

STATEMENT OF WORK

Commonwealth of Pennsylvania
Department of Conservation and Natural Resources
Bureau of State Parks

PROVIDE WATER TREATMENT MEMBRANES & SUPPORT
SHAWNEE STATE PARK
BEDFORD COUNTY

I. SCOPE OF WORK:

The Department of Conservation and Natural Resources, Bureau of State Parks, requires services for a vendor who can supply a total of five (5) drinking water membrane modules, as well as, assist and support the Water Treatment Plant Operator. This will take place within Shawnee State Park's Water Treatment Plant, 132 State Park Road, Schellsburg, PA 15559, Bedford County.

Questions regarding the technical aspects of this bid shall be directed to Gary Hawkins at (814) 733-4303 or by email at ghawkins@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Jenna English at (717)787-3278 or Jenenglish@pa.gov.

***** PLEASE NOTE: This is a no substitute solicitation for ZeeWeed 1000 550 ft2 CPX Membrane Modules.**

II. SITE INSPECTION:

A site visit is not mandatory, but bidders must have full knowledge of the task at hand prior to submitting their bid. Any vendors wishing to visit the site should contact Gary Hawkins, Plant Operator at (814) 733-4303 or by email at ghawkins@pa.gov or James Miller, Park Maintenance Supervisor at (814) 521-7350 or by email at jamesm@pa.gov.

III. CONTRACT TASKS:

The following requirements must be met and included within the performance of this contract:

- A. Must provide a quantity of five (5) ZeeWeed 1000 550 ft2 CPX Membrane Modules and associated ½" diameter PVC piping for installation
- B. Must provide a total quantity of six (6) S-box permeate adapter kits (Includes 1 spare); and O-ring lubricants
- C. Must include a 2-year full replacement membrane warranty and Off-site support, LRV upgrades, plus a project manager.
- D. Freight must include all international shipments, transportation and administration fees and duties.
- E. Vendor must provide both on- and off-site support. The following tasks must be completed in conjunction with that support:

1. **OFF-SITE SUPPORT:**

Provide system controls programming adjustments to update the LRV setpoints as required for the new membranes.

a) Documentation - The base level of documentation updates will include the following. These updates should be filed in the O&M manual as interim documentation:

- i. Documentation on the LRV program changes;
- ii. Field/hand markups of relevant P&ID drawings.

b) Project Management - Provide planning and off-site assistance during the membrane replacement project.

2. ON-SITE TECHNICAL ADVISORY SERVICES:

On-site technical support must include one field service representative for two (2), ten-hour days to be on site to aid technical advisory services and support to the Park's Water Treatment Plant Operator. Contractor must coordinate with operating staff for all work under this contract. This includes the installation and the commissioning process.

The following activities will be completed by plant staff with Contractor's oversight assistance:

- a) Removing existing membranes;
- b) Installing the new membrane modules and assisting with flushing the glycerin preservative from the modules;
- c) Uploading the required revisions to the PLC program with adjusted set-points;
- d) Performing the bubble test, where applicable, to test membrane integrity and review trans membrane pressure (TMP). Also, install membranes and compare to expected values for new membranes; complete repairs/adjustments as necessary to provide new membrane performance.
- e) Testing and validating the LRV for the newer membranes along with all code changes. The membrane chemistry and differing module properties will require minor but important adjustments that should be validated onsite to remain in compliance with the permit.

3. OPERATING RESPONSIBILITY:

Shawnee State Park retains control of the work site and retains final responsibility for the installation and commissioning process.

The contractor will perform the specified services within the scope of this document, but the contractor will not operate the system. The term "operate the system" means to run or control the functions of the equipment or to otherwise conduct and manage the affairs of any aspect of water treatment or wastewater treatment functions within Shawnee State Park's Treatment Plant.

This must include functions such as providing operators or laborers to adjust or control water treatment ("WT") equipment, wastewater treatment ("WWT") equipment or sludge management facilities ("SMF"). This also includes providing program oversight for adjusting or controlling WWT or SMF. The contractor must provide personnel to oversee the water treatment residual quality, wastewater effluent quality, sludge quality, waste characterization, and waste disposal activities. This includes providing personnel with continual or daily operational responsibilities with respect to water or wastewater treatment, influent or effluent compliance monitoring, process monitoring, government reporting or notification, or permit compliance.

4. REPORTING:

The Contractor must be able to report tasks completed and address operating issues that require further attention. The Contractor must provide, in a reasonable timeframe, a copy of the written service report to the Plant Operator.

F. INSTALLATION PREPARATION:

1. Park staff will receive, off-load, handle and provide temperature-controlled storage of the equipment and materials. Prior to off-loading, park personnel will verify that the temperature indicators have not been tripped.
2. Membranes must be stored in a sheltered area, protected from freezing temperatures, direct sunlight, or extreme heat, and sealed as shipped until ready for use. Storage should be in a dark, dry, level area at a temperature of 5-30°C (41-86°F). Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary, prior to installation. Shawnee State Park assumes the responsibility for the risk of loss of the Contractor's parts while they are stored at the Shawnee State Park facility.
3. Park staff will inspect, evaluate, and make repairs as required for the membrane tanks, mounting brackets, hoses, and all connections prior to contractor arriving to site.
4. Park staff will provide all access structures (such as scaffolding) and mechanical lifting equipment including cranes, forklifts, and scissor lifts.
5. Park staff will provide an accessible copy of the operating manual, all process and instrumentation drawings, and all electrical drawings on site for reference for the duration of the contractor's work.

G. INSTALLATION:

1. Shawnee State Park must provide one or more experienced Water Treatment Plant personnel to work continuously for the full duration of the contractor's site visits during installation and commissioning of the ZeeWeed system modules.
2. Shawnee State Park will afford contractor's personnel free access and egress of the facility for all authorized work. Shawnee State Park will provide reasonable access to workshop facilities with standard workshop tools and equipment as is necessary to meet any repair and maintenance requirements of the system during installation. Shawnee State Park will provide contractor's personnel reasonable access to the facility amenities, including washrooms and break rooms.
3. Shawnee State Park will provide adequate illumination and emergency lighting for all areas in which the contractor will be executing the scope of supply. The Park will Provide all site utilities such as raw water, instrument quality air, potable water and power required for operation of the proposed equipment included in this scope of supply. Assure that adequate quantities of membrane cleaning and neutralizing chemicals are on hand for wash procedures including sodium hypochlorite, sodium bisulphite, citric acid and sodium hydroxide. Supply telephone/fax/modem access while contractor and its staff members are on-site.
4. Shawnee State Park will provide assistance to:
 - a) Removing modules from the system as required.
 - b) Placing new modules into each tank.
 - c) Disposing of membrane module preservatives as well as all retired membrane modules and cassette components and shipping/packaging materials unless specifically requested not to do so by the Contractor.
 - d) It must be understood that these modules are required as replacements for currently installed modules; they will not be used to provide expanded flow beyond the current Water Treatment Plant flow.

H. PERMITS & REGULATORY REQUIREMENTS:

Shawnee State Park is responsible for reviewing and reporting to the permit granting agency on the impact of any of the proposed changes on the regulatory permit. The contractor must provide the necessary manufacturer's technical support on regulatory issues. The contractor's bid should

include provisions for incorporating any necessary changes to the control code in order to update the LRV set points, specifically for the plant after the membranes have been installed.

I. SUBSTITUTIONS:

As the Department of Environmental Protection Permit requires the use of ZeeWeed 1000 550 ft2 CPX Membrane Modules and for compatibility reasons, the project will not consider any substitutions of membranes.

J. HEALTH AND SAFETY:

1. Shawnee State Park will provide orientation to Contractor's personnel to ensure site-specific safety protocols are known. The Park will identify and inform the contractor's personnel of any site-specific hazards present in the workplace that could impact the delivery of contractor's scope of supply. The Park will work with the contractor to remove, monitor, and control the hazards, keeping them at a practical level.
2. Shawnee State Park will provide any site-specific or standard operating procedures and practices for Contractor's personnel to perform work on site, if required. Such programs may include, but are not limited to, general environmental health & safety (EHS), HAZOP, fire protection, drug testing, incident notice, site conduct, standard first aid, chemical receiving, electrical safety, etc.
3. Where certain short duration activities require two people for safety and the contractor's service representative is alone at site, Shawnee State Park will assist, as required, to assure that correct safety precautions are taken.
4. Shawnee State Park is responsible for the following environmental provisions:
 - a) Obtaining and maintaining all necessary environmental use and discharge permits for any chemicals or proposed chemicals used at the facility, whether mentioned in the document or planned for future use.
 - b) Any special permits required for individuals of either the contractor or park staff to perform work related procedures within the water treatment system facility;
 - c) All site testing, including soil, ground and surface water, air emissions, etc.;
 - d) Disposal of all solid and liquid waste from the contractor's system, including waste materials generated during the entirety of the construction.
5. The Park is obligated to provide health and safety facilities to the contractor's field service representatives in the same extent that they are provided to Shawnee State Park's own employees, including:
 - a) Eyewash in the water treatment area;
 - b) Chemical spill response;
 - c) Security and fire protection systems per local codes.
6. All work on site will be performed in accordance with applicable laws and will be performed reasonably, in a clean and safe manner. The Contractor's service representative will abide by all applicable health, safety and environmental policies and procedures.
7. All emergencies affecting the safety of persons, work or property (at the site and adjacent to), the contractor will act, without previous instructions from the Park, as the situation warrants. The contractor must notify Shawnee State Park immediately thereafter.

K. ZEE WEED* MEMBRANE MODULE STANDARD WARRANTY:

1. Scope of Warranty

The Contractor must warrant that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of park staff.

All replacement membrane modules and materials will be shipped to the Water Treatment Plant.

All ancillary receiving costs, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning, and waste disposal are the responsibility of the park.

2. Warranty Start Date

Membrane warranty will start on:

- a) The date that the installation of the original membrane module(s) has been substantially completed, or
- b) Three (3) months from the date of delivery of the original membrane module(s) to the park.

Total Warranty Duration must include, at least, a total of 24 months of full replacement coverage.

IV. CONTRACTOR QUALIFICATIONS

- 1. **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.
- 2. **Worker Protection and Investment Certification Form:** 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 state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with this Bid. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission and non-responsive.

V. CONTRACTOR REFERENCES

After the bid opening and prior to awarding the contract, the Department has the right to request references (name, address, and telephone number) of similar work performed in the previous two (2) years as proof of qualification to perform the work involved in this contract. Similar work is defined as supplying membrane modules for a water treatment plant while coordinating advisory functions with both on- and off-site support to the plant operator, including controls programming/adjustments while maintaining process compliance, influent or effluent qualities, and permit compliance including government reporting with notification of immediate issues.

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 and/or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

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:

- A. **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.
- B. **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 Jenna English at Jenenglish@pa.gov.

VII. CONTRACT TERM:

Contract will commence after receipt of purchase order and terminate Friday, June 28, 2024.

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 properly executed Reciprocal Limitations Act Form that lists the state of manufacture for any supplies procured.
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 only accepts out to two (2) decimal points when entering your "Unit Price".

IX. PAYMENT TERMS:

Payment will be made upon approval from the Water Treatment Plant Chief Operator and Park Maintenance Supervisor based on the project's satisfactory completion. The project will be deemed complete when all items listed, and guidelines have been met.

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

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, your SAP Contractor Number and be itemized to include project number and dates of service on the invoice. The name and address listed on the purchase order must also be listed on each invoice. Failure to provide this information will result in a delay of payment.

Please Note: Contractors 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 Contractor Number and, for security purposes, should not be explicitly stated on an invoice.

XI. RECEIPT AND OPENING OF BIDS:

Bids must be submitted via the PA Supplier Portal, to be found at <https://pasupplierportal.state.pa.us>. Faxed, emailed, or mailed bids **will not** be accepted.

No responsibility will be attached to any employee of the DCNR 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 may obtain bid results by accessing <https://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 the Purchase Order.

Attachments:

DCNR Reciprocal Limitations Act Requirement Form
BOP-2201 Worker Protection and Investment Certification Form