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**Statement of Work
Modular Office Trailer Rental**

- I-1. Statement of the Project.** The purpose of this Invitation for Bid (IFB) is to establish a contract with a qualified Contractor to supply a modular office trailer for the Pennsylvania Department of Transportation (PennDOT) Montgomery County Maintenance Office located on PA-309 northbound at mile marker 8.4 in Spring House, PA. The contractor shall provide all labor, materials, tools, and equipment necessary to provide and maintain a modular office trailer. 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.
- A. Award:** This IFB will be based on the lowest cost provider of the estimated quantities from all bids received that are deemed both responsive and responsible for the project.
- B. Contractor qualification:** After the bid opening and prior to awarding of the contract, the Department may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Department all such information and data for this purpose as may be requested. The Department reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Department further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Department that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- C. 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 the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal, or quote.
- D. Project Management:** The PennDOT Project Manager for this contract will be the Highway Equipment Manager, or their designee. The County management may change the PennDOT Project Manager as they deem necessary.
- E. Pre-Bid Site Inspection:** Pre-bid site visits will be arranged upon request. A pre-bid site inspection is not mandatory; however, it will be assumed that the bidders have full knowledge of all existing conditions when submitting their bid. Please contact John Morgan at 610-275-2368 to schedule a site visit.
- F. Estimated Quantities:** All quantities are estimated and may not reflect actual quantities. The Department reserves the right to increase or decrease these quantities based on need.
- G. Project Kick Off Meeting:** The Project Kick-off Meeting will be scheduled by the PennDOT Project Manager or Designee and will occur within ten (10) days after the Fully Executed Purchase Order is delivered to the awarded Contractor. The Contractor's Representative and Contractor's Project Manager and/or Foreperson must be present. The meeting will be held virtually via Microsoft Teams. Topics to be discussed include items such as Contractor responsibility, review of SOW, contract T&Cs i.e.: Insurance, etc.
- H. Contractor Representative:** Contractor must submit within 5 days of apparent low bidder status, the name of a Contractor representative, and the Contractor Representative's cell phone

number and email address. The Contractor representative serves as the Contractor's project manager.

I-2. Term of the Project. The term of this Project shall commence on June 1, 2026 and shall expire on May 31, 2027, with four (4) one (1) year optional renewals. The optional renewal years, if any, will be exercised by Department discretion, so long as PennDOT provides written notice to the Contractor of its intention to renew the purchase order by letter prior to expiration of the term of the agreement, or any extension thereof.

PennDOT may exercise the renewal(s) 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 3% 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.

No work may begin or be reimbursed prior to issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided such invoices are in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.

The term of this Project may be extended by and at the sole option of the Commonwealth for up to 90 days upon the same terms and conditions where a continued needed exists for the services of the selected Contractor and there has been no termination under the terms of the Contract or Purchase Order.

Costs within the quote shall be all inclusive and shall include, but not be limited to personnel, equipment, disposal, transportation, mobilizations, etc.

I-3. Scope of Work. This work will consist of providing a modular unit for the Montgomery County Maintenance Office. The contractor shall provide all labor, materials, tools, and equipment necessary to provide and maintain a modular office trailer.

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.

A. Contractor Requirements:

1. Modular Unit: The contractor shall provide a modular unit with stair and ADA access ramp to meet the following minimum specifications:
 - 1) Size: Contractor shall provide a modular office trailer with a minimum square footage of 480 square feet. Minimum width shall be 10' not exceeded 12' in width.
 - 2) Unit shall accommodate a minimum of 10 people. This is a "B" occupancy, but it is not an office. It is classed an Assembly without fixed seats, since it is a staging building. It will be un-concentrated (tables and chairs). Minimum requirement is 15 square feet per person.

- 3) Unit must include all anchoring devices for concrete pad and blacktop installation.
- 4) Unit must be equipped with smoke alarms, one smoke alarm per room.
- 5) Unit must be equipped with electric heat and air conditioning of sufficient capacity to ensure the comfort of the staff utilizing the unit.
- 6) Unit must provide power to a minimum of two (2) computers, one (1) fax machine, and two (2) printers. PennDOT to provide power cords and surge protection.
- 7) Unit must have a separate area with door for supervisor's area.
- 8) No rest room required. Site currently has portable units. Unit supplied shall not have plumbing fixtures, or plumbing fixtures must be covered to prevent use.
- 9) Mobilization including onsite delivery and set-up of unit.
- 10) Unit must include blocking and tie downs (Unit to be located on concrete and blacktop surface).
- 11) Unit must have two (2) access points: one (1) stair access and one (1) ADA ramp access, both installed at time of modular delivery.

- 2.** Maintenance and Repair: The awarded contractor must perform necessary repairs to maintain the modular office unit in working order. Upon written notification by the Department, necessary repairs must be made within five (5) business days.

The Department will perform routine cleaning and pest control of the unit.

- 3.** Permits: Contractor will comply with all current building codes in accordance with L&I requirements as well as all local codes. Contractor is responsible for obtaining all applicable permits and licenses. Contractor to complete and submit to PennDOT, within 45 calendar days of receipt of fully executed purchase order, all necessary applications, documents, and forms that may be required by L&I for the installation and use of the modular unit with stairs and access ramp.

The PennDOT Bureau of Office Services will compile the package and send to L&I.

The Modular unit shall meet all "J" Application Requirements: Modular Construction Building Permits. This is a "B" occupancy, but it is not an office.

Contractor shall submit to PennDOT the following items, which will constitute a complete application for a permit to place a modular building on the site.

- 1) Complete UCC Application for Building Permit (UCC-3)
 - a. Foundation, Structure
 - b. Electrical components

- 2) Complete UCC Checklist (UCC-2)
 - a. Please complete this fully. If an information item does not apply, indicate this by a "NA"
 - b. Electrical component.
- 3) Submit payment in the amount(s) specified on the application form.
 - a. This is not applicable on PennDOT projects. Mark form "N/A"
- 4) Submit three (3) complete sets of construction drawings and one (1) set of specifications.
 - a. Seals of licensed design professionals must appear on all sheets and be signed and dated by the designer.
 - b. Drawings must be at least 18" x 24" (but no more than 36" x 42") in size, drawn to scale of no less than 1/8" = 1' with sufficient detail to fully indicate the nature and scope of the work to be performed.
 - c. On the first page of each set, indicate any systems or installations for which plans submission is deferred (e.g., fire alarm system, pre-engineered truss system, sprinkler system).
 - d. Per section 403.43(k) of the UCC regulations, the plans must bear the signature of the design professional in responsible charge and a brief statement indicating that the design professional has reviewed the plans and found them to be in general conformance with the building or structure.
 - e. Provide a Code Analysis on the first or second sheet of the drawing. A failure to provide an adequate analysis may lengthen the time needed for review and approval of the plan submissions.
- 5) Four (4) copies of a site plan showing the size and location of the new construction, with accurate boundary lines, distances from the lot lines, and the established street grades and proposed finished grades.
 - a. See UCC Plan Checklist (UCC-2)
- 6) When Construction will occur in a flood plain, the contractor will provide one (1) copy of one of the certifications required in section 1612.5of the applicable version of the International Building Code.
- 7) Letter signed by a licensed design professional containing all the following:
 - a. A statement certifying that all construction within the modular unit (or fully assembled modular building) and hidden from view will fully comply with all requirements of the applicable version of the International Building Code and all other provisions of the Uniform Construction Code.
 - b. A listing of all alternative construction methods or materials proposed for use, and a statement certifying that the proposed methods or materials meet the requirements of 34 PA Code section 403.44.
 - c. If the certification letter mentioned above has been provided, PennDOT inspections of the modular unit construction will be limited to footer; foundations; any electrical, plumbing or mechanical rough ins that have

been done at the construction site; and, a final inspection. The final inspection will ensure, among other things that all electrical, plumbing and mechanical systems are functioning properly and that all accessibility requirements have been satisfied.

- d. All electrical drawings will be prepared by the contractor. This is for the electric from the electric meter on site to the electric box in the rented modular unit. All electrical hook ups will be the responsibility of contractor. Site has 400 AMP service.

- 4. Unit Replacement: The Department reserves the right to request a replacement unit during any subsequent renewal term. The awarded contractor shall replace the unit upon request within thirty (30) days. The contractor shall be paid under the applicable pay items for both the removal of existing unit and the delivery of a new unit.
- 5. Safety: All necessary safety precautions are the responsibility of the contractor. All work will be performed in a professional, safe, and orderly manner, and in accordance with state and local laws.
- 6. Work Schedule: Work associated with this project may be performed Monday through Friday. The PennDOT Project Manager or designee may authorize work on Saturday and Sunday, as necessary. Regular hours for scheduled work are 7:30 AM through 3:00 PM.
 - a. No work shall be scheduled to occur on the following holidays unless written permission to do so is provided by PennDOT Project Manager or designee:
 1. New Year's Day
 2. Dr. Martin Luther King Jr. Day
 3. President's Day
 4. Memorial Day
 5. Juneteenth
 6. Independence Day
 7. Labor Day
 8. Indigenous People's Day
 9. Veteran's Day
 10. Thanksgiving Day
 11. Day after Thanksgiving Day
 12. Christmas Day

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

- 7. Inspection: The Department reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Failure to satisfactorily meet all the requirements of this contract, or the refusal to promptly correct all deficiencies after written notification, may be cause for termination of the contract.

- 8. Insurance: The contractor shall purchase and maintain, at its own expense, the required insurance as determined in the Terms and Conditions.

9. **Property Damage:** The Contractor shall repair or replace any of PennDOT's property, real or physical, or private property damaged during the performance of their duties at no additional cost to PennDOT.

B. Subcontracting: No portion of the work shall be subcontracted without prior written consent of the Department. If the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the contract. The awarded contract must perform at least 51% of the work associated with the contract.

C. Confirmation of Services Reporting: A completed OS-501 (Attachment 1) shall be submitted by the Contractor to the PennDOT Project Manager or designee, for review and verification, on a monthly basis.

- a. The PennDOT Project Manager or designee will notify the Contractor if corrections are needed.
- b. Each OS-501 shall be itemized, include sufficient detail, and coordinate with the line items of the Purchase Order.

D. Billing and Payments: Invoices shall be submitted by the Contractor on a monthly basis. For further instructions regarding invoices, **Billing Requirements** section of the contract Terms and Conditions.

Untimely or incomplete submissions of OS-501 and any required supporting documentation may delay processing of a "proper invoice" as required by the Terms & Conditions.

I-4. Pay Items. The Unit of Measure for Pay Items are identified at the bottom of each Pay Item and on the Cost Sheet.

Pay Item 1: Delivery and Installation of a Modular Unit

DESCRIPTION: This work is the delivery and installation of a Modular Unit, with stairs and access ramp (if necessary), to be set at the 309 Stockpile Site in Montgomery County. Unit to be set as per L&I requirements. The unit must meet American Disability Act (ADA) requirements.

MATERIAL: All tools, materials and equipment for the delivery and installation of the Modular Unit with stairs and access ramp.

SERVICE: This is for the delivery and installation of a Modular Unit with stairs and access ramp. The M modular unit must meet minimum requirements as specified in I-3 Scope of Work.

PAY ITEM, UNIT OF MEASURE: Each (EA)

Pay Item 2: Monthly Rental of Modular Unit

DESCRIPTION: This is the monthly rental/lease cost of the Modular Unit to be set at the 309 Stockpile Site in Montgomery County.

PAY ITEM, UNIT OF MEASURE: Month (MO)

Pay Item 3: Dismantle and Removal of Modular Unit

DESCRIPTION: This work is to dismantle and remove the Modular Unit, with stairs and access ramp.

MATERIAL: All tools, materials and equipment for the dismantling and removal of the Modular Unit with stairs and access ramp.

SERVICE: This is to dismantle the Modular Unit with stairs and access ramp. This work includes the removal of the anchoring and return delivery of the modular unit with stairs and access ramp.

PAY ITEM, UNIT OF MEASURE: Each (EA)