressed to Jody Russell at 717-783-2566 or by email at jorussell@pa.gov.

II. CONTRACT TASKS:

The following tasks are to be completed in the performance of this contract:

- A. Contractor will coordinate all work with park manager and submit schedule of work at least 2 weeks in advance for approval. Coordinate work with Park Manager and Boat Rental Concessionaire to ensure impacts to park and concession operations are minimized by work.
- B. Remove and properly dispose of existing fuel dispenser and associated apparatus, including but not limited to hose and filters.
- C. Provide all materials and service necessary to install a new fuel dispenser in the same place as the removed dispenser, connecting to existing piping and electrical connections.
- D. Ensure dispenser is correctly configured and calibrated to dispense fuel for retail sale and concessionaire internal use.
- E. Dispenser specifications include:
 - 1. Equipped for dual product dispensing with dual hoses.
 - 2. Dispenser will include a retail display, mechanical computers, internal filters, standard flow and appropriate gasoline product badges for use of gasoline and oil/gasoline mix.
 - 3. Suitable for outdoor use and durable design to withstand weather related impacts including rain, snow, and exposure to sunlight.
- F. All materials and labor are to be provided by contractor.
- G. Provide minimum 1-year limited warranty on work performed.

- H. The Park Manager has obtained the replacement permit through the Department of Labor and Industry and will arrange the final inspection.

The Contractor is required to attend the final inspection after work has been completed. Any inspection failures or follow-up tasks identified by the inspector and defined within this statement of work must be corrected by the contractor in a timely manner and within the contract term.

III. CONTRACT REQUIREMENTS:

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 the Worker Protection and Investment Certification Form will render your submission non-responsive.

IV. SITE INSPECTION:

An optional site inspection is available prior to submitting bids. Any bidders wishing to visit the site should contact Dustin Drew, Park Manager, at 724-368-8811 to arrange the visit.

V. INSURANCE REQUIREMENTS:

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. **Worker'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 should be emailed to Jody Russell at jorussell@pa.gov.

VI. LIQUIDATED DAMAGES:

The Department of Conservation and Natural Resources may collect "Liquidated Damages" if the contractor fails to meet the terms of the contract. This contract stipulates completion of dispenser installation by May 26, 2023.

Should Contractor fail to meet the May 26, 2023, installation timeframe, Liquidated Damages will be assessed at the rate of \$500.00 per day until installation has been completed.

The Contractor should discuss any potential delays with the program immediately upon determination of any issues. Any delays will be handled on a case-by-case basis, but Contractor should be aware of the possible penalties and plan accordingly.

VII. CONTRACT TERM:

The term of this contract will commence upon execution and receipt of purchase order and Notice to Proceed letter and terminate May 26, 2023.

Contractor will not sub-contract work unless written approval is given from the Park Manager.

VIII. BID AWARD:

Bidder must complete and return the following:

- 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.

The unit price must include all materials and items necessary for product specifications.

The bid will be awarded based on total sum. The Contract quantities herein are estimated only and may increase or decrease, depending on the needs of the Department. The Contractor will be paid at the unit price for the actual work performed.

Please note that the Department will only accept out to two (2) decimal points when entering your pricing.

IX. PAYMENT TERMS:

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

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review Section V.20 CONTRACT-016.2 Payment – Electronic Funds Transfer of the attached Commonwealth’s Terms and Conditions for complete details and contractor’s responsibilities.

X. INVOICES:

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

All invoices for this contract MUST either be:

1. Emailed to the following for a Paperless Email Invoice Option:

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

For information on the Commonwealth’s E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

2. Or mailed to the following address:

Commonwealth of PA – PO Invoice
PO Box 69180
Harrisburg PA 17106

All invoices MUST have the purchase order number as well as your SAP 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: 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 Number and, for security purposes, should not be explicitly stated on an invoice.

XI. CONTRACTOR REFERENCES:

After the bid opening, and prior to awarding of the contract, the Department has the right to request references (names, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work is defined as experience in the removal and replacement of fuel dispensers.

References are an optional tool available to the Department 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 Department 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. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, found at www.pasupplierportal.state.pa.us. Emailed, faxed, 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.

XIII. BID RESULTS:

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