

## STATEMENT OF WORK

### Removal of Existing Swimming Pool Filter Media and Replacement with AFM Activated Filter Media

#### Mt Pisgah State Park - Bradford County

#### I. SCOPE OF WORK:

This contract will cover the requirements of the Department of Conservation and Natural Resources, Mt. Pisgah State Park, for a contractor to completely remove the existing sand filter media in the public swimming pool filter system and replace it with AFM Activated Filter Media (graded green glass) as manufactured by Dryden Aqua. The contractor will be responsible for all work and materials specified and required to properly remove the existing sand filter media and replace it with AFM crushed glass activated filter media.

**Please note: This is a \*No Substitute\* solicitation.**

Technical questions should be directed to Mike Harkness (Park Maintenance Supervisor) at 570.297.5044 or by email to mharkness@pa.gov or Layne Nolan (Park Manager) at 570.297.2734 or cell at 570.989.1880 or by email to lanolan@pa.gov. 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. CONTRACT TASKS:

The awarded contractor will be responsible for the following tasks, per current UCC building codes: This work will include:

- Removal of the existing swimming pool sand filter media (approximately 2 tons) using a vacuum truck, to be replaced with Dryden Aqua AFM crushed glass filter media, graded green glass (approximately eighty-five 55 lb. bags required = 4,675lb).
- Rental of a vacuum truck, if not part of contractor's fleet.
- Labor to remove existing sand filter media and install new AFM filter media.
- Proper disposal of existing sand filter media at an on-site location to be determined by the Department.

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

#### IV. SITE VISIT:

A site visit is strongly recommended so that the contractor can obtain accurate measurements and acquaint him/herself with the work to be done. To arrange a visit contact Layne Nolan, Monday through Friday, between the hours of 8:00 am and 4:00 pm at 570-297-2734 or by cell at 570-989-1880 or by email to [lanolan@pa.gov](mailto:lanolan@pa.gov).

#### 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 can be mailed to DCNR, Bureau of Administrative Services, Attn: Jody Russell, PO Box 8769, Harrisburg, PA 17105-8769 or it can be emailed to [jorussell@pa.gov](mailto:jorussell@pa.gov).

## **VI. CONTRACT TERM:**

The contract will commence upon execution and receipt of purchase order and Notice to Proceed letter and terminate May 15, 2023. Pool expected to open Saturday, May 27, 2023 for Memorial Day weekend.

## **VII. BID AWARD:**

The bidder will complete and return the following for award of the bid:

- A. The electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://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 will include all labor, materials, equipment, tools, insurance, and all items necessary for completion of the project.

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. The Contractor will be paid at the unit price bid for actual work performed. The Department will only accept pricing out to two (2) decimal points.

## **VIII. PAYMENT TERMS:**

Payments will be made upon satisfactory completion of project for actual services performed. No partial payment will be provided.

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

## **IX. INVOICES:**

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

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](mailto:69180@pa.gov).

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

- B. 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. CONTRACTOR REFERENCES:**

After the bid opening and prior to awarding the contract, the Department has the right to request references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualification to perform the work outlined in this contract. Similar work is defined as having experience removing existing filters, replacing the filters, and working with both sand and glass filters.

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 either request references or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

**XI. 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). 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.

**XII. BID RESULTS:**

Bidder can obtain bid results by accessing [www.emarketplace.state.pa.us/bidtabs.aspx](http://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.