

PA DEP Certified Drinking Water Operator Statement of Work

TERM OF PURCHASE ORDER: The initial term of the Contract Purchase Order shall be 1 year. The Purchase Order may be renewed at Department discretion for an additional 1-year term. The anticipated start date of the Purchase Order shall be October 1, 2025, permitting an approved Purchase Order has been fully executed.

EXTENSION OF PURCHASE ORDER TERM: The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Purchase Order for up to three (3) months upon the same terms and conditions.

PUBLIC BID OPENING: Public Bid Opening Will Be Held Virtually via Microsoft Teams on Wednesday, August 20, 2025, at 1:00 pm. Please contact Nannette McCreary, Purchasing Agent, at nmccreary@pa.gov for a meeting invitation.

QUESTIONS & ANSWERS: All questions pertaining to this Solicitation must be made prior to Wednesday, August 13, 2025, at 3:00 pm. All questions and answers will be posted to the Solicitation in Emarketplace for public viewing. Please send your question(s) via email to Nannette McCreary, Purchasing Agent, at nmccreary@pa.gov.

PERMIT: The Department is required to retain the services of a properly certified water operator for the respective public water system, per the special conditions of Public Water Supply Permit No. 2924505. See attached Permit.

I. Statement of the Project. Maintenance and Operation of Water Systems at Safety Rest Area.

Location:

**Warfordsburg Rest Area & Welcome Center
(Site B – I-70 West 0.5 miles west of PA/ MD State Line)
1001 Quarry Rd
Warfordsburg PA 17267**

II. Qualifications.

Company Overview. The Bidders shall provide written documentation of the capability to satisfactorily handle all aspects of the services covered under the scope of this contract. In the event of an emergency, the Bidders shall be prepared to proceed with the work within two (2) hours of authorization by the Pennsylvania Department of Transportation (PennDOT). The Bidders shall be able to perform emergency work on a 24-hour basis and shall supply PennDOT with a phone number and contact person for 24-hour availability.

Prior Experience. Include experience in performing water maintenance services in a satisfactory manner and provide a copy of the general work plan required by Title 25 § 302.1207 for PennDOT to review. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Additionally, the Bidders shall furnish references indicating they can complete the necessary work and verification they have been actively engaged in this business for at least five (5) calendar years.

III. Personnel

All employees operating and monitoring the water treatment facilities shall have a minimum Class D water treatment plant operator with subclasses 6,8,9,12 certification in accordance with 25 Pa. Code Chapter 303 (Certification of Operators) and as issued by the State Board for Waterworks Operators.

The contractor shall not allow unlicensed personnel to perform the duties of certified operators. Only certified operators will make process control decisions. All trainees shall be under the direct, on-site supervision of an appropriate Class D treatment plant operator. Violations of this provision will be sufficient grounds for termination of this contract.

The contractor and all employees operating and monitoring the water supply systems shall be a Certified Operator and be familiar with Pennsylvania's Safe Drinking Water Act and the Title 25 PA Code Chapter 109 Regulations, have operation and maintenance training and experience in small groundwater systems.

ONLY CERTIFIED SMALL BUSINESSES ARE ELIGIBLE FOR AWARD:

PennDOT has designated this contract as a Small Business Procurement to provide DGS-certified small businesses with opportunities to compete against other DGS-certified small businesses for Commonwealth agency and DGS statewide contracts under the Small Business Procurement Initiative (SBPI) set forth in Executive Order 2011-09. Only certified small businesses are eligible to submit a bid and receive an award. The small business requirements and certification process can be found on the following site:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

The Small Business Certification will be provided after a supplier completes the self-certification process on the SBPI website. A valid Department of General

Services (DGS) Small Business certificate will be required as part of the bid in order to be deemed a responsive Bidder.

Worker Protection Language:

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 following 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.

Subcontractors: The Bidders are prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth.

IV. Scope of Work

1. Operation and Maintenance of Water Supply System (Pay Item 1)

Included as a per month unit cost for operational equipment, materials and supplies as well as routine and supplementary water sample collection and analyses as specified herein.

Treatment at the site consists of treatment of an average of approximately 870 gpd, softening by CSD75-122C ion exchange softening system for hardness, and reverse osmosis (RO) filtration by CSI Model DFS-12000 membrane for iron, manganese and hardness, and disinfection by sodium hypochlorite. Additionally, each RO unit (two units on site) has a pre-filtration sediment filter (CSI Model # MB520), five (5) membrane filters (Model 30-0130-XX), and the permeate is treated for pH adjustment by a CSI U25 upflow filters utilizing NE10 pH neutralizing media.

The operation of water supply systems includes all pumping systems, storage tanks, softener, reverse osmosis equipment, chemical systems and appurtenances used to supply, treat and disinfect raw water for final distribution to the safety rest area building.

a. Responsibilities and Duties.

The operator shall determine the optimum range of operational controls and disinfectant dosage necessary to maintain adequate chlorine residual, produce the highest quality of potable water and maintain satisfactory water pressure throughout the distribution system.

During each site visit, the water supply system shall be monitored and evaluated, and suitable operational adjustments implemented accordingly to optimize system performance. Routine operation and maintenance shall include, but not be limited to:

- i.** Performing minor repairs and routine equipment inspections;
- ii.** Checking for proper operation of the submersible well pump, softener, reverse osmosis system and chemical feed pumps;
- iii.** Checking levels in the chemical feed tanks, softener brine tanks and preparing disinfection solution as required;
- iv.** Maintaining no less than 0.2 mg/L chlorine residual throughout the distribution system. When a sampling point has been shown to have a free chlorine residual of less than 0.2 mg/L, the Bidders shall take all necessary corrective action to increase the chlorine residual;
- v.** Adjusting disinfectant solution strength and/or chemical feed rates for maintaining adequate chlorine residual;
- vi.** Adjusting permeate rate as required;
- vii.** Replacement of the inline sediment filter monthly;
- viii.** Replacement of the reverse osmosis filter membranes yearly
- ix.** Replace acid neutralizer media every 6 months
- x.** Perform O&M maintenance on the softener and reverse osmosis system in accordance with manufacturer recommendations.
- xi.** Checking for air or water leaks in the system, verifying proper operating water levels in the hydro pneumatic tank and ensuring adequate system pressure.

All records of equipment replacement or repairs shall be maintained in a daily log kept on-site in a location accessible for a 24-hour inspection by representatives of PennDOT and/or the PADEP.

b. Equipment and Materials.

The Bidders will furnish all necessary tools, equipment and materials required for the daily operation and maintenance of the water supply system. The equipment and materials shall include, but not be limited to:

- i.** Sampling and testing apparatus and reagents;
- ii.** Calibrated pH meter and Total Dissolved Solids (TDS) meter, sample bottles, reagents for free chlorine residual analysis, and a direct concentration readout colorimeter; and
- iii.** NSF 60 Certified Sodium hypochlorite for water supply disinfection.
- iv.** NSF Certified 60 Water softener salt
- v.** ANSI/ NSF 58 Sediment Cartridge Filter (Dual Gradient, 4.5 x 9.8, 25/05 Micron)
- vi.** Acid neutralizer media (CSI NE25 pH)
- vii.** NSF-61 Reverse Osmosis Filters (Membrane, 4040, low pressure, 2600 GPD)

The Bidders are required to obtain, properly store and effectively apply all essential chemicals in quantities as may be necessary and appropriate for adequate treatment of the raw water supply. Provisioning of equipment and materials for daily operation and maintenance will be the responsibility of the Bidders and shall be included in the Operation and Maintenance line item of the Bidders Cost Submittal.

c. Water Quality Monitoring

The Bidders shall be responsible for performing all required sampling and water quality testing for the safety rest area water supply system in accordance with Pennsylvania's Safe Drinking Water Act (35 P.S. §721.1 et seq.) and Title 25 PA Code Chapter 109 regulations.

During each site visit, the Bidders shall conduct free chlorine residual monitoring at the entry point record the chemical usage, collect a total dissolved solids (TDS) from the raw water and record the backwash filter

runtime and flow rate. The chlorine residual water sample must be collected at the farthest point in the distribution system within the rest area building. A log of daily records entitled "Water Supply System Operations Report" must be prepared and submitted along with the Discharge Monitoring Report (DMR) to PennDOT. The operations log of chlorine residual and shall be maintained and readily available on site.

i. Weekly

- Free chlorine at Entry Point 101
- TDS at Entry Point 101
- TDS of Raw Water
- Amount of sodium hypochlorite used

ii. Quarterly

- Total manganese and total iron from Entry Point 101

Throughout the duration of the contract, the Bidders shall retain the services of a commercial drinking water laboratory certified by the PADEP's Bureau of Laboratories to perform microbiological analyses, and the analysis listed in previous section. The Bidders shall submit verification of the testing laboratory certification prior to being awarded the contract.

Weekly, the bidder shall record the amount of disinfectant used, measure the Free Chlorine at Entry Point 101.

Each calendar month, the Bidders shall collect one (1) water sample at Site B and have the commercial certified drinking water laboratory perform microbiological analysis for coliform bacteria. Sampling should be conducted as early as possible, preferably in the first week of the month, to allow sufficient time for reporting results to the PADEP and performing any necessary check sampling.

Every week the volume of disinfectant shall be recorded, free chlorine and TDS shall be monitored at the entry point No. 101 and a TDS sample shall be collected from the raw water tap of well B.

Every Quarter, total manganese and total iron shall be collected from the Entry Point No. 101 and analyzed by the certified laboratory.

Nitrate and nitrite samples shall be collected and analyzed by the certified laboratory once each year.

d. Reporting and Notification

Laboratory Analysis Reporting. The results of all laboratory analyses shall be typed on the testing laboratory's letterhead and forwarded to PennDOT. The Bidders and testing laboratory will be responsible for documenting the following information on each sample report form:

- Exact place, date, and time of sampling or measurement;
- Name of the person who performed the sampling or measurement;
- Dates the analyses were performed;
- Name of the person who performed the analyses;
- Analytical techniques or methods used; and
- Results of the analyses.

It will be the Bidders responsibility to have the laboratory test results submitted for the month in which sampling was performed no later than the 10th of the subsequent month. The PADEP report forms, SDWA-1 and SDWA-2, shall be sent to the email addresses indicated below:

PennDOT
Engineering District 9-0
1620 N. Juniata St.
Hollidaysburg PA 16648
Attn: James C. Chestney, Env Planner/DRS
Email: jamchestne@pa.gov

PennDOT
Bureau of Maintenance and Operations
400 North Street, 6th Floor
Harrisburg PA 17105-3060
Attn: Dominic L. Van Tassell
Email: dovantasse@pa.gov

e. Violation Protocol and Check Sampling

Maximum contaminant level (MCL) for coliform bacteria is based on the presence of absence of total coliform. The water supply will be in violation (Tier 2) of total coliform monthly MCL if a routine sample is found to be coliform-positive. Any total coliform-positive sample must be further analyzed for the presence of absence of fecal coliform or E-coli. Presence of coliform or E-coli will constitute a Tier 1 violation.

Any routine nitrate sample exceeding 10 mg/L or nitrite sample exceeding 1 mg/L will be a Tier 1 violation of the MCL.

The Bidders must notify the Notify PennDOT BOO, 717.787.5593, PADEP and the Assistant Highway Maintenance Manager (AHMM) of any total coliform-positive sample or MCL violation within one (1) hour following notification by the testing laboratory.

The Bidders must notify the Notify PennDOT BOO, 717.787.5593, and DEP, 570.327.3636, within one (1) hour of discovery of a sample result of finished water (Entry Point 100) exceeds 0.3mg/L of manganese.

If the (AHMM) is not available, the respective County Maintenance Manager should be contacted.

Following the PADEP and PennDOT notification, the Bidders shall immediately initiate the following procedures:

- i. Coordinate efforts with the Assistant Highway Maintenance Manager (AHMM) and building maintenance contractor to discontinue use of the building drinking water supply by shutting off water to all lavatories and drinking fountains.
- ii. Post the appropriate notification at a conspicuous location in the rest area building and forward a copy of the post to the PADEP. All notifications shall conform to the public notice requirements for the applicable non-community water system tier level violation as outlines in the current USEPA Federal Public Notification Rule.
- iii. Maintain posting of the notification for the duration of the violation and a minimum of 14 days from the time of the violation.
- iv. Investigate and inspect the system to identify possible sources of contamination. Initiate necessary actions to correct the problem including checking for proper operation of disinfecting equipment and increasing disinfectant dosage and residual; and
- v. Within 24 hours, begin collecting and analyzing check samples in accordance with the requirements of 25 PA Code Chapter 109. MCL violations will require the collection and analyses of an initial set of at least four (4) check samples. All four (4) samples may be collected within the same day. The Bidders will be required to collect check samples until two (2) consecutive samples showing negative results.

- vi. Any total coliform-positive check sample following a fecal coliform or E-coli-positive routine sample, or any fecal coliform or E-coli-positive check sample will be designated an acute total coliform MCL violation.
- vii. The Bidders must collect at least five (5) routine samples the month following a total coliform-positive routine sample.

f. Time of Operation

The water supply system operator will be on duty during daylight hours for a minimum of one (1) day each week and fifteen (15) minutes per day, or longer, if necessary, to perform routine operational and maintenance tasks assigned under this contract.

2. Additional Labor Hours (Pay Item 2)

The hourly cost for labor which may be required but is not specified in the IFB Tasks.

3. Material and Equipment Contingency for Mechanical Failure and System Repairs (Pay Item 3)

The cost of parts and materials for those major repairs and mechanical equipment replacements NOT included in Pay Item 1 Operation and Maintenance. The cost of parts and materials billed under this contingency provision shall be invoiced at the Bidders cost-plus fifteen percent (15%). Any specialized subcontractors or equipment rental needed for the completion of major repairs shall be negotiated and billed at the subcontractors invoiced price plus five percent (5%). A copy of the supplier's invoice must be attached to the OS-501 for payment. No material purchase exceeding one hundred dollars (\$100.00) may be initiated without approval of the District Roadside Specialist (DRS). Upon request, the contractor shall furnish a written estimate for repairs of labor and materials.

PennDOT reserves the right to supply materials to be installed by the Bidders when it is deemed to be in the best interest of the Commonwealth. This item refers only to the materials needed in excess of incidental items supplied by the Bidders for general operations.

The Bidders shall prepare and implement a preventative maintenance program for maintaining and preserving facility and system equipment and will be liable for repairs resulting from the lack of effective maintenance.

The Bidders shall respond to an emergency call, 24 hours per day, seven (7) days per week. A response should be within a reasonable period of time, but no later than two (2) hours after the proper notification of the any problem.

PennDOT will be responsible for all major repairs and capital improvements to the facilities. In the event any system failure or major mechanical breakdown occurs, the Bidders shall evaluate the situation, determine the degree of repair required and immediately contact the District Roadside Specialist (DRS) or designated representative with a plan of corrective action. Upon request, the Bidders shall furnish a written estimate for repairs for labor and materials.

When notifying the District Roadside Specialist (DRS) of such required repairs, the Bidders shall indicate the urgency of the repair and designate vendors who may accomplish such work in an expeditious, efficient, and economical manner.

Major repairs and mechanical replacements will require PennDOT approval. Repairs shall be made only after a cost estimate is prepared and the District Roadside Specialist (DRS) or designated representative verbally authorizes the work. The Bidders will notify the District Roadside Specialist (DRS) of the date and time repairs will be performed.

The Bidders will be liable for all ensuing regulatory fines, sanctions and/or equipment repair costs should the outcome of the Bidders failure to properly notify the District Roadside Specialist (DRS) of the needed repairs, or perform repairs in a timely manner, result in a violation of the operating permits or subsequent mechanical or electrical breakdown.

PennDOT retains the option to refuse any proposal for repairs and reserves the right to have repairs performed by PennDOT personnel or by another contractor.

Unless otherwise directed, the Bidders shall immediately remove all damaged parts from the site following a repair or replacement and retain the manufacturer's warranties in a file on-site for all newly installed equipment.

V. Requirements.

Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended time period. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

Describe how you anticipate such a crisis will impact your operations.

Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

- Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
- Identified essential business functions and key employees (within your organization) necessary to carry them out;
- Contingency plans for:

How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and.

How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.

- How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc. and;
- How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Liability. The Bidders shall:

Be responsible for taking all reasonable precautions, in accordance with sound industrial practices, to safeguard and protect from damage, all PennDOT property and PennDOT-issued equipment. The Bidders will be responsible for the repair or replacement, in kind, of any lost or damaged property or issued equipment, excluding loss resulting from normal equipment wear in performing operation and maintenance duties and natural disasters.

Report all acts of vandalism to the District Roadside Specialist (DRS) or other designated PennDOT representative and the Pennsylvania State Police within three (3) hours of the Bidders knowledge of the occurrence.

The contractor shall provide the Department with a current certificate, or certificates of insurance showing the required coverages and notice provisions, as stated in the attached OS-52 Insurance Requirements. Please list the service location as an additional insured in the Operations Section of the Certificate. If such information cannot be displayed on a certificate or certificates of insurance, then relevant policy documents showing the Commonwealth or Department is an additional insured party and will be provided with the relevant cancellation notices set forth above shall accompany the certificate or certificates. Notwithstanding any other provisions set forth above, the contractor shall provide notice to the Department in the event that it cancels its insurance coverage at anytime. No work under the contract or entry onto Department property shall take place during any period in which insurance is not maintained.

Laws, Ordinances and Fees. The Bidders shall:

Comply with all federal, state, and local laws, ordinances, rules and regulations as applicable and as may be set forth by PennDOT covering specified contract work;

and

Acquire and maintain the required operator licenses and if applicable, certifications, for operation of the systems, assuming all financial responsibility for acquisition. PennDOT will be responsible for renewing all permits.

Bidding Reservation Clause.

PennDOT reserves the right to reject any or all proposals and advertise for new proposals; if, in the best interests of the Commonwealth.

Cost and Invoicing.

The Bidders shall submit one invoice per month by the 5th of each month for the previous month's services. The invoice shall include a separate line item for all that apply:

1. **Operation and Maintenance (Pay Item 1).** The monthly unit cost for operational equipment, materials and supplies as well as routine and supplementary water sample collection and analyses as specified herein.
2. **Additional Labor Hours (Pay Item 2).** The hourly cost for labor which may be required but is not specified in the IFB Tasks.

3. Material and Equipment Contingency (Pay Item 3). The cost of parts and materials for those major repairs and mechanical equipment replacements NOT included in Pay Item 1 Operation and Maintenance. The cost of parts and materials billed under this contingency provision shall be invoiced at the Bidders cost-plus fifteen percent (15%). Any specialized subcontractors or equipment rental needed for the completion of major repairs shall be negotiated and billed at the subcontractors invoiced price plus five percent (5%). A copy of the supplier's invoice must be attached to the OS-501 for payment. No material purchase exceeding one hundred dollars (\$100.00) may be initiated without approval of the District Roadside Specialist (DRS). Upon request, the contractor shall furnish a written estimate for repairs of labor and materials.

PennDOT reserves the right to supply materials to be installed by the Bidders when it is deemed to be in the best interest of the Commonwealth. This item refers only to the materials needed in excess of incidental items supplied by the Bidders for general operations.

A completed OS-501 Confirmation of Services Form must be submitted by the Bidders to the Roadside Unit of the appropriate PennDOT Engineering District Office for review and verification before invoices are submitted to the Comptroller for payment. An approved OS-501 form should then accompany each invoice submitted for payment (please see the OS-501 instructions for more information). All invoices should be submitted to the Office of Comptroller as per section **V.20 – Billing Requirements** of the **Terms and Conditions**. Additional information regarding invoice submission may be found on the [Pennsylvania Office of Comptroller Operations website](#).

Safety Requirements.

All work shall be conducted in a manner to ensure the safety of the public and plant operators.

The Bidders shall provide all safety equipment necessary for the plant operators to perform the routine and specialized work in operating, repairing and maintaining the water and facilities. Equipment shall include, but is not limited to, safety belts, aprons, goggles, disposable rubber gloves, disinfectant soap, locks and tags for control panels and other equipment and material as is appropriate for specific work tasks.

The Bidders shall comply with the latest federal, state and local laws and safety regulations when entering confined spaces and shall not enter any tank, lift station wet well or enclosed treatment structure, or perform any activity that would be considered "Confined Space Entry" as defined by 29 CFR 1910.146 without appropriately trained personnel and equipment.

All necessary equipment and provisions required for "Confined Space Entry" compliance shall be furnished by the Bidders and shall be included in the Operation and Maintenance line item of the Bidders Cost Submittal.

Noncompliance.

If the Bidders fail to comply with the requirements of the contract, Publication 408, Section 108.09 will prevail.

Should the Bidders fail to properly sample and perform any of the required tests designated herein, or fail to submit tests before the data stipulated, the Bidders will be assessed liquidated damages for each test(s) not properly performed or reported. These assessments will be collected by reducing the dollar value of the invoices submitted or, if this amount is insufficient, by direct reimbursement to PennDOT. Split sample test results, which verify improper sampling, handling, storage or testing will be resolved under the provisions of this section.

If the Bidders fail to maintain the services of a certified commercial drinking water laboratory throughout the duration of the contract, or any contract noncompliance persists, PennDOT reserves the right, upon 24 hours written notice, to cancel the contract and to award the same to another without any liability thereof, except for payment for work satisfactorily performed to the date of cancellation.

In the event the Bidders fail to comply with any of the contract specifications and/or requirements through neglect of, or "planned" damages to, PennDOT equipment or facilities to increase items of work, PennDOT reserves the right upon 24 hour written notice to terminate the contract. The defaulting Bidders will be liable for all costs over and above the original contract incurred by the failure of the Bidders to perform the remainder of the contract period.

Site Security.

The Bidders shall properly secure the water supply treatment facilities within the limits of the existing security devices provided and ensure that all gates, electrical control panels and buildings are secure following each site visit.

VI. Submission Requirements.

All potential bidders must submit the following documentation along with their electronic bid submission:

- Statement of Qualifications
- List of Prior Experience with References
- Copy of General Work Plan required by Title 25 § 302.1207
- Proof of current and valid licensing and certifications
- Emergency Preparedness Plan
- Insurance Certificate(s)

VII. Attachments.

- PA DEP Public Water Supply Permit
- OS-52 Insurance Requirements
- OS-501 Confirmation of Services Form
- Domestic Workforce Utilization Form
- Worker Protection Form
- Trade Secret Form