

STATEMENT OF WORK

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
GIFFORD PINCHOT STATE PARK
(York County)

SERVICE/OPERATE WATER TREATMENT PLANT

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires the services of a vendor to provide a licensed operator (Class D, Subclass 6, Filtration) to oversee the water treatment plant and produce potable water per DEP regulations, at Gifford Pinchot State Park, 2200 Rosstown Road, Lewisberry, PA 17339, York County.

DEP is currently overseeing the transition of this plant from a highly involved and complex, especially from a regulatory standpoint, surface water intake filtration system, to a less complex and safer groundwater (well) system. At this juncture, three (3) wells have been drilled in 2022/23 to begin this transition, and two (2) more wells will be completed by end of March 2023. It is expected that the total gallonage of production from a combination of these wells will be sufficient to fully transition away from surface water as the intake for production of potable water for park staff and users. This transition will also require the reconfiguration of the current water treatment plant facilities into a basic pathogen inactivation and disinfection system, usually done through the introduction of Chlorination. This transition will remove the DEP regulatory requirement for the Water Treatment Plant operator position. Until such time as the plant has fully transitioned away from the operator requirement, it is the Bureaus intention to hire a contracted operator to oversee the plant, so as not to hire an employee whose position will become superfluous in a short time as the position is currently vacant.

Questions concerning the technical aspects of this bid and Statement of Work should be directed to Jen Park at (717) 432-5011 or by email at jenpark@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. ROUTINE CONTRACT TASKS:

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

1. Make potable water with the current system in order to keep the water tower stocked and allow for the continued operation of all park facilities.
2. Possess and maintain current and valid PA DEP license for the size (Class D and subclass 6) and type (Filtration) of plant to be operated.
3. Work with DEP Sanitarian and Inspectors for continued safe operation of the plant, and attend any inspections held by same at the plant.
4. Perform all reporting and testing duties as required by the DEP permit for this facility.
5. Complete and submit Change of Operator form to DEP.
6. Reviews and updates Standard Operating Procedures (SOPs) for the plant as needed.

7. Instruct Park Maintenance Staff in the day-to-day operations of the facility, to the extent they can legally be involved, to ensure continued safe operation.
8. Be present at the facility a minimum of one-day per week for the tasks listed above, or as needed to ensure the park always maintains an adequate supply of potable water for operations.
9. Meet with the Park Manager and the Park Maintenance Supervisor during in-person visits, or via phone call at least weekly.
10. Continue to perform these tasks until such time as the DEP releases the park from the need for an operator on the new disinfection system, or, for whatever reason, requires an operator to remain in place.

III. EMERGENCY REQUESTS:

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. 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.

IV. SITE INSPECTION:

An optional site inspection is available prior to submitting bids. Any bidders wishing to visit the site should contact Jen Park at (717) 432-5011 to arrange the visit.

V. CONTRACTOR QUALIFICATIONS

1. Must have PA DEP license for the size (Class D and Subclass 6) and type (Filtration) of plant to be operated. The Contractor must show proof of a valid Class D, Subclass 6, Filtration License issued by the Pennsylvania Department of Environmental Protection. A copy of the current, valid license must be submitted with the contractor's Invitation for Bid.
2. 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 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 and non-responsive.

VI. 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:

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 subcontractor's from claims for damages for personal injury (including bodily injury), sickness of 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 made 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 for 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 Commonwealth 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 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 must be emailed to Jody Russell at jorussell@pa.gov.

VII. CONTRACT TERM:

The contract will commence upon receipt of the Notice to Proceed letter and Fully Executed Purchase Order and will terminate March 31, 2024.

Further, the parties may agree to renew this contract up to three (3) additional, annual terms with a final termination date of March 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 prices(s) by a rate not to exceed 4%.

The Department will reach out to the Contractor no later than December 15, 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, including the requested price increase, if desired, to the Department no later than January 31, prior to the termination date. The renewal notice should be mailed or faxed to:

DCNR Bureau of State Parks
Attn: Jen Park
Gifford Pinchot State Park
2200 Rosstown Road
Lewisberry, PA 17339
Fax: (717) 432-0367

VIII. BID AWARD:

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

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us

2. A valid Class D, Subclass 6, Filtration License issued by the Pennsylvania Department of Environmental Protection.
3. A properly executed Worker Protection and Investment Certification Form.

Bids will be awarded based on lowest total sum.

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 for actual work performed.

NOTE: The Department will only accept out two (2) decimal points when entering your "Unit Price" bid.

IX. PAYMENT TERMS:

Payment will be made on a reimbursement basis for actual services performed. Invoices will be submitted monthly. Each invoice **must** be itemized with the date and hours worked for each day of that month to support the invoice submitted for payment.

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

X. 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: 69180@pa.gov .

For information on the Commonwealth's E-Invoicing Program, visit:
<https://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 contain the purchase order number as well as your SAP Vendor Number. 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.

Vendors are reminded to not include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on invoices. That information is uniquely tied to your SAP Vendor Number and, for security purposes, must not be explicitly shown 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 a licensed operator of a

water treatment plant, capable of producing potable water with the current system in order to keep the water tower stocked and allow for the continued operation of all park facilities as per DEP regulations.

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. Faxed, emailed, or 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 may obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. The bids will be posted as soon as practicable following the bid opening. The results are the apparent bidders, and all bids are under review until final award of a Fully Executed Purchase Order.