

# STATEMENT OF WORK

## PRESSURE WASH AND PAINT DANCE PAVILION

Mont Alto State Park, Franklin County

Commonwealth of Pennsylvania

Department of Conservation and Natural Resources

Bureau of State Parks

### I. SCOPE OF WORK:

The Department of Conservation and Natural Resources (DCNR), Bureau of State Parks, requires the services of a vendor to provide man lifts and all materials as necessary in order to pressure wash and paint the exterior steel roof surfaces, including upper roof, of a Dance Pavilion.

The Dance Pavilion project is located at 35 Rocky Mountain Road, South, Fayetteville, PA 17222 within Mont Alto State Park, is round in shape and approximately 60' high x 65' in diameter. The paintable surface is approximately 7,000 linear square feet.

Questions regarding the technical aspects of this bid should be directed to Earl Hockenberry, Park Manager, at 717-352-2161 or by email at [earhockenb@pa.gov](mailto:earhockenb@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](mailto:jorussell@pa.gov).

### II. SITE INSPECTION:

An optional site inspection is available prior to submitting bids and can be arranged by calling Park Manager, Earl Hockenberry at the park office at 717-352-2161 between the hours of 8:00 a.m. through 4:00 p.m.; Monday through Friday for arranging escort to site.

### III. CONTRACT REQUIREMENTS:

- A. Contractor must furnish all and cover administrative costs, labor, materials, tools, equipment, and superintendence to fulfill the terms of this contract.
- B. Vendor will provide Park Manager with a designated Customer Service Representative that will serve as the main point of contact for this Contract.
- C. Awarded Contractor must:
  - Furnish and deliver man lifts, scissor lifts and/or other equipment as necessary to complete all tasks required of the project.

- **There is no hydrant or water on site.** Contractor must provide water and equipment for the power/pressure washing of the Dance Pavilion.
- Pressure washes all surfaces that are to be painted to remove dirt, loose paint, rust, and debris.
- Protect all surfaces not being painted. Any overspray of paint on surfaces that were not designated for painting must be cleaned immediately.
- Spot prime bare metal or rust areas with Acrylic Rust Inhibitive Metal Primer.
- Apply two coats PPG PITT-TECH EDF Exterior Waterborne Acrylic Semi-Gloss Fog. Contractor must choose a PPG PITT-TECH EDF Exterior Waterborne Acrylic Semi-Gloss Fog equivalent to the Sherwin Williams color Cedar Green #617-0500.
- Any paint remaining once the project is completed will become the property of DCNR and must be left with the park for future use.
- Clean job site of all loose paint, rust, debris, empty pails, and other expendable materials.

Work will not be deemed acceptable until the Commonwealth has had a reasonable opportunity to inspect the completed work. Any work discovered to be defective or failing to conform to the statement of work may be rejected, upon initial inspection. Upon rejection it will become the duty of the Contractor to remedy any issues without expense to the Commonwealth within fifteen (15) days after notification.

If the Contractor fails, neglects or refuses to do so, the Commonwealth will then have the right to procure the corresponding work of said item(s) and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost, thereof, to the Commonwealth.

#### **IV. CONTRACTOR QUALIFICATIONS:**

Reciprocal Limitations Act Form: The Contractor must include with their solicitation response a properly executed Reciprocal Limitations Act form that lists the state of manufacture for any supplies procured with their bid response.

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 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 (BOPO2201) and submitted with the bid, proposal, or quote. Failure

to submit a completed Worker Protection and Investment Certification Form may render your submission as non-responsive.

**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:

1. **Workmen's Compensation Insurance** for all 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 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 of PA-DCNR" 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. 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 must be emailed to the Procurement Contact at: [jorussell@pa.gov](mailto:jorussell@pa.gov).

**VI. CONTRACT TERM:**

The contract term will commence upon execution and receipt of purchase order and terminate June 28, 2024.

**VII. BID AWARD:**

Bidder must complete and return the following:

- 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 and any supplies procured.
- C. A properly executed Worker Protection and Investment Certification Form.

**NOTE:** Bid price must include charges for required permits, all labor and materials required to complete the preparation work, pressure washing, priming, painting, and final cleanup of the job site.

The bid will be awarded based on the total sum.

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

**VIII. PAYMENT TERMS:**

Payment will be made on a reimbursement basis following completion and final acceptance of the approved services and receipt of invoice.

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 Automated Clearing House (ACH) Payments (February 2024) of the attached Commonwealth's Terms and Conditions for complete details and contractor responsibilities.

**IX. SHIPPING & DELIVERY:**

Bid price **must** include delivery as well as shipping, transportation, handling, unloading charges, and any other associated fees for delivery of equipment.

The Contractor must contact Earl Hockenberry, Park Manager, at 717-352-2161 or by email at [earhockenb@pa.gov](mailto:earhockenb@pa.gov), at least 48 hours in advance of any work starting.

Project address:           Mont Alto State Park Dance Pavilion  
                                  (Located within Mont Alto State Park)  
                                  35 Rocky Mountain Road, South  
                                  Fayetteville, PA 17222

**X. INVOICING:**

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

- A. All invoices for this contract must either be:

Emailed to the following for a Paperless Email Invoice Option: [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 contain the purchase order number, project 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 delay of payment.

Please Note: Vendors are reminded NOT to 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 be explicitly stated on an invoice.

**XI. LIQUIDATED DAMAGES:**

If work is not performed within the contract specified time limits, the delay will interfere with the proper implementation of the Commonwealth program's utilization of the item, to the loss and damage of the Commonwealth. From the nature of the circumstance, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The Commonwealth and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be \$500.00 per day per item, and they agree that in the event of any such delay, the Contractor will pay such amount as liquidated damages and not as a penalty.

The Commonwealth may, at its option, for amounts due to the Commonwealth as liquidated damages, may deduct such from any money payable to the Contractor or may bill the contractor as a separate item. The Commonwealth will notify the Contractor in writing of any claims for liquidated damages, pursuant to this paragraph, before the date the Commonwealth deducts such sums from money payable to the Contractor.

**XII. RECEIPT AND OPENING OF BIDS:**

Bids must be submitted via the PA Supplier Portal at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us).  
Faxed, emailed, 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:**

Bidders can obtain bid results by accessing [e-Marketplace](#). The bid results will be posted as soon as practicable. The results are the apparent bidders, and all bids are under review until the final award of the purchase order.

**Attachments:**

DCNR Reciprocal Limitations Act Requirements Form  
BOP-2201 Worker Protection Form