STATEMENT OF WORK

PAVILION/SHELTER KIT Little Buffalo State Park, Perry 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 and deliver a kit necessary to build a pavilion.

Pavilion/shelter building materials must be delivered to the Little Buffalo Maintenance Shop no later than June 24, 2024. The Little Buffalo Maintenance Shop is located at 720 Gill Hill Road, Newport, PA 17074.

Questions regarding the technical aspects of this bid should be directed to Jessica Fischer, Park Operations Manager, at 717-567-9255 or by email at jesfischer@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.

This bid is for the purchase of the pavilion kit only. DCNR will be responsible for assembly.

II. CONTRACT REQUIREMENTS:

Supplier to furnish and deliver pavilion building materials and hardware necessary for the construction of one (1) pavilion. Eastern White Pine is the preferred species of wood to be used in construction.

A. Pavilion kit to include:

- Size of pavilion/shelter to be equal to 24' x 28' x 8'
- Roof slope of 8/12
- 12" eave overhangs
- 18" gable end overhangs
- 8x8 posts (8' long) with curved angle braces; powder coated steel post bases
- Precut appropriately sized girder beams with scroll-cut ends; Precut 6 x 12 ridge beam.
- Preassembled King truss at each end and center must be appropriately reinforced.
- 2x6 Tong and groove roof decking boards
- Ice and water shield; 2" drip edge for perimeter of roof
- 30-year architectural shingles in dark brown
- Lags and timber screws for assembly
- B. Pavilion kit must be delivered to Little Buffalo State Park **no later** than June 24, 2024.

- C. Any changes/deviations from the design will be explained and documented by vendor.
- D. Provide a designated Customer Service Representative that will serve as the main point of contact for this contract

II. 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 (BOP02201) 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.

III. CONTRACT TERM

The contract term will commence upon execution and receipt of purchase order and terminate June 30, 2024.

IV. BID AWARD

Bidder must complete and return the following:

- A. The electronic Invitation for Bid to be found at 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.

The unit price must include all materials and all items necessary for completion of the project, as well as all shipping, transportation, unloading charges, and any associated delivery fees.

Bids will be awarded based on lowest total sum.

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

V. PAYMENT TERMS

Payment will be made on a reimbursement basis following delivery and final acceptance of the approved product 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.23 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024) of the attached Commonwealth's Terms and Conditions for complete details and contractor responsibilities.

VI. SHIPPING & DELIVERY

Delivery should be scheduled 48 hours in advance by contacting Park Operations Manager, Jessica Fischer, at 717-567-9255 or by email at jesfischer@pa.gov.

Deliver to the following address: Little Buffalo State Park

Maintenance Shop 720 Gill Hill Road Newport, PA 17074

NOTE: An itemized receipt(s) must accompany delivery of all items and must be provided to the park office.

VII. INVOICING

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: 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.

VIII. LIQUIDATED DAMAGES

If any item is not delivered or 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 shall 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 shall 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. Delivery of an item, which is rejected by the Commonwealth, shall not toll the running of the days for purposes of determining the value of liquidated damages.

IX. RECEIPT AND OPENING OF BIDS

Bids must be submitted via the PA Supplier Portal at 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.

X. BID RESULTS

Bidders can obtain bid results by accessing <u>e-Marketplace</u>. This 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