

**Statement of Work
Snow Removal
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 snow and ice removal and deicing 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 removal of the accumulated of snow and ice and the treatment with deicing materials of the walkways and the paved parking lot, road and concrete parking garage 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.

The contractor will supply all deicing chemicals. Calcium chloride will be used on any concrete areas and sidewalks. Salt will be used on the asphalt areas.

Do not pile snow on top of inlets.

Contractor will keep snow away from area 4 feet around the 2 dumpsters located in our parking lot.

The work hours for this contract will vary due to the demand and the type of storm. Contractor is required to have the required manpower and equipment to meet the snow removal and deicing need of any storm. Contractor must be available to work twenty-four (24) hours a day seven (7) days a week including holidays.

All work will be billed at the hourly rate 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 as of 10/20/2021 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

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 the attached Contractor Information Form (Attachment 1) to the PennDOT Purchasing Agent within 3 business days of notice of apparent low bidder status.

5. TERM OF PURCHASE ORDER

The initial validity period will commence upon issuance of a Fully Executed Purchase Order and will end on October 31, 2022

6. OPTION TO RENEW

The Purchase Order may be renewed for four (4) 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).

7. 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.

8. ESTIMATED QUANTITIES

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

9. INVOICE AND BILLING INSTRUCTIONS

A completed Confirmation of Services Form, Form OS-501 (Attachment 3) 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.

10. LIQUIDATED DAMAGES

PennDOT may assess liquidated damages in the amount two hundred fifty dollars (\$250.00) for each incident where the contractor fails to send the required staff and equipment within one (1) hour of PennDOT notification. PennDOT may also assess liquidated damages in the amount of two hundred fifty dollars (\$250.00) for each calendar day or portion thereof that no work is done.

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.

11. 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 Equipment Inspection Form, (Attachment 2), to the PennDOT Purchasing Agent.

Within 10 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 Equipment Inspection Form, (Attachment 2), 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.

12. SUBCONTRACTING

Subcontracting is not permitted for this contract.

13. 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) **RESPONSE TIME:** Within one (1) hour of PennDOT notification, the contractor crew and equipment must be at the worksite parking lot ready to work as outlined in the item number section of this Statement of Work.

Upon arrival and departure, the contractor will call into the Building Maintenance Foreman or a designee, so that the labor and equipment hours can be calculated for that storm event.
- c) **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.
- d) **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.
- e) **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.
- f) **PROPERTY DAMAGE**

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

14. PRE-SEASON MEETING

The Contractor is required to attend a mandatory meeting with the Building Maintenance Foreman in November (or a time acceptable to the Building Maintenance Foreman) of each year to do a preseason walkthrough and inspection. At this time, a pre-inspection of the property will be conducted, and all damage will be noted on the pre-inspection form. Another mandatory meeting will be required after the work is completed in May of each year. It will be the responsibility of the Contractor to repair any damage noted in the post inspection meeting that was not noted in the pre-inspection.

15. STRATEGIC ENVIRONMENTAL MANAGEMENT PROGRAM (SEMP)

PennDOT 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.penndot.gov

To access program requirements on the website

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.

PAY ITEMS

Item 1: Pickup Truck w/ Snowplow

DESCRIPTION: This item is the plowing of snow and ice from the PennDOT District 6-0 driveway, parking areas, and PennDOT Point shown in Attachment 4, Site Plan Sheet.

MATERIAL: Pick-up trucks (minimum of three) with operator, snowplow, and electro-mechanical spreader, fuel, and oil.

Supply Calcium Chloride de-icing chemicals for de-icing upper and lower deck of parking garage. Salt can be used on asphalt areas of parking lot.

SERVICE: Use the pick-up trucks to plow snow from all paved areas of the parking lot and road. Spread calcium chloride on concrete deck of parking garage; Salt asphalt areas.

Actual time spent at work site with a two (2) hour minimum per truck per call-out. Includes operator, fuel, oil, plowing, spreading of de-icing material and all materials (calcium chloride and salt).

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made.

PAY ITEM, UNIT OF MEASURE: Hour (per truck)

Item 2: Laborer for Snow and Ice Removal

DESCRIPTION: This item is the removal of snow and ice from the sidewalks, steps located on the PennDOT District 6-0 Office property shown in Attachment 4, Site Plan Sheet.

MATERIAL: Supply laborer(s), one 6.5 horsepower (or larger) 2-stage snow blower machine, a snow shovel for each laborer, and one (1) each hand-driven mechanical spreader.

The contractor is required to have up to four (4) laborers (in addition to equipment operators) available during the length of the contract to cover the demands of each storm. The Building Maintenance Foreman or designee will notify the vendor at the time of each call-out the number of laborers necessary.

Supply all fuel and lubricants for the snow blower.

Contractor will supply the chemicals (calcium chloride) for de-icing the sidewalks.

SERVICE: Remove snow from the sidewalks and steps and the limited access sections parking deck and paved circle on the property and apply deicing chemicals as directed by the Building Maintenance Foreman or a designee.

Actual time at worksite with a two (2) hour minimum per person per call-out.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made.

PAY ITEM, UNIT OF MEASURE: Hour (Man-hours)

Item 3: 1.5 Cubic Yard Front End Loader

DESCRIPTION: This item is the removal of snow from the parking lot when a large snowstorm creates a situation where pick-up trucks with plows are not capable of moving the snow, as shown in Attachment 4, Site Plan Sheet.

MATERIAL: Furnish a front-end loader and operator, fuel and oil.

SERVICE: Remove snow and ice from the parking lot and the loading of the 33,000 lb. GVW truck with snow. Also required is the stacking of snow into various piles on the parking lot.

Actual time at worksite with a two (2) hour minimum per call-out.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made.

PAY ITEM, UNIT OF MEASURE: Hour

Item 4: 1.5 Cubic Yard Skid Steer Loader

DESCRIPTION: This item is the removal of snow from the parking lot when a large snowstorm creates a situation where pick-up trucks with plows are not capable of moving the snow, as shown in Attachment 4, Site Plan Sheet.

MATERIAL: Furnish a skid steer loader and operator, fuel and oil.

SERVICE: Remove snow and ice from the parking lot, garage deck and loading of the 33,000 lb. GVW Dump truck, also the stacking of snow into various piles on the parking lot.

Actual time at worksite with a two (2) hour minimum per person per call-out.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made.

PAY ITEM, UNIT OF MEASURE: Hour

Item 5: 33,000 lb. GVW Dump Truck

DESCRIPTION: This item is the removal of snow and ice from the PennDOT District 6-0 parking lot loading of snow and ice into the dump truck, and trucking of the snow and ice to our lower parking lot as shown in Attachment 4, Site Plan Sheet.

MATERIAL: One 33,000 lb. GVW Dump Truck with operator, fuel, oil and back-up alarm.

SERVICE: Contractor may be required, when directed by the Building Maintenance Foreman or a designee, to transport and unload snow into a section of the lower level parking area.

Actual time at worksite with a two (2) hour minimum per person per call-out.

Travel time to the job site is considered incidental to the cost of the item and no additional payment will be made.

PAY ITEM, UNIT OF MEASURE: Hour