

# STATEMENT OF WORK

Commonwealth of Pennsylvania  
Department of Conservation and Natural Resources  
Presque Isle State Park  
(Erie County)

## WINDOW CLEANING SERVICES

### I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires the services of a supplier to provide window cleaning services at Presque Isle State Park, 301 Peninsula Drive, Suite 1, Erie, PA 16505-2042 (Erie County).

Questions regarding the technical aspects of this bid should be directed to Jason Heasley 814-833-7424 or by email at [jheasley@pa.gov](mailto:jheasley@pa.gov). Questions regarding the bidding or contracting procedure should be directed to Carol Durham at 717-783-3309 or by email at [cdurham@pa.gov](mailto:cdurham@pa.gov).

### II. CONTRACT TASKS:

Services will be required at the Tom Ridge Environmental Center at Presque Isle State Park.

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

- Supplier to provide window cleaning services as specified below inclusive of all labor, tools, equipment and chemicals required to complete all tasks.
- The Tom Ridge Environmental Center will be divided into service areas for the purposes of this contract. The service areas are as follows:
  1. Tower Windows – Exterior
  2. Tower Windows – Interior – Includes wiping down pipes and frames
  3. Building Exterior Windows – Includes 1<sup>st</sup> floor, 2<sup>nd</sup> floor and greenhouse
  4. Building Interior Windows A – includes 2<sup>nd</sup> floor and high glass (excludes enclosed office areas)
  5. Building Interior Windows B – includes exhibit areas and high glass
- Supplier shall provide service on up to two occasions per year, once in late June and again in early-mid fall. Actual service dates will be mutually agreed upon by the Department and the Supplier. The Department retains the right to forego cleanings services on a full or partial basis in the above listed service areas depending upon the needs of the Department.
- All cleaning products used shall be appropriate and designated for the task and subject to inspection and approval by the Park Manager. All products are to be used in accordance with manufacturer's instructions. Supplier agrees to use products that are environmentally

friendly and recommended for the particular surfaces to be cleaned in order to ensure that no damage occurs. Supplier agrees to provide and maintain a Material Safety Data Sheet for all cleaning products that are provided.

- Windows and window ledges are to be cleaned, wiped and polished dry. Standard industry practices should be used.
- Spider webs, cottonwood seeds, etc., are to be removed from window surfaces.
- The Department shall not be liable for accidents occurring to the Supplier's personnel or for the loss of Supplier's tools, equipment or supplies.

### III. SITE INSPECTION:

A site inspection is **mandatory**. All bidders must visit the site prior to bidding. Bidders shall contact Jason Heasley or Gina Skitka at 814-833-7424 to arrange a site tour to inspect the premises and review the work to be done prior to submitting a bid. All prospective bidders should sign-in to acknowledge attendance.

### IV. INSURANCE REQUIREMENTS:

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

1. 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.
2. 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 amount of coverage shall be \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and \$100,000 person and \$300,000 per occurrence for property damages. 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 coverages afforded under the policies will not be cancelled or changed until at least thirty (30) days prior 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.

**V. CONTRACT REQUIREMENTS:**

Supplier agrees to provide the Department with ninety (90) days written notice before any early termination of the contract.

Supplier must submit an itemized service slip to the Department any time services are rendered. Service slip must clearly state which services were provided.

**VI. CONTRACT TERM:**

The contract shall commence upon execution and receipt of Purchase Order and terminate September 30, 2021.

Further, the parties may agree to renew this contract up to three (3) additional, annual terms, with a final termination date of September 30, 2024, 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 5%.

The Department will reach out to the Contractor no later than May 31 prior to the termination date to begin renewal discussions.

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than June 30 prior to the termination date. The renewal notice should be sent to: DCNR Presque Isle State Park, Attn: Gina Skitka, 301 Peninsula Drive, Suite 1, Erie, PA 16505-2042.

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

**VII. BID AWARD:**

Bidder must complete and return the electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us).

The bid will be awarded based on lowest total sum as indicated on the IFB-Invitation for Bids.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department. The Contractor shall be paid at the unit price bid for actual work performed.

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

**VIII. PAYMENT TERMS:**

Payment shall be made on a reimbursement basis for actual materials/services performed. Contractor will submit an itemized invoice with a list of services rendered to the Park Manager.

**IX. INVOICES:**

Invoice format shall 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 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.

**X. 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 two cleanings per year, one in June and the second in early to mid-October.

Should the spring cleaning be requested and the contractor fails to perform the cleaning by June 30, Liquidated Damages will be assessed at the rate of \$500.00 per day until the cleaning occurs. Similarly, should the fall cleaning be requested and not occur by October 31, Liquidated Damages will be assessed at the rate of \$500.00 per day until the cleaning occurs. Please note that all contract tasks must be completed to the satisfaction of the program office.

The vendor 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 vendors should be aware of the possible penalties and plan accordingly.

**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.

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, to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us). Fax 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 for any reason whatsoever.

**XIII. BID RESULTS:**

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. The bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.