

STATEMENT OF WORK

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

Installation, Repair and/or Maintenance of Marine Services

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires the services of contractor to provide Marine Services at Presque Isle State Park Complex to include Erie Bluffs State Park, 301 Peninsula Drive, Suite 1, Erie, PA 16505-2042.

Services would be done within the waters controlled by Presque Isle State Park Complex and would include: dredging, fixed and floating dock/pier repair/replacement, seawall repair, piling repair/replacement, commercial diving to include video inspection, underwater welding and burning, and, buoy placement and removal.

Questions regarding the technical aspects of this bid should be directed to Jason Heasley, Park Manager or the Park's Administrative Assistant, Gina Skitka. Both can be reached at 814-833-7424 or by email at jheasley@pa.gov or gskitka@pa.gov respectively. Questions regarding the bidding or contracting procedure should be directed to Jody Russell at 717-783-2566 or by email at jorussell@pa.gov.

II. CONTRACTOR QUALIFICATIONS:

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 requirements will be met within the performance of this contract.

1. Dredging
2. Fixed and Floating Dock/pier repair/replacement
3. Seawall Repair
4. Piling Repair/Replacement
5. Commercial Diving to include video inspection, underwater welding and burning
6. Buoy Placement and Removal

The determination to replace materials or equipment will be made only by agreement between the Contractor and a representative of the Department. The Contractor must be a qualified marine service specialist, and all work will be done by them or by a qualified marine service tradesman. All work will meet the requirements of all federal, state, municipal, and other laws, rules, and regulations applicable to the work including permitting.

Upon notification by a representative of the Department, the Contractor will proceed and complete the work in a reasonable time. In the event of an emergency, the Contractor will be prepared to proceed with the work immediately upon notification by the Department. For emergency work required on weekends, official state holidays, and between the hours of 5:00 p.m. and 7:00 a.m., the Contractor will be paid at time and a half rate with a two (2)-hour minimum callout. This does not include routine maintenance scheduled by the Contractor during these times, but only emergency work specifically called for by the Park to resolve emergency situations. The hourly rates for this contract must include all transportation, meals, tools, or any other equipment necessary to perform the work. The cost for materials, parts, or equipment will be F.O.B. the job site. Payment will be made for actual travel time to and from the Contractor's office, up to a maximum of ½ hour per man for each round trip.

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

IV. ESTIMATED MATERIALS, PARTS, AND EQUIPMENT COSTS:

Due to the difficulty in estimating materials, parts, and equipment, these items will not be part of the bid evaluation process.

However, it should be acknowledged that by submitting a response to this solicitation, you agree that all materials will be billed at cost.

It will be understood that the Department will reimburse the Contractor for these routine items upon submission of the invoice accompanied by receipts and proof of expense.

In the case of equipment purchased and paid for by DCNR during the duration of the contract, it will be considered to be the property of DCNR and will remain so after the expiration of the contract.

V. SITE INSPECTION:

A mandatory site inspection will be conducted prior to the bid opening. Site inspection will be held on Thursday, June 9, 2022 at 9:00 AM. Interested vendors should contact Richard Zemanek, Park Maintenance Supervisor, at (814) 833-7424 or rizevanek@pa.gov if they have questions. This site inspection will provide prospective bidders information to help in making an appropriate bid for the project work. All prospective bidders must attend to be eligible to bid on this contract and should sign-in to acknowledge attendance.

VI. PERFORMANCE SECURITY:

The Contractor is required to submit performance security in the amount of \$8,000.00. 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, 7th 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.

VII. 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.

A copy of the insurance certificates can be emailed to the Procurement Contact at jorussell@pa.gov.

VIII. CONTRACT TERM:

The contract will commence upon execution and receipt of Purchase Order or August 1, 2022, whichever is later, and terminate July 31, 2023.

Further, the parties may agree to renew this contract up to four (4) additional, annual terms, with a final termination date of July 31, 2027, 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 3%.

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

Once the renewal terms are mutually decided, the Contractor will provide written notification of the intent to renew in letter form on company letterhead, including the requested price increase if desired, to the Department no later than April 30 prior to the termination date. The renewal should be mailed or faxed to:

DCNR Bureau of State Parks
Presque Isle State Park
Attn: Jason Heasley
301 Peninsula Drive, Suite 1
Erie, PA 16505-2042
Fax: 814-833-0266

IX. 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

dredging, repair or replacement of fixed or floating docks and piers, seawalls, and pilings, buoy placement and removal, commercial diving to include video inspection, as well underwater welding and burning.

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.

X. BID AWARD:

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

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
2. A properly executed Worker Protection and Investment Certification Form.

The unit price will 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.

XI. PAYMENT TERMS:

Payment will be made on a reimbursement basis upon satisfactory completion of the project for actual materials/services performed.

Note: The number of hours specified for the journeyman and apprentice are estimated and could be more or less in accordance with the need for maintenance work.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review V.21 CONTRACT-016.2 Payment – Electronic Funds Transfer of the attached Commonwealth’s Terms and Conditions for complete details and contractor’s responsibilities.

XII. SERVICE SLIPS:

To ensure prompt payment, the Contractor must provide a service slip to the Park Office after each service. The service slip should show: (a) date of work; (b) clocked hours worked; (c) total hours per day times hourly bid rate; and (d) itemized list of materials with actual costs.

XIII. INVOICES:

Invoice format will 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

A copy of the invoice MUST also be sent to:

Gina Skitka, Administrative Assistant
Presque Isle State Park
301 Peninsula Drive
Erie, PA 16502
Or

by email at gskitka@pa.gov

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.

XIV. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be 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.

XV. 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.