

**Statement of Work
Grounds Maintenance
For District 6-0 Office**

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GENERAL PROVISIONS

1. GOVERNING SPECIFICATIONS

The purpose of this Invitation for Bid (IFB) is to procure a Contractor to perform grounds maintenance services for the Pennsylvania Department of Transportation (hereinafter referred to as PennDOT) District 6-0 Office Building located at:

PENNDOT Engineering District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525

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 Building Maintenance Foreman or Designee.

All work will be subject to inspection by the Building Maintenance Foreman or designee during the term of this contract. Failure to satisfactorily meet all the requirements of this contract or the refusal to promptly correct all deficiencies within twenty-four (24) hours of notification by phone, fax or written (including email) may be cause for liquidated damages and/or termination of this contract.

2. SERVICE REQUIREMENTS

This work is the grounds maintenance including mowing, landscape maintenance, pruning etc. of all vegetation and grounds at PennDOT District 6-0 Office.

Contractor shall furnish all labor, materials, and equipment to provide services for the entire property for the above listed building, as shown on Attachment 1, Final Site Plan

The site plan is provided to provide a general overview of the site. Contractor shall be required to maintain the entire site, regardless of how it may be depicted on the plan. Contractors are strongly encouraged to visit the site at their convenience to review the site conditions.

All work will be billed at the bid by item number only, any overtime work needed shall be incorporated into the hourly bid price.

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 and includes following OSHA safety requirements.

The Contractor is responsible to ensure all equipment is in conformance with applicable Pennsylvania Motor Vehicle Laws.

3. PUBLICATION 408 REQUIREMENTS

Applicable references to the current Publication 408 also will govern the performance of work under this contract. Current Publication 408, specifications can be viewed on PennDOT's home page (<http://www.penndot.gov>) by selecting publications.

4. 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 and work-related activities and issues. The assigned Contractor Representative must be proficient in the English language.

The Contractor shall provide the Department with its 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 2, Contractor Information Form to the PennDOT Purchasing Agent within 3 business days of notice of apparent low bidder status.

5. PRE-SERVICE MEETING

A Pre-Service meeting will be scheduled by the PennDOT Project Manager or Designee and will occur within five (5) days after the Fully Executed Purchase Order is delivered to the awarded Contractor. The Contractor's Representative and/or Contractor's Project Manager and Foreperson must be present. The meeting will be held at PennDOT Engineering District 6-0 office: 7000 Geerdes Boulevard King of Prussia, PA 19406. Topics to be discussed include items such as Contractor responsibility, review of SOW, contract T&Cs, Insurance, WZTC requirements, etc.

6. TERM OF PURCHASE ORDER

The initial validity period will commence upon issuance of a Fully Executed Purchase Order and will end on December 31, 2023

7. OPTION TO RENEW

The Purchase Order may be renewed for four (3) additional one (1) year term(s), so long as PennDOT provides written notice to the Contractor of its intention to extend the purchase order by letter prior to expiration of the term of the agreement, or any extension thereof.

PennDOT may exercise the renewal as an individual year or multiple year term(s). 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. No further document is required to be executed to renew the term of the contract.

PennDOT reserves the right not to execute the renewal option(s).

8. OPTION TO EXTEND

PennDOT reserves the right to extend any contract and associated purchase orders by up to three (3) months, under the same terms and condition, by providing the Contractor with written notice prior to the expiration of the contract and associated purchaser orders.

9. ESTIMATED QUANTITIES

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

10. INVOICE AND BILLING INSTRUCTIONS

Attachment 3, Confirmation of Services Form, Form OS-501 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 may delay processing of a "proper invoice" as required by the Payment section of the Terms and Conditions.

Invoices shall be submitted by the Contractor monthly. For further instructions regarding invoicing, see the Billing Requirements section of the Terms and Conditions.

PennDOT reserves the right, throughout the life of the contract, to make changes to Forms OS-501, including their instructions, content, and all other requirements.

11. LIQUIDATED DAMAGES

PennDOT may assess liquidated damages for each incident where the contractor fails perform the required work.

Liquidated damages will NOT be assessed because of unavoidable delays in completion of work caused by PennDOT, other Contractors employed by PennDOT, or unforeseeable causes beyond the control and without fault or negligence of the Contractor.

12. EQUIPMENT INSPECTION

The apparent low bidder shall demonstrate to the Project Manager 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 Contractor will, within three (3) business days of notice of apparent low bidder status, submit the completed Attachment 4, Equipment Inspection Form, to the PennDOT Purchasing Agent.

Within 5 calendar days of notice of apparent low bidder status, the Project Manager will notify the apparent low bidder regarding the date, time, and location of the demonstration.

At the discretion of the Project manager 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 Project manager 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 4, Equipment Inspection Form must be present at the demonstration; incidental equipment need not be included. The Contractor shall have the plows and spreaders attached and functional during the inspection. 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.

By the date of the equipment inspection all herbicide applicators must be licensed and certified by the Commonwealth of Pennsylvania in the appropriate application category. At time of equipment inspection,

the Contractor must also complete and submit Attachment 5, Certified Pesticide Applicator Licensing Form, to the Project Manager and provide a copy of each applicator license.

13. SUBCONTRACTING

Subcontracting is not permitted for this contract.

14. WORK REQUIREMENTS

- a) **NOTIFICATION:** Notification is defined as a written (including e-mail), oral, or faxed authorization to the Contract Representative. Contractor will report to worksite within the times specified below.
- b) **PERMITS:** Any cost associated with the mobilization and items such as required licenses, permits, insurance, and communication devices as directed by PennDOT for the duration of this agreement will be considered incidental to the items of work and no additional payment will be made.
- c) **NON-COMPLIANCE:** If, for any reason, the contractor fails to comply with the requirements of the contract, Section 108.09 of PennDOT Specification Pub 408 will prevail, which said specifications are incorporated herein by reference hereto.
- d) **SAFETY AND ENVIRONMENTAL:** All work will be performed in a professional, safe, and orderly manner in accordance with the latest publication of Bulletin 43 and/or Publication 90. Copies of these documents can be obtained by accessing PENNDOT's website at www.dot.state.pa.us.
- e) **PROPERTY DAMAGE**
The Contractor shall repair or replace any PennDOT property, or private property, damaged during operations at no additional cost to PennDOT.

15. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP)

PennDOT has implemented a Strategic Environmental Management Program (SEMP) which established a compliance-based Environmental Management System (EMS) designed to ensure PennDOT is able to achieve and maintain regulatory compliance with local, State and Federal environmental. As part of SEM, the Commonwealth of Pennsylvania has established a Green Plan Policy that can be found at:

www.penndot.gov

Type in 'SEMP' in search field and select the magnifying glass.

Then select 'Pollution Prevention' and review site.

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 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.

16. WORKER PROTECTION AND INVESTMENT

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 that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws.

Such certification shall be made through Attachment 5, Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal, or quote.

PAY ITEMS

Item 1: Grounds Maintenance

DESCRIPTION: This work is the mowing of grass, weeding and maintenance of grounds once (1) per week, or as directed by the Project Manager. Services will begin on Notice to Proceed date, or as the growing season requires, and continue until October 31. Adverse weather conditions may result in deletion or addition of mowing cycles.

MATERIAL: Provide two (2) 48" rotary mowers, two (2) gasoline powered string trimmers, and necessary hand tools such as rakes, pruning shears and other equipment needed to perform the landscape operation. Provide all lubricants, fuel and other items needed for the satisfactory performance of all equipment.

PERSONNEL: Supply a work crew of a sufficient size to adequately perform this work. Contractor shall designate one (1) person of the crew as the foreperson.

SERVICE: Remove all trash and debris that may be an impediment prior to the mowing operation. Cut the grass down to a height of three (3) inches or as directed by the Project Manager. Neatly trim all areas around signs or other structures found in grass areas and edge along sidewalks, curbs, and plantings with a gasoline powered string trimmer.

Trash Removal prior to mowing will be considered incidental to this item and will not be paid separately.

PAY ITEM, UNIT OF MEASURE: Each (cycle)

Item 2: Grounds Cleanup

DESCRIPTION: This work is cleaning up the building grounds area. This work includes weeding, edging, trash pickup, leaf removal and/or other clean-up activities as authorized by the Project Manager.

MATERIAL: Hand tools, rakes, blowers, and other equipment needed to perform work.

PERSONNEL: Supply a work crew of a sufficient size to adequately perform this work. Contractor shall designate one (1) person of the crew as the foreperson.

SERVICE: Remove and dispose of all trash, debris and leaves from all lawn areas, shrub beds and from around the building(s), parking lot and garage.

PAY ITEM, UNIT OF MEASURE: Each

Item 3: Turf Treatment

DESCRIPTION: This work is the application of PennDOT approved turf management products (lime, fertilizers, weed control, etc.) in accordance with field conditions and as needed. Fertilizer application must be made in accordance with Pennsylvania Department of Agriculture recommendations based on a soil test analysis performed by the Contractor or an independent laboratory certified by the Pennsylvania Department of Agriculture. Annual turf management recommendations must include, at a minimum:

- A list of all products to be used, including MSDS sheets.

- Rate of Use.
- Application method.
- Application schedule & proposed date(s).

MATERIAL: Only herbicides currently on the annual list reported to the PADEP as part of the PennDOT's NPDES Permit will be permitted. Contractor must possess a Pennsylvania Department of Agriculture, Pesticide Application Business License.

PERSONNEL: Supply a work crew of a sufficient size to adequately perform this work. Contractor shall designate one (1) person of the crew as the foreperson.

SERVICE: Contractor shall apply turf management products using certified pesticide applicators in accordance with all federal, state, and local laws, regulations, rules, and codes.

Herbicide Applicators must be PA Certified in the appropriate category. For herbicide applications, use a Pesticide Applicator Certified under the current pesticide law of the Commonwealth of Pennsylvania for categories 10 and 14.

For turf products that are not registered with the EPA (lime and fertilizers), the applicator is not required to be certified.

Contractor shall use materials which, per the materials manufacturer's specifications, provide 90% control of all turf weeds throughout the growing season, and are approved by the Project Manager. Use these materials for the duration of this contract.

Provide control of all turf weeds throughout the growing season for the duration of this contract to the satisfaction of Building Maintenance Supervisor. If weeds are not controlled after the application of the treatment, apply additional treatment at no charge to PennDOT.

PAY ITEM, UNIT OF MEASURE: Each (cycle)

Item 4: Pruning

DESCRIPTION: This work is for the pruning of all plant material, including trees, at the work site in accordance with current ANSI A-300 standards as authorized by the Project Manager.

MATERIAL: Pruning shears, chain saws and other equipment needed to rake and remove the cut material.

PERSONNEL: Supply a work crew of a sufficient size to adequately perform this work. Contractor shall designate one (1) person of the crew as the foreperson.

SERVICE: The work is for pruning all plant material, as well as the removal and disposal of the pruned material.

PAY ITEM, UNIT OF MEASURE: Hour (Person-Hour)

Item 5: Labor

DESCRIPTION: This work is to provide laborers for the placement of miscellaneous materials (plant, tree materials, mulch, topsoil etc.) as authorized by the Project Manager.

MATERIAL: Materials will be covered under the Miscellaneous Materials PDA

PERSONNEL: Supply a work crew of a sufficient size to adequately perform this work. Contractor shall designate one (1) person of the crew as the foreperson.

SERVICE: Place the miscellaneous plant material, mulch and/or topsoil as authorized by the District Project Manager.

PAY ITEM, UNIT OF MEASURE: Hour (Person-Hour)

Pre-Determined Amount Items:

Miscellaneous Materials

DESCRIPTION: This work is furnishing any miscellaneous planting materials including but not limited to flowering plants, flowering/evergreen shrubs, shade/coniferous trees, flowering trees, mulch, topsoil, etc. required to complete work as directed by the Project Manager or Designee. Materials will adhere to Pub 408, sections 802.2, 805.2(a)2. b and 808.2.

SERVICE: All shrub beds and tree pits are to be mulched to a depth of three (3) inches with shredded bark mulch. Prior to mulching, treat each tree pit and shrub bed, to the limits of the existing mulch with growth inhibitors. Keep these tree pits weed free throughout the duration of the contract. Upon request, the Contractor shall provide a cost estimate of the required materials for review and approval by the Project Manager or Designee prior to the beginning of work.

PAY ITEM, UNIT OF MEASURE: Each

A predetermined amount of money (PDA) is indicated for this item. All required equipment or materials that is not specified in the contract will be paid under this item.

The cost of materials used will be reimbursable at the actual cost, including applicable tax, shown on vendor's (supplier's) invoices, plus 10% markup.

All material will be replaced in kind. All materials are to be purchased by the contractor.

No material purchases will be initiated without approval of the Project Manager.

PDA Total Amount: \$5,000

Miscellaneous Equipment

DESCRIPTION: This work is furnishing of rented equipment as required for as-directed work specified in this Statement of Work. This will not be used in any way to provide reimbursement for equipment used in the normal course of contract work.

SERVICE: The Project Manager or designee will determine the need and duration of the equipment to be rented. The Contractor shall submit the scope of work and cost on letterhead for approval. Additional work may be added by letter of notification from PennDOT.

PAY ITEM, UNIT OF MEASURE: Each

A predetermined amount of money (PDA) is indicated for this item. All required equipment or materials that is not specified in the contract will be paid under this item.

The cost of rental equipment used will be reimbursable at the actual cost, including applicable tax, shown on vendor's (supplier's) invoices, plus 5% markup.

No equipment rental will be initiated without approval of the Project Manager.

PDA Total Amount: \$3,000