

STATEMENT OF WORK
SNOW REMOVAL AND ICE MANAGEMENT
PENNDOT MATERIALS TESTING LAB FACILITY

I. SCOPE OF WORK

The Department of Transportation (PennDOT), Bureau of Project Delivery (BPD) requires a Contractor to provide snow plowing, snow removal, and ice management services at the Material Testing Lab Building located at 81 Lab Lane (mailing address) and 82 Dogwood Ave (delivery address) Harrisburg, PA 17110.

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.

Questions regarding the technical aspects of this bid should be directed to Joseph Sheehan, Building Maintenance Foreman at 717.787.6840. Questions regarding the IFB or contracting procedures should be directed to Matt Swineford at 717.705.6303.

II. CONTRACT REQUIREMENTS

The services shall include removal of snow for approximately 14,290 square feet of sidewalks and handicap ramp areas, snowplowing of approximately 12,480 square feet of parking lots, driveways and aprons to the facility and the application of approved ice control and traction materials as needed. Contractor shall provide such services (and be on-call) prior to and during snow or ice events and storms. Bare pavement conditions shall be the only acceptable results of snow removal and ice management services. Contractor shall provide a resume with five (5) years' experience of commercial snow removal services.

III. SNOW REMOVAL OPERATIONS

Snow removal services herein shall be made available by Contractor on a continuous twenty- four (24) hour per day and seven (7) day per week basis in response to the fall of snow. Contractor shall familiarize itself with the property (boundaries, physical features, push points, unique needs, working hours, etc.) prior to the start of the winter season. It is the Contractor's responsibility to inspect the property regularly during any given snow or ice storm, or when a snow or ice storm is threatening, to determine when snow clearing, or ice management, operations should commence.

In general, during Non-Work Hours the Service Provider shall be

responsible for beginning the snow removal operations at such time as two (2) inches of snow has accumulated at the Site (or any part thereof) due to snowfall or drifting snow. Contractor shall be expected to return to provide snow removal services upon any additional accumulation of two (2") inches or more. Plowing and other snow removal operations shall be completed by 6;30 AM, provided that enough snow has accumulated and enough time remains to complete such operations by the 6;30 AM deadline.

In general, during standard Work Hours, Contractor shall be responsible for beginning the snow removal operations at-such-time as one (1) inches of snow has accumulated at the Site (or any part thereof) due to snowfall or drifting snow. In the event of a late starting snow event, or daytime snow event, Contractor shall be expected to provide services as needed.

In the event the Contractor receives a call requesting services (within the parameters of this agreement), Contractor shall have a plan in place for an on Site ready to begin operations, such equipment and operators necessary to service the Site within sixty (60) minutes from the time of the call. This call request shall not relieve Contractor of its responsibility to monitor the Site for the need for snow removal and ice management services.

In all cases, Service Provider is expected to continuously monitor local weather conditions, storm rate and accumulation predictions, site specifics, and local best practices to service sites in a manner that is reasonable and prudent.

If the weather conditions intensify, Contractor shall supply additional personnel and equipment to maintain the requirements specified. As required, Contractor may also need to provide front-end loaders and articulated loaders for removing or stacking snow piles to an alternate area. Such loader work shall be deemed an "extra" and prior approval by PennDOT personnel shall be required before beginning such operations. Accumulative piles of snow must be trucked to the retention pond area in front of facility.

Contractor shall retain and exercise control over the manner in which its employees perform the snow removal and ice management operations and other related services performed and supplied herein.

IV. ICE CONTROL REQUIREMENTS

- A. Ice management hereunder shall include the application of approved ice control products to areas specifically designated by Service Provider. Ice control applications shall be available on a continuous twenty-four (24) hour per day and seven (7) day per week basis in response to the buildup of ice (or generally slippery conditions) on those areas specifically designated by Service Provider. Bare pavement conditions are the only acceptable results

on these areas after the initial application of ice control materials. It is Service Providers responsibility to check the Site (continuously if necessary) to determine if ice management services are required. However, should the Facility Manager give notice to Service Provider that such ice management services are required, Service Provider shall have (sixty) 60 minutes to arrive on-site with the necessary equipment and material to properly Service the Site. Under no circumstances does this ' notice to proceed relieve Service Provider of his responsibility to have monitored the Site for the need for such services.

- B. Under no circumstances will cinders or sand be applied to any Site. Should cinders be applied at any time, the Service Provider shall be considered in default, and shall be immediately terminated from further work at any Site.
- C. Between Service Provider and its employees, Service Provider shall retain and exercise control over the manner in which its employees perform their operations in the snow clearance and other related services performed and supplied herein.

V. SPECIFIC SERVICE REQUIREMENTS

A. Building Entrances, Exits & Sidewalks

- 1. All building entrances and doors, fire and emergency exits, sidewalks and walkways on the Site shall be clear of accumulations of snow, ice, or slush as designated. The Service Provider shall assign adequate personnel to maintain the stated acceptable condition.
- 2. Use of snow and ice melting chemicals on concrete surfaces shall be restricted to the products listed below. Any additional products shall be evaluated and approved by the Facility Manager.
- 3. Acceptable Products for use on concrete surfaces:
 - i. Calcium Chloride
 - ii. Ice Melt with Freeze Guard
- 4. Chemicals shall be spread evenly using a broadcast style spreader. Hand spreading is discouraged so as to prevent uneven distribution of product and to avoid formation of clumps of material. Service Provider shall take care to prevent over-accumulation of chemical product. The Service Provider shall be responsible for sweeping excess material away from building entrances in order to maintain safe conditions and shall repair all cement damaged by the excessive application of harmful chemicals. Reasonable care must be taken to prevent salt, or chemical damage to turf and plant material areas. With limited tracking of materials inside of facility.

B. Roadways, Parking Lots and Building Aprons

1. As stated above, the only acceptable finished product result after the initial application of ice control materials is 'bare pavement'. Additionally, Service Provider shall ensure that PennDOT employees and customer vehicles will not be blocked in by snow accumulations. If the Service Provider has failed to sufficiently clear such snow or ice accumulations, Service Provider may be recalled to the Site to clear such blockage at no additional charge. This includes entry and access to outside containers and dumpsters.
2. Blowing and other snow clearing operations shall be completed by 6:30 AM, provided that enough snow has fallen and enough time remains to complete such operations by the 6:30 AM deadline. In the event of a late starting snow event, or daytime snow event, Service Provider shall still be expected to provide services as needed. Service Provider may push snow to appropriate areas to keep the pavement surfaces clear of snow. Service Provider assumes responsibility for any damages that occur from placement of snow and from damage to the pavement. This includes, but is not limited to, plant material, shrubs, trees, turf, curbs, tire bumpers, building coverings, landscaped islands, bollards, light poles, directional signs and railings. Care should be taken to minimize loss of parking spaces. Snow accumulation must not be allowed to impair any driver's vision at intersections, driveway aprons, etc. Accumulative piles of snow must be trucked to the retention pond area in front of facility. The Service Provider assumes all liability claims that arise from such improper snow placement.
3. The Service Provider shall apply (at his discretion) approved ice control products in quantities and frequencies adequate to keep roadways clear and safe. Reasonable care must be taken to prevent salt, or chemical damage to turf and plant material areas. Use of cinders or sand is not permitted under any circumstances.
4. The Service Provider shall repair all cement damaged by the excessive application of harmful chemicals. Acceptable products for parking lot and roadway surfaces include:
 - i. Rock Salt
 - ii. Rock Salt treated with Magic0
 - iii. Calcium Chloride

C. Handicap Ramps - Cut Outs

Extra attention must be given to all handicap sidewalk ramp access areas and designated handicap parking spaces during normal business hours. These areas must be cleaned of any snow, slush, or ice down to bare pavement. Acceptable ice control products should

be applied to these areas as needed with care to provide a safe environment during normal business hours for handicapped employees and customers.

D. Fire Hydrants and Post Indicators

As part of sidewalk clearing operations, the Service Provider shall keep all fire hydrants and post indicators clear of snow and ice to assure ease of access. Failure to clear these areas during regular service visits shall result in Service Provider returning to the Site to clear these areas at no additional charge.

E. Entrance Gates & Islands

As part of entrance lot clearing operations, the Service Provider shall keep all gates and gate travel areas, and islands clear of snow and ice to assure ease of access. Failure to clear these areas during regular service visits shall result in Service Provider returning to the Site to clear these areas at no additional charge.

F. Dumpster Areas

As part of entrance lot clearing operations, the Service Provider shall keep all dumpster travel areas, and doors clear of snow and ice to assure ease of access. Failure to clear these areas during regular service visits shall result in Service Provider returning to the Site to clear these areas at no additional charge.

VI. SPECIAL TERMS AND CONDITIONS

The special terms and conditions and any Deliverables listed below shall be in place and in force for the length of the Contract:

A. Training

Service Providers shall, at their own expense, participate in the training program provided by the Facility Manager. The training will, including without limitation, a review of the Agreement, including the Service Provider's responsibilities regarding the Check- In Procedures, daily work orders, material supply accountability, invoicing and other key performance requirements as may be reasonably required.

B. Insurance Certificates

Current/valid Certificates of Insurance **will** be required to be on file, prior to any work being done. Faxed Certificates are not acceptable. Only originals mailed from the Agent of Record are acceptable evidence of proper insurance coverage.

C. WorkOrders

All requests for additional Services must come from the Facility Manager or Designated Representative. The Service Provider

understands and accepts that PennDOT may not pay for any unauthorized additional Services unless properly logged with the Facility Manager prior to commencement of such additional Services.

D. Stake Mark Plowing Areas

In order to properly service site and to prevent property damage, Service Provider is required to place site stakes or markers prior to the first snow and removal of site stakes after season. (Department of Transportation will provide the stakes)

VII. CONTRACTOR EQUIPMENT REQUIREMENTS

- A. Equipment list must be provided at bid walkthrough and before any work is provided.
 - 1. Dump Truck - To handle excess snow to be trucked off site
 - 2. Loader - For snow pile removal, clearing of dock areas
 - 3. Plow Truck
 - 4. Spreader Truck
 - 5. Sidewalk Spreader
 - 6. Snow Blower Sidewalks
 - 7. Assorted shovels and sidewalk clearing tools
- B. Follow all provisions of the Commonwealth's Vehicle Code - 75Pa.C.S. (The Vehicle Code).
- C. Equipment vehicles with a flashing or revolving yellow light mounted on the roof visible from the front and rear of the vehicle. This light shall be activated at all times while the vehicle is in use for snow removal.
- D. All operators must have a current Pennsylvania Commercial Drivers licenses for specific categories according to the trucks and equipment being operated. Maintain a valid PA Driver's License.
- E. Contractor's personnel are not entitled to any special rights while traveling on the highways and working on site. Contractor's personnel shall not interfere with traffic flow and are not authorized to use crossovers on highways.

VIII. CONTRACT TASKS

Contractor shall provide snow plowing, snow removal, and ice management services as follows:

- A. Labor for snow shoveling/snow blowing removal services and the spread of Calcium Chloride for Sidewalks for approximately 14,290 square feet, shall be invoiced at the contract unit price bid per hour.
- B. Labor for plowing services for Roadways, Parking Lots and Building Aprons and the spread of Salt for approximately 12,840 square yards shall be included with each of the following list of equipment and invoiced at the contract unit price bid per hour.
 - 1. Plow Truck with Operator
 - 2. Backhoe or Skid Loader with Operator
 - 3. Spreader Truck with Operator
- C. Calcium Chloride for sidewalks (50-lb bags) shall be invoiced per each.
- D. Salt/Anti-Skid for Roadways, Parking Lots and Building Aprons for approximately 12,840 square yards shall be invoiced at the contract unit price bid per ton.

IX. ADDITIONAL INFORMATION

A. Service Failures

Contractor will receive calls from the designated facility representative and dispatch Service Providers with specific snow removal instruction where necessary. This would include Service Failure reports and requests for additional related services. Work Orders will be designated as "Service Failures" or "Work Order Requests". Service Failures will consist of but not limited to a Service Provider not completing at required services prior to the required time or service not meeting quality expectations.

Services Providers having three (3) Service Failures per snow event will result in a Warning Letter being sent to the Service Provider from the facility representative with a copy to file. A second letter can result in termination.

B. Communication

- 1. Service Providers shall be required to provide the Facility Manager with a satisfactory method of communicating with the Service Provider at all times, seven (7) days a week, twenty-four (24) hours a day during any snow or ice fall.

2. Service Provider shall be required to adhere to the facilities check-in procedures during and after any snow/ice fall for the length of this Agreement. A copy of these procedures is set forth below. Service Provider is expected to utilize this system without fail.
3. Facility Manager will audit invoices against the check-in record kept to ensure accuracy. Invoices with errors shall be returned to the Service Provider for correction.

C. Repair of Damage

All damage which occurs as a result of Plowing, Clearing, stacking hauling or ice control operations shall be repaired no later than April 15 of the term year. Service Provider shall provide an End-Of-Season Sign Off that all damage has been reviewed and repaired to PennDOT's satisfaction. Any failure to comply can result in Service Provider termination. Disputes must be presented in writing with details and supporting arguments to the facility manager no later than April 15. (Exceptions will be made for damage occurring during any late season snows after April 15) Service Provider is solely responsible for documenting any pre-existing damage and presenting pictures to facility representative prior to the start of the plowing season.

D. Contractor "Check-In" Procedures

All Service Providers must call the office after any Service is provided. For example, once a lot has been plowed or a sidewalk has been cleared, or has been salted, the Service Provider must call Facility Manager and report as to what work has been completed.

The Service Provider may elect or be required to "check-in" electronically as an alternate to the "check-in" procedure described above if available through the Facility Manager. The electronic "check-in" consists of utilizing the cell phone text system this "check-in" will be verified and approved by the appropriate facility representative.

The same holds true if Service Provider receives a request for additional Services. For example, if the facility manager notices and advises Service Provider that the city has plowed the street and filled-in the apron of the parking lot or has put snow back onto the sidewalk and requests Service Provider to correct the situation, the Facility Manager will call the Service Provider and instruct the Service Provider to take the action required under the circumstances. Once the Service Provider has completed the Work Order, the Service Provider will call that the Work is completed and whether any additional plowing or other change should be made for the Service visit. This information will be included in a Service log maintained by the facility manager

The Service Provider is to call Facility Manager or Representative (or electronically "check-in") within two (2) hours of the completion of ANY work on the Site.

When the Service Provider's invoice reaches the Facility Manager's office, it will be audited to insure accuracy against the Service log. If the calls have been made by the Service Provider as required hereunder and billed appropriately, the invoice should be approved and forwarded for payment in an expeditious manner.

The parties hereby agree that in the event of a billing discrepancy arises concerning the Work performed, Facility Manager's Check-In Service log and records will be the sole proof on which the parties will rely to demonstrate and establish that the work has been successfully completed.

X. INVOICING:

Prior to invoicing Contractor shall submit an **Appendix D, OS-501, Confirmation of Services** form for services performed to the Materials Testing Lab Manager for review and approval. Contractor shall invoice PennDOT with supporting documentation for actual services performed. Contractor shall be paid at the unit price bid per hour for actual services performed and materials used during snow removal services.

The Contractor and PennDOT will compare records of the work performed on each service call and indicate their agreement to the hours of labor and the material furnished by their signatures on the Contractor's work order. The Contractor shall furnish copies of the work orders involved with each invoice submitted for payment.

The charges for labor shall be for services rendered and shall include the actual travel time to and from the job site.

No invoices will be paid without an executed **Appendix D, OS-501, Confirmation of Services** form.

PennDOT is tax exempt and invoices shall not include Pennsylvania State Sales Tax.

XI. BID AWARD:

BID Award shall be to the lowest responsive and responsible bidder. Bidder must bid on all line items in the electronic bid submission.

XII. CONTRACT QUANTITIES:

The quantities are estimated only and may increase or decrease depending upon the needs of the Department.

XIII. CONTRACT TERM:

The contract shall commence July 1, 2022, whichever is later and terminate June 30, 2023. Further, the parties hereto may agree to renew this agreement for up to four (4) additional consecutive annual terms, with a final termination date of June 30, 2027, upon the same terms and conditions as set forth in the original contract.

At the time of each renewal the Department and Vendor shall negotiate the contract unit price not to exceed a maximum of three percent (3%) over the unit price in effect of each renewal term.

PennDOT shall submit a renewal letter at least 90 days prior to the termination date of the Contract and request the renewal.