

Department of Conservation and Natural Resources
Statement of Work
Sodium Hypochlorite for Various State Park's
Swimming Pool Complexes

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires the services of a vendor to supply sodium hypochlorite for the chlorination and disinfection at specifically designated state parks' swimming pool complexes throughout the Commonwealth of Pennsylvania.

Any questions regarding the technical aspects of this bid should be directed to Rex Lord, reachable at (717) 783-3303 or by email at rlord@pa.gov. Any questions regarding the bidding or contractual aspects of this bid should be directed to Casey Smith at (717) 783-1896 or by email at caseysmith@pa.gov.

II. LOCATIONS:

Delivery locations are as follows:

<u>Park</u>	<u>County</u>	<u>Estimated Annual Usage</u>
Codorus State Park	York County	12,000 gallons
Little Buffalo State Park	Perry County	12,000 gallons
Nockamixon State Park	Bucks County	12,000 gallons
Caledonia State Park	Franklin County	8,000 gallons
Frances Slocum State Park	Luzerne County	8,700 gallons
Lackawanna State Park	Lackawanna County	8,700 gallons

III. CONTRACT CONDITIONS:

Contractor shall provide sodium hypochlorite and the following conditions shall be completed in performance of the contract:

Issuance of Purchase Orders

DCNR shall issue Purchase Orders against this contract. These orders constitute the contractor's authority to deliver the chemicals described in the Purchase Order. All Purchase Orders received by the contractor up to and including the expiration date of the contract are acceptable and must be performed in accordance with the order and the contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the contract.

Delivery

- ❑ Shipping will be to various Commonwealth DCNR offices; the exact location for each delivery will be noted on the respective Purchase Order.
- ❑ No material is to be delivered before 8:00 a.m. and be completed by 4:00 p.m., or as noted on Purchase Order, for DCNR employee to verify delivery amount.
- ❑ First deliveries shall be made by mid-May of each year.
- ❑ Bulk deliveries shall be made on an “as needed” basis through Labor Day of each year.
- ❑ Delivery must be made within 24 hours on an “as needed” request.
- ❑ All items shall be delivered F.O.B. Destination. Bid price shall include all shipping, transportation, environmental handling, unloading charges, and associated charges for delivery. The Department of Conservation and Natural Resources will contact the vendor with delivery instructions as needed.
- ❑ Copy of a Material Safety Data Sheet (MSDS) shall accompany each shipment.
- ❑ Transport and delivery shall be in accordance with all applicable DOT regulations.
- ❑ Tanks to be inspected and approved MC-312 for bulk transportation.

Material

- ❑ Vendor shall pressure pump sodium hypochlorite into on-site storage tank(s)
- ❑ Solution must be 12.5% or greater.

IV. CONTRACTOR REFERENCES:

After bid opening and prior to awarding of the contract, the Department reserves 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.

V. ESTIMATED QUANTITIES:

The quantities herein are estimated and may increase or decrease depending on the actual needs of the Department. Contractor shall be paid at the unit price for quantity delivered.

VI. CONTRACTOR REQUIREMENTS:

The contractor is required to submit delivery slips to each park location upon completion of each delivery.

VI. INSURANCE REQUIREMENTS:

The contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth.

- a. 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.
- 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 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.

VII. CONTRACT TERM:

The contract shall commence upon execution and receipt of contract and terminate December 31, 2017.

Further, the parties may agree to renew this contract for four (4) additional annual terms with the final termination date of December 31, 2021 upon the same terms and conditions set forth in this contract. The contractor may, upon renewal, increase the unit price by a rate not to exceed 3%.

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

Once the renewal terms are mutually decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than September 30 prior to the termination date. The renewal notice should be mailed or faxed to:

DCNR Bureau of Administrative Services
Attn: Casey Smith
P.O. Box 8769
Harrisburg, PA 17105-8769
Fax: (717) 783-8624
Email: caseysmith@pa.gov

The determination for renewal is at the discretion of the Department and is not guaranteed.

VIII. BID AWARD:

Bidder must complete and return the following for award of bid:

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

Bids will be awarded based on lowest total sum.

Note: The Department will only accept out to two (2) decimal points when entering your "Unit Price" figures in the bid.

IX. PAYMENT TERMS:

Payment shall be made upon satisfactory delivery of merchandise.

X. INVOICES:

Invoice format shall 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>.

2. 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, 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 a delay of payment.

XI. RECEIPT AND OPENING OF BIDS:

Bids will be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us . 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 for any reason whatsoever.

XII. BID RESULTS:

Bidder can obtain bid results by accessing www.emarketplace.state.pa.us/. The bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of the purchase order.