STATEMENT OF WORK

SUPPLY AND DELIVER HAIX BOOTS FOR UNIFORM ISSUE

Commonwealth of Pennsylvania Department of Conservation and Natural Resources Bureau of State Parks - Shawnee State Park

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires a vendor to supply and deliver black boots manufactured by Haix, as listed below, to Shawnee State Park, 132 State Park Road, Schellsburg, PA 15559 (Bedford County).

*Please note that this is a **<u>no substitute</u>** solicitation.

These specific boots are required for the Bureau to maintain consistency to uniformed State Park employees in conjunction with the manufacturers' models and color previously purchased as, due to recent changes, they are no longer available through the DGS State Contract.

Questions regarding any aspect of the required apparel or customization for this Solicitation shall be directed to Fred Boboige, Administrative Assistant by calling 814-733-9221 or by email at fboboige@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Carol Durham at 717-783-3309 or by email at cdurham@pa.gov.

II. CONTRACT TASKS:

The following requirements shall be met within the performance of this contract.

This contract mandates Haix manufactured specific footwear. The supplier is not permitted to substitute similar items or another brand without prior written approval by the Department. If a replacement product is requested for shipment by the Supplier due to brand/label and/or pack change, it must first be authorized and approved by the Department, in writing, prior to Supplier shipping a replacement product.

Required styles, color, item numbers, and estimated quantities for each are listed below. Each of the following provided Haix web links contains specifications for the individual product numbers:

Manufacturer: Haix Style: Airpower P7 High Color: Black Number: 206215 (Men's) https://www.haixusa.com/search?o=7&sSearch=206215

Manufacturer: Haix Style: Airpower P7 High Color: Black Number: 206216 (Women's) <u>https://www.haixusa.com/search?o=7&sSearch=206216</u> <u>https://www.haixusa.com/haix-airpower-p7-high</u>

Manufacturer: Haix Style: Tactical 2.0 MID GTX Color: Black Number: 340002 (Unixex) https://www.haixusa.com/haix-black-eagle-tactical-2.0-gtx-mid

Haix Tactical 2.0 MID/Black/GTX Model 340002 (Unisex) Regular Width		
Size	Quantity	
6.5 M	1	
8.0M	2	
8.5M	1	
9.0M	1	
9.5M	2	
10.0M	8	
10.5M	3	
11.0M	5	
11.5M	3	
12.0M	4	
13.0M	1	
15.0M	1	
TOTAL	32	

Haix Tactical 2.0 MID/Black/GTX Model 340002 (Unisex) Wide Width		
Size	Quantity	
7.0W	1	
7.5W	2	
9.0W	2	
9.5W	1	
10.0W	3	
10.5W	2	
11.0W	1	
11.5W	3	
TOTAL	15	

Haix Airpower P7 High Black Model 206215 (Men's) Regular Width		
Size	Quantity	
6.5M	1	
7.5M	2	
8.0M	1	
8.5M	3	
9.0M	5	
9.5M	9	
10.0M	8	
10.5M	6	
11.0M	5	
11.5M	1	
12.0M	5	
13.0M	2	
TOTAL	48	

Haix Airpower P7 High Black Model 206215 (Men's) Wide Width		
Size	Quantity	
9.0W	3	
9.5W	2	
10.5W	3	
11.0W	1	
11.0XXW	1	
11.5W	2	
14.0W	1	
TOTAL	13	

Haix Airpower P7 High Black Model 206216 (Women's) Regular Width		
Size	Quantity	
6.5M	1	
7.0M	1	
8.0M	1	
9.0M	2	
TOTAL	5	

A. <u>Quantities</u>

It shall be understood that all quantities listed in the Contract are estimated only and ordered quantities may be increased or decreased depending upon the actual needs of the Department and that the Commonwealth in accepting any bid, or portion thereof, contracts only and agrees to purchase only such quantities representative of the actual requirements of the Commonwealth.

B. <u>Project Timeline Requirements</u>

All footwear shall be delivered upon availability and prior to Tuesday, June 30, 2020. In the event of a delay, vendor shall immediately reach out to Fred Boboige, by telephone at 814-733-9221 to discuss backorder dates.

Extensions may be granted, on a case-by-case basis, but under no circumstances shall the backorder dates extend beyond July 31, 2020. Any boots not delivered prior to July 31, 2020 will be removed from the purchase order.

III. CONTRACT TERM:

The contract shall commence upon execution and receipt of purchase order and terminate July 31, 2020.

VI. BID AWARD:

Bidder must complete and return the following:

- 1. The electronic Invitation for Bid to be found at <u>www.pasupplierportal.state.pa.us</u>,
- 2. A properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured.

Bid will be awarded based on the lowest total sum of the bid.

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

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

V. RECEIPT AND OPENING OF BIDS:

Bids shall be submitted via the PA Supplier Portal, to be found at <u>www.pasupplierportal.state.pa.us</u>. Faxed bids and mailed bids will not be accepted.

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

VI. CONTRACTOR REFERENCES:

After bid opening and prior to award 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 request references or reject bidders, based on inadequate reference, will be made solely at the discretion of the Department.

VII. DELIVERY

All item(s) shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury, or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury, or destruction shall not release the Contractor from any contractual obligations.

No outside or curbside delivery will be accepted without prior approval by the Department. Any items provided that are deemed unacceptable upon delivery shall be replaced by the Supplier at their expense.

All items ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after the Effective Date of the Purchase Order, unless otherwise agreed to in writing, between the DCNR; Bureau of State Parks and the Supplier.

Supplier is required to notify the Department within forty-eight (48) hours if an ordered item is out of stock and to provide the lead time associated with stock replenishment. If an agreement cannot be attained, the Department will cancel the order at no cost and obtain the item elsewhere.

Except as otherwise provided in this contract, all items must be delivered within the time period specified. Time is of the essence and the Contract is subject to termination for failure to deliver as specified.

VIII. DELIVERY RECEIPT:

All orders shipped to the Commonwealth must be accompanied with an itemized Packing Slip referencing the Purchase Order Number, Date, Ship-to address, Supplier name and mailed to:

DCNR, Shawnee State Park, Attn: Fred Boboige, 132 State Park Road, Schellsburg, PA 15559.

IX. PAYMENT TERMS:

The Contractor shall be paid at unit price bid for actual work satisfactorily performed, delivered and accepted by the Commonwealth.

X. BID AWARD:

Bidder must complete and return the following:

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

The bid will be awarded based on the total sum of lines 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.

XI. INVOICES:

Invoice format shall be in accordance with the IFB – Invitation for Bid. For information on the Commonwealth's E-Invoicing Program, visit: <u>http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx</u>.

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 on the Commonwealth's E-Invoicing Program, visit: <u>http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx</u>.

B. Or mailed to the following address:

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

All invoices MUST contain the purchase order number, as well as vendor's 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.

XII. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at <u>www.pasupplierportal.state.pa.us</u>. Faxed bids and mailed bids will not be accepted.

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

XIII. BID RESULTS:

Bidder can obtain bid results by accessing <u>http://www.emarketplace.state.pa.us/BidTabs.aspx</u>. The bid results will be posted as soon as practicable. The results are the apparent bidders with all bids under review until final award of the purchase order to vendor providing the best value to the Commonwealth.