

**IFB for Mowing of Miscellaneous Areas
in Bucks County
STATEMENT OF WORK**

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SPECIAL PROVISIONS

1. GOVERNING SPECIFICATIONS

The purpose of this Invitation for Bid (IFB) is to procure a Contractor to perform Mowing and Trash Pickup and Removal Services in Bucks County for the Pennsylvania Department of Transportation (hereinafter referred to as PennDOT). These services may be requested within PennDOT right-of-way and are to be performed in accordance with the most recent version of the following: (these documents can be found on the PennDOT website <http://www.penndot.gov/> or via an internet search by title)

- PennDOT Publication 213– Temporary Traffic Control Guidelines
- PennDOT Publication 23 – Maintenance Manual, Chapter 13

This bid solicitation has been reserved for Small Business Contracting. Only those Bidders certified as DGS Small Businesses through the Small Business Contracting Program may submit a bid for these services.

Prior to the bid, all questions shall be directed to the Purchasing Agent.

In the event there is a conflict among the documents comprising this Contract, PennDOT and the Contractor have agreed on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

The PennDOT Project Manager for this contract will be the District Roadside Specialist Supervisor (DRSS) or Designee.

2. SERVICE REQUIREMENTS

Roadside mowing and trash pickup and removal is an essential maintenance activity which contributes to motorists' safety, sign visibility, vegetation control and roadside appearance. Mowing is to be performed on an as needed basis as directed by the DRSS or designee. For the purposes of this contract, trash is defined as fallen branches, rocks, articles from vehicles, including rubbish and debris two inches (2") and greater in size.

This work is the furnishing of all material, equipment, personnel, liability insurance, safety equipment and best operational practices necessary for the efficient mowing, and trash pickup and disposal, for traffic islands, PennDOT-owned right-of way-parcels, landscaped areas and other minor mowing areas as described in this Statement of Work.

Work continuously until each location is completed. Do not leave work location except when necessary due to the onset of inclement weather or darkness. When feasible, conduct all work operations from or beyond the roadway shoulder.

The services provided shall be consistent with standard operating procedures and applicable Federal, State, Local laws, rules, and regulations for the protection of public health and the environment, including following OSHA safety requirements.

The Contractor is responsible to review and field-view the mowing areas and submit any questions prior to the start of work. To support Contractors' efforts to review and field view the mowing areas prior to the start of work, the Department is providing, for information purposes only, Attachment 6, Location of Islands and Parcels.kmz, a Google Earth file.

Objects that require the efforts of more than the entire crew to lift onto the truck can be left in place where discovered. Notify the DRSS or Designee by the end of the day if oversized objects are encountered.

Do not disturb any steel drums or other types of sealed containers which might contain solid, liquid, or gaseous chemical wastes, hospital wastes or infectious wastes. Immediately notify the DRSS or Designee if any such material is discovered.

All work crews will be equipped as described below under EQUIPMENT REQUIREMENTS and PAY ITEMS.

The Contractor will be required to submit all duplicate or back-up equipment for inspection prior to its use under this contract.

The Department may require two (2) separate crews to perform work on the same day occasionally. PennDOT will provide the Contractor with a minimum notice of 7 business days if a second crew is required.

If additional crews are requested by the DRSS or Designee, the DRSS or Designee may waive the need for additional equipment.

3. PURCHASE ORDER VALIDITY PERIOD

The initial validity period will start August 12, 2020 and end November 30th, 2021.

4. OPTION TO RENEW

This purchase order may be renewed for a maximum of three (3) additional one (1) year terms, so long as the Department provides written notice to the contractor of its intention to extend the purchase order by letter prior to the expiration of the term agreement, or any extension thereof. No further document is required to be executed to renew the term of the contract. Any renewal will be under the same terms, covenants, and conditions, provided, however, that the rates under the contract may be increased up to 2% during each renewal term.

5. OPTION TO EXTEND

The Department reserves the right to extend a purchase order for up to three (3) months upon the same terms and conditions.

6. ESTIMATED QUANTITIES

All quantities are estimated, and the Department reserves the right to increase or decrease these quantities based upon need.

Estimated acreages of the areas to be mowed are listed in the Attachment 5, Tabulation of Quantities. Estimates may not reflect the actual quantities and the Contractor is responsible for reviewing the mowing areas.

Mowing cycles may vary per growing season. PennDOT reserves the right to modify without limitation, and without increasing the unit cost payout to the contractor, the number of mowing cycles and/or the acreage in the Tabulation of Quantities as necessary for any reason, including available program budgets, annual cycle schedules, construction project (starts or close-outs) roadside modifications or weather patterns. PennDOT agrees that the acreage will not be increased or decreased more than 30% of the original bid amount. If the acreage is changed, the cycle will be paid proportionally, based on the total acreage included in a cycle at the time of bid. (Ex. if there were 100 acres included at time of bid and we add 10 acres, we would increase the payment to 1.1. Likewise, if there were 100 acres and we removed 5, we would pay 0.95.)

When areas are assigned or removed to the Contractor they will be notified in writing of the additional areas by the DRSS or designee. The contractor MUST perform mowing services requested at any additional areas within the limitations set forth above; failure to complete assigned areas will be considered non-compliance, and the Contractor will be issued a Contractor Work Performance Compliance Notification.

Trash Removal and Disposal hours per person may vary per growing season. PennDOT reserves the right to modify without limitation, and without increasing the unit cost payout to the contractor, the Trash Removal and Disposal hours per person in the Tabulation of Quantities as necessary for any reason, including available program budgets, annual cycle schedules, construction project (starts or close-outs) roadside modifications or weather patterns. See Attachment 5, Tabulation of Quantities, for the estimated number of Trash Removal and Disposal hours per cycle.

7. SUBCONTRACTING

Subcontracting is not permitted under this contract.

8. CONTRACT REPRESENTATIVE

The Contractor shall assign one of its employees to serve as the Contract Representative. The Contractor's Contract Representative will be the Contractor's sole contact person designated to interact and communicate with the Department on all contract-related activities and issues. The Contractor Representative must be available 24-hours a day, seven (7) days a week, and proficient in the English language.

The Contractor shall provide the Department with Contractor's Contract Representative's contact information including name, title, cell phone number, and email address.

The Contractor's Contract Representative shall have the authority to make all contract-related decisions. The Contractor shall notify the Department immediately, in writing, of any change involving the individual serving in this position.

The Contractor must complete and submit Attachment 1, Contractor Information Form to the PennDOT Purchasing Agent within 3 business days of notice of apparent low bidder status.

PennDOT reserves the right to require changes to the Contract Representative or personnel when necessary to carry out the safe, professional and effective performance of the contract.

9. EQUIPMENT AND OPERATOR REQUIREMENTS

The Contractor shall ensure all equipment and equipment operators comply with applicable PA Motor Vehicle laws and federal regulations. The Contractor is responsible for determining adequate staffing and equipment needed to provide the services described in this Statement of Work. PennDOT reserves the right at any time to request additional staffing and/or equipment if deemed necessary. An ANSI Class 2 safety vest, hard hats and leather boots must be worn by all crew members at all times in work zones.

Regarding equipment, the following minimum standards shall be met:

- Mower(s): Commercial grade, riding zero-turn; 22 hp engine, 52" cutting width
- Trimmer(s): Commercial grade, straight-shaft; 24.1 cc engine
- Blower(s): Commercial grade, backpack; 63.33 cc engine

Any additional equipment deemed necessary to complete the mowing cycle within the 14-calendar day time frame is to be provided by the contractor. PennDOT reserves the right to waive minimum mowing equipment standards if Contractor submits larger capacity equipment that can perform the work in an equal/lesser time frame.

10. EQUIPMENT INSPECTION

The apparent low bidder shall demonstrate to the DRSS or Designee that the equipment proposed for use in meeting the requirements of the contract is of sufficient capacity and quantity, and that all such equipment is in good working order. Additionally, the apparent low bidder may be asked to demonstrate that the personnel employed for providing the services required by the contract are sufficiently trained to

operate the Contractor's proposed equipment. The demonstration will also include Work Zone Traffic Control vehicles needed for compliance with traffic safety requirements as defined in the current version of PennDOT Publication (Pub) 213.

The Contractor will, within three (3) business days of notice of apparent low bidder status, submit the completed Attachment 2, Roadside Equipment Inspection (REI) Form to the PennDOT Purchasing Agent.

Within 10 calendar days of notice of apparent low bidder status, the DRSS will notify the apparent low bidder regarding the date, time, and location of the demonstration.

At the discretion of the DRSS or Designee, the apparent low bidder may be provided with up to five (5) additional calendar days after an initial, unsuccessful demonstration of equipment and personnel acceptability to prepare for and satisfactorily complete a second demonstration.

If the apparent low bidder fails to demonstrate the acceptability of its equipment and/or personnel within ten (10) business days of PennDOT's initial notification of date and time of inspection, the apparent low bidder will be deemed nonresponsive and not responsible and its bid will be rejected. The contract will then be awarded to the next lowest responsive and responsible bidder that successfully demonstrates the acceptability of its equipment and personnel.

PennDOT will provide the Contractor written communication regarding the outcome of the equipment demonstration.

If changes to equipment and/or personnel are made after the award, the Contractor will notify the DRSS and may be asked to successfully demonstrate the acceptability of the equipment and/or personnel as specified above.

All equipment listed by the Contractor on Attachment 2, Roadside Equipment Inspection (REI) Form must be present at the demonstration; incidental equipment need not be included. All equipment shall be licensed, insured, and registered in accordance with applicable PA Motor Vehicle Codes and the Terms and Conditions of this contract.

The Contractor name, logo if applicable and contact information must be visible on all motor vehicles used on the contract.

11. WORK ZONE TRAFFIC CONTROL REQUIREMENTS (WZTC)

Contractor shall conduct Maintenance and Protection of Traffic in accordance with the current version of Publication 213 and the Attachment 8, Pub 213 Clarification Memo. Contractor shall provide all traffic control setups, shadow vehicles, signage, warning lights, flags, flashing lights, and any other work zone traffic control equipment required by Publication 213 necessary to ensure the safety of the traveling public and minimize interference with the normal flow of traffic. Contractor shall not close any lanes of travel without prior coordination with the DRSS.

The costs of Maintenance and Protection of Traffic as required by Publication 213 for performing work on two-lane and/or two-way highways is considered incidental and will not be paid for separately.

From a traffic safety standpoint, it is anticipated that the majority of this work will be a "Mobile Operation". For any work locations not considered a "Mobile Operation", the Contractor shall provide the appropriate Maintenance and Protection of Traffic as required by Publication 213.

12. WORK REQUIREMENTS AND PROCEDURES

- a) **SCHEDULE:** A Notice to Start Cycle will be initiated in writing by the DRSS or designee at the beginning of the mowing season. Mowing operations must commence within 7 business days of the Notice to Start Cycle. Then mowing shall be completed on a bi-weekly basis throughout the

growing season unless otherwise directed by DRSS or designee. The maximum number of days to complete one cycle will be 14 calendar days; failure to complete a cycle (weather permitting) within the time limits agreed to will be considered a Contractor Work Performance Issue.

Work will be performed Monday through Friday. Work on Saturday and Sunday, as necessary, may be performed only with written consent of the Project Manager or Designee.

The daily work schedule will be 7:00 am to 3:00 pm daily, including a (non-billable) half-hour lunch break (7.5 billable hours daily). The Project Manager or Designee may waive the lunch break or approve an alternate work schedule, with a minimum of 24 hours' notice.

Each crew foreperson must make a call-in (working/not working) to the Project Manager or Designee by text message, telephone or email each day; this report is to be made by 6:30 AM. At the end of each working day, a call-out must be made to the Project Manager or Designee by text message, telephone, or email each day by 3:30 PM. In all cases, if the Project Manager or Designee is not available, the Contractor must leave the Project Manager or Designee a text message, voice message, or send an email to communicate work status and location.

Each daily call-in must include notification if Work Zone Traffic Control (WZTC) measures will be used during the day; failure to do so may result in non-payment for Work Zone Traffic Control (WZTC) for the day. If the WZTC requirement changes from what was reported in the daily call-in, the Project Manager must be notified immediately.

During times of inclement weather or special events, the Project Manager or Designee may postpone work until a more suitable time.

Unless otherwise directed by the Project Manager or Designee, a work shift may begin no earlier than sunrise and end no later than sunset, provided sufficient daylight and/or weather conditions exist to allow for the safe completion of work activities.

No payment will be made for hours not worked due to inclement weather, equipment breakdowns, mandatory lunch breaks, or other causes. Payment will be made for time spent on field repairs requiring less than one (1) hour of down time; any crew member not involved in equipment repair shall make all reasonable efforts to continue working in a productive manner. Any breakdown shall be immediately reported to the Project Manager or Designee; no payment shall be made for field repair if the PennDOT has not been notified on the day of occurrence.

b) HOLIDAYS: No work shall be scheduled to occur on the following holidays unless written permission to do so is provided by PennDOT:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Day

For all holidays occurring on a Sunday, the following Monday will be recognized as the day when no work is to be scheduled. For all holidays occurring on a Saturday, the Friday before will be recognized as the day when no work is to be scheduled.

The Contractor shall not implement travel lane restrictions or any activities that will impede traffic during the following periods unless otherwise approved by the Project Manager or Designee:

1. Tuesday 5.00 AM through Monday 8.00 PM (Thanksgiving Weekend)
2. Friday before Holiday at 5:00 AM through the Monday after at 8:00 PM (Christmas and New Year's Weeks)
3. Friday 5:00 AM through Tuesday 8:00 PM (Easter Weekend)
4. Friday 5:00 AM through Tuesday 8:00 PM (Memorial Day Weekend)
5. Friday 5.00 AM to Tuesday 8.00 PM (Independence Day Weekend)
6. Friday 5.00 AM through Tuesday 8.00 PM (Labor Day Weekend)
7. Special Events

c) WORK PERFORMANCE: The Project Manager or Designee may submit to the Contractor a list of work areas that may include additional information, such as high-priority or special needs areas, requested work order etc.
The Contractor shall provide a general schedule for approval that clarifies the order and time frame needed to complete the work.

d) WORK CREW READINESS
All work crews must have a full complement; Contractor may not start work without a full crew complement without prior permission from Project Manager or Designee. Absenteeism which prevents Contractor crews from performing work will be considered a Contractor performance issue. Absenteeism which prevents Contractor crews from performing work may result in the assessment of liquidated damages, performance issue entry in the Commonwealth's Contractor Responsibility Program System, and Purchase Order Cancellation.

e) COMPLIANCE NOTIFICATIONS: A written response to a Compliance Notification is required within 24 hours of receipt. **REPEATED INADEQUATE RESPONSES TO COMPLIANCE NOTIFICATIONS MAY RESULT IN THE CONTRACTOR BEING FOUND NON-RESPONSIVE OR NOT RESPONSIBLE. IN THIS CASE, PENNDOT RESERVES THE RIGHT TO WITHDRAW THE CONTRACT AND REQUEST SERVICES FROM THE NEXT LOWEST BIDDER.**

1. WORK ZONE TRAFFIC CONTROL (WZTC): If the Project Manager or Designee observes any aspect of a safety setup that raises questions or concern, the Contractor will be notified immediately and a **Work Zone Traffic Control Compliance Checklist and Notification Form, CS-901 (Attachment 9)**, will be used to document and request clarification or a remedy.
2. WORK PERFORMANCE: Crews are expected to be productive and work continuously throughout the day (except for a lunch break, if taken). Excessively long breaks and unproductive crew members or crews will not be tolerated. If the Project Manager or Designee observes sub-standard work performance, the Contractor will be notified immediately and a **Contractor Work Performance Notification Form (Attachment 10)** will be used to document and request clarification or a remedy.

The work of the Contractor is subject to inspection by PennDOT at any time. Unannounced inspections of operations performed under this contract may be conducted by the DRSS or a Designee. The DRSS will have the authority to stop operations being performed under this contract at any time and for any reason. Deficiencies found during an inspection shall be corrected, at no cost to PennDOT, before operations resume.

f) DISPOSAL SITE REQUIREMENTS

At the Pre-Service meeting, the Contractor will provide the DRSS or Designee with a list of disposal sites that the Contractor will be using to dispose of the materials picked up under this contract.

Contractor must utilize disposal sites approved and licensed by the Commonwealth of Pennsylvania Department of Environmental Protection.

Contractor must notify PennDOT in advance of changes in disposal site(s). All Trash disposal costs and fees will be incidental to this service.

The Department reserves the right to direct the Contractor to dump at any approved location.

g) ACTIVE CONSTRUCTION ZONES AND BEAUTIFICATION AREAS

The Contractor shall not perform any operations within active construction zones or beautification areas unless directed to do so by the DRSS or Designee.

h) PROPERTY DAMAGE

The Contractor shall repair or replace any PennDOT property, or private property, damaged during operations performed under this contract at no additional cost to PennDOT.

13. PRESERVICE MEETING

A Pre-Service Meeting will be scheduled by the Issuing Officer or Designee after the purchase order is issued and will be held at the PennDOT District 6-0 Office.

The Pre-Service meeting is an incidental item and will not be paid for.

The Contractor will have five (5) calendar days to be ready to start work after the Pre-Service Meeting is held.

14. PENNDOT ROADSIDE CONTRACT ADMINISTRATION

While PennDOT reserves the right to request submission of the M-609 in other formats in the future as detailed below, PennDOT **requires Form M-609s to be submitted via a mobile application** (hereinafter the "application").

Any reference throughout this document to the M-609 shall mean the PennDOT Form M-609, which shall be completed by the Contractor via PennDOT's mobile application unless directed otherwise by the Project Manager or Designee. To that end, the following requirements apply:

1. The Contractor shall become a PennDOT Business Partner, obtain credentials to utilize the application, and follow "Accessing PennDOT iPad Applications for Business Partners" (Attachment 7). This document provides guidance on registering to become a Business Partner and using the application.
2. The Contractor shall be responsible for the purchase, maintenance and operation of all hardware, including devices such as but not limited to compatible cellular telephones or tablets, necessary to utilize the application.
3. **The Contractor shall submit all Form M-609s to PennDOT via the application. If applicable, supplemental daily information (GPS pins/information, photographs, etc.) shall be attached as pdf files.**
4. **A minimum of one M-609 shall be submitted per cycle. The regular submission of M-609's is critical to the efficient administration of this contract and will be agreed upon at the Pre-Service meeting. If a revision is needed for an M-609, it will be "rejected" to the Contractor through the mobile application.**
5. Once registered as a Business Partner, the Contractor shall can use the application statewide for roadside maintenance work and, as directed by the PennDOT and its authorized

personnel, including without limitation the Project Manager or Designee, complete Form M-609 electronically, with the same binding legal effect as though certified in writing.

15. INVOICE AND BILLING INSTRUCTIONS

A completed Confirmation of Services Form (Form OS-501) (Attachment 3), and M-609 Summary Spreadsheet (Attachment 4) shall be submitted by the Contractor to the Project Manager or Designee for review and verification on a monthly basis. Both forms shall be itemized, include sufficient detail, and coordinate with the line items on the Purchase Order. The Project Manager or Designee will notify the Contractor if corrections are needed. Untimely or incomplete submissions of Form OS 501 and M-609 Summary Spreadsheets may delay processing of a "proper invoice" as required by the Payment section of the Terms and Conditions.

The Contractor shall ensure that all line item quantities are monitored throughout the term of the Purchase Order and shall track line item usage to be able to forecast shortages before they occur. When shortages are identified, the Contractor shall cease work immediately and contact the DRSS.

16. SPILL PLAN AND SPILL KIT

Contractor must submit a Spill Plan to the DRS at the Pre-Service Meeting. The plan shall detail the steps that will be taken to contain any and all fluids and material that may accidentally be discharged by any of the equipment. In addition, the plan shall provide direction to the crew on the cleanup and disposal process of any/all leaked contaminants or material. If an environmental remediation company will be utilized, the name of the company and contact must be supplied.

Contractor must equip each crew with a Spill Kit. The Contractor's Spill Kit(s) must be presented to the DRSS at the Equipment Inspection. The Spill Kit must be capable of containing any and all fluids and material that may accidentally be discharged by any of the equipment to prevent the discharge from entering any inlets or water ways. Contractor will check the spill kit on a monthly basis throughout the term of the contract to ensure it is complete and functional.

17. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM

The Department has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the Commonwealth of Pennsylvania has established a Green Plan Policy that can be found at:

www.dot.state.pa.us

and is also posted at the Department's District and County Offices. The Green Plan Policy is designed protect the environment, conserve resources and comply with environmental laws and regulations.

The Contractor shall ensure that its personnel including the personnel of any of its subcontractors) are aware of the Commonwealth of Pennsylvania's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

PAY ITEMS

Item 1: Mowing-Traffic Islands and Parcels

DESCRIPTION: Mow all areas to a uniform height of 4 inches unless directed to do otherwise by the DRSS. All grass clippings are to be distributed evenly. During mowing operations where it can be avoided, do not discharge clippings onto roadway. Disperse grass piles of clippings left on mowed areas, shoulder and roadway areas.

Trimming is to be performed around all islands, medians, shoulders, interchange areas, curbed traffic divider islands, slope areas, guiderail and fence posts traffic signal and sign structures, and all other areas within the right-of-way during and/or after each mowing cycle. All trimming work will be incidental to this service.

Do not damage roots, basal areas or branches of any existing tree. Do not damage any ornamental beds or plantings.

PAY ITEM, UNIT OF MEASURE: Cycle

The payment for the "Mowing" contract item will be based upon cycles with adjustments for additions or deletions. (the number of times each area is mowed). Mobilization is incidental to this item.

Item 2: Trash Pickup and Disposal- Traffic Islands and Parcels

DESCRIPTION: Trash removal is to be performed prior to the start of mowing and trimming operations, but only as directed by the DRSS.

Trash removal is the removal and disposal for of litter and debris 2" and greater in size. Prior to initiating a mowing cycle the DRSS will notify the Contractor if litter and debris removal will be necessary prior to mowing. If directed by the DRSS, Contractor shall remove and dispose of all litter and debris prior to, or concurrently with the mowing cycle. Contractor will submit invoices for Trash Pickup and Disposal at the conclusion of the mowing cycle. If the areas mowed show signs of shredded litter, no payment for the litter pick up will be made until the litter and debris is removed.

The Contractor is responsible for the proper disposal of all trash collected.

If the Contractor encounters unidentifiable, hazardous or unmovable objects, the item(s) should not be touched or moved, and the Contractor shall immediately notify the DRSS. Contractor is not expected to dispose of these items.

If the Contractor observes a dead deer within the limits of work, the DRSS shall be notified. Contractor is not expected to dispose of dead deer.

PAY ITEM, UNIT OF MEASURE: Hour

The unit for trash pick-up is man-hour, invoiced per cycle.