STATEMENT OF WORK

EQUIPMENT MAINTENANCE SERVICES

I. SCOPE

The Pennsylvania Department of Transportation (PennDOT) requires a Contractor to provide equipment maintenance to Attachment B, List of Laboratory Equipment, at the PennDOT 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.

Mandatory Pre-Bid Site Scoping Meeting: The contractor will participate in a scoping meeting at the New Material Testing Lab Building located at 81 Lab Lane (mailing address) and 82 Dogwood Ave (delivery address) Harrisburg, PA 17110 with Joseph Sheehan, Building Maintenance Foreman to view and evaluate Schedule of Maintenance and discuss the objectives to be achieved and tasks to be undertaken. Prior to this meeting, the contractor shall review and evaluate existing information provided with the Scope of Work. The Pre-Bid Site Scoping Meeting is mandatory. This meeting will take place at the New Material Testing Lab Building located at 81 Lab Lane (mailing address) and 82 Dogwood Ave (delivery address) Harrisburg, PA 17110 on October 14 at 10:00 AM. Failure to attend this mandatory Pre-Bid Site Scoping Meeting will be cause for your bid to be rejected as non-responsive.

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 Cheryl Bailey 717.395.9338.

II. GENERAL REQUIREMENTS

- A. Special care for the equipment is expected to be the same degree of skill and diligence by professionals performing the same or similar services.
- B. Contractor shall provide a qualified Project Manager who shall be assigned to the project from the time of notification of award until completion. The Project Manager shall be immediately available on a full time, as needed basis to review the project objectives and develop a complete logistics plan with PENNDOT. The Project Manager must be empowered to make decisions for and to bind the Contractor as to scheduling and resources.
- C. Access into the origin and destination facilities will be through the designated entrances only.

- D. Contractor will be required to provide a Pennsylvania State Police back ground check for each employee entering the Commonwealth facility which will cost \$10 per person. The awarded Contractor will also be required to obtain an access photo ID badge at a cost of \$20 for each person per Management Directive 625.3.
- E. Contractor shall conduct his or her operations in such a fashion as to assure the timely completion of all equipment maintenance as scheduled.
- F. Contractor must provide the proper equipment and materials needed for the maintenance of all of the equipment.
- G. Contractor shall provide all labor for the proper handling of all components of the equipment. Contractor's workforce must be reasonably uniformed and identifiable (at a minimum, all workers must wear shirts with the company logo.) The conduct of all workers must be suitable for a professional office environment. Inexperienced help or labor will not be tolerated and PENNDOT, or its designated representatives, reserve the right to require the Contractor to dismiss or reassign employees deemed by PENNDOT, or its designated representatives, at their sole discretion, to be incompetent, careless, insubordinate or otherwise objectionable and require replacement of such employees.
- H. Contractor shall be expected to perform the work in accordance with all safety regulations pertaining to this type of work, including all OSHA Regulations and local and state government safety requirements for personnel and vehicles.
- Contractor must provide "adequate protection" for all building structures and components involved, including but not limited to floor and wall protection. The awarded Contractor will be advised to note any special building conditions or finishes at origin and destination locations and provide all necessary protection against damage.
- J. Contractor will be responsible for any and all structural building damage caused by themselves or any employee under their supervision including damage done to surfaces by protective materials regardless of prior approval for the use of the materials.
- K. Prior to the commencement of the maintenance activity, an inspection of the equipment and inspection of the origin and destination by the contractor and PennDOT, or their representative, shall be required to document any pre-existing equipment damage.
- L. Contractor must provide adequate supervision during all phases of the project.
- M. All PennDOT buildings are to be considered "smoke-free" at all times. Smoking at designated areas outside of the buildings will be allowed.

- N. All food and drink, including water, must be consumed outside of the facilities unless specifically authorized in a designated area by a PENNDOT representative. Crews are responsible for removing all debris and using designated waste containers.
- O. Contractor and/or the awarded Contractor's work crew are responsible for arranging parking of personal vehicles.
- P. All trash, debris and waste material generated by the awarded Contractor must be removed from the premises during the course of the work. At the end of each day's work, the Contractor will be required to ensure that trash and debris generated by their work is removed.
- Q. Contractor must meet state and local licensing requirements for [HVAC/Boiler/Electrical/Plumbing] and have a Certificate of Training to perform work in the state of PA and the local municipalities where the work is being done. All work done by this contract is to be done by a Certified [HVAC/Boiler/Electrical/Plumbing] contractor and a helper being supervised by a Certified [HVAC/Boiler/Electrical/Plumbing] contractor

R. Equipment Maintenance Service:

- Contractor shall provide services/emergency services for maintenance and repairs on laboratory equipment and devices. The equipment and items requiring service are listed in Attachment B.
- ii. Contractor shall provide monthly service and inspection visits of listed laboratory equipment, at specified intervals:
 - 1. <u>Inspections</u> Service contract personnel will make a very thorough examination of each piece of equipment they are called upon to inspect and report and discrepancies noting the problem and the corrective actions that should be taken to correct it. The inspection report when completed is to be turned over to the Building Maintenance Foreman. Together they will review the report, with emphasis on the solution to any problem found.
 - 2. <u>Service</u> Service contract personnel will as part of their duties include the cleaning, adjustments, calibrations, replacing worn or damaged belts, replace filters, lube, change oil, clean coils, add Freon as part of the equipment service.
 - a. All equipment is to be scheduled for service and/or inspection in the first full week of each month.
 - 3. <u>Repairs</u> Must be pre-approved. All replaced parts will be turned over to the building Maintenance Foreman for proper disposal.

- S. When a piece of equipment malfunctions or shuts down and that unit is due for a monthly service that has not been done at the time the problem occurred. The monthly service will be preformed first and if the service corrects the problem no additional amount will be paid beyond that authorized service request. NOTE: Replacement parts are not a part of the Service Fee.
- T. Contractor must obtain approval prior to repair or replacement of work parts or defective controls. Contractor personnel must contact Building Maintenance Foreman upon arrival, and before starting work, when making each visit and must obtain signature of a Building Maintenance Foreman to certify that the work has been completed.

U. Response Time and Penalties:

- i. Contractor must answer and take care of emergency service calls with reasonable promptness and in no case (unless agreed to otherwise by the customer) shall it take more than 24 hours to respond to a call.
- ii. Two (2) instances of failure to respond within the 24-hour time constraint shall constitute a contract violation. The Commonwealth may, at its discretion, impose liquidated damages of \$10 per hour up to a maximum of \$50 per day for each day the contractor fails to respond to an emergency call.

V. Salvage:

- i. All equipment and material removed, excluding throwaway filters shall be turned over to the Building Maintenance Foreman.
- ii. Removed parts shall remain the property of the Commonwealth and no new parts will be paid for unless the old removed part has been deposited with the Building Maintenance Foreman.
- W. After all work is complete, the contractor shall thoroughly clean the area at the facility where dust, oil or debris has accumulated because of contracted work.
- X. Liability Contractor shall not be liable for any of the following: Corrections in the design of equipment; injuries to persons or damages to property, unless due to the negligent acts or negligent omissions of the contractor's employees.

III. CONTRACT TASK

The Contractor shall provide non-emergency and emergency type services and provide the required parts and materials and shall be performed within the time periods specified. The Contractor shall provide a work order for each non-emergency and emergency type service and include all parts and materials required to PennDOT for approval.

A. Regular Service and/or Emergency Service Calls - The Contractor shall respond to regular service calls within four (4) hours and emergency service calls with two (2) hours of the initial notification. unless otherwise agreed upon by the PennDOT. Regular Service and/or Emergency service shall be defined as Monday through Friday (6:00 AM – 6:00 PM). Travel time will be charged at the applicable hourly rate from the time the Contractor leaves the shop until the Contractor returns to it.

Regular Service and/or Emergency Service Calls shall be paid at the contract unit price bid per hour, which shall furnish all necessary labor, materials, equipment and incidental cost necessary to complete the work described herein.

B. Premium Service and/or Emergency Service Calls - The Contractor shall respond to premium service calls within four (4) hours and emergency service calls with two (2) hours of the initial notification. of the initial notification. unless otherwise agreed upon by the PennDOT. Premium Service and/or Emergency service shall be defined as Saturday (6:00 AM – 6:00 PM). Travel time will be charged at the applicable hourly rate from the time the Contractor leaves the shop until the Contractor returns to it.

All work perform during Premium hours must have approval by a facility manager prior to the work starting.

Premium Service and/or Emergency Service Calls shall be paid at the contract unit price bid per hour, which shall furnish all necessary labor, materials, equipment and incidental cost necessary to complete the work described herein.

Note: Holidays shall consist of ten (11) days being; New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day and shall be the day that the holiday is observed.

- **C.** <u>Inspections</u> Contractor shall provide twelve (12) monthly service/inspections the List of Laboratory Equipment.
- D. <u>Parts and Materials</u> The PennDOT shall reimburse the Contractor for its actual cost for obtaining the parts and materials, and handling and administrative expenses actually and reasonably incurred to obtain the parts and materials, such handling and administrative expenses not to exceed ten percent (10%) of the cost of obtaining the parts and materials. Such handling and administrative expenses must be clearly identified as such on invoices submitted for reimbursement. Costs of items under warranty are not reimbursable under this Contract.

IV. CONTRACT REQUIREMENTS

Contractor is required to complete Attachment A, Domestic Workforce Utilization Certification, Reciprocal Limitations Act Requirements and electronically attached the electronic bid submission.

- A. Attachment A, Domestic Workforce Utilization Certification
- B. Attachment B, List of equipment
- C. Attachment C, Reciprocal Limitations Act Requirements
- D. Attachment D, OS-501, Confirmation of Services form
- E. Attachment E, Iran Free Procurement Certification Form
- F. Attachment F, Workers Protection and Investment Certification Form

V. INVOICING:

Prior to invoicing Contractor shall submit an **Attachment 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 **Attachment D, OS-501, Confirmation of Services** form.

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

To ensure proper processing of invoices submitted the Contractor shall refer to Attachment G, Sample Supplier Invoice.

VI. 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.

VII. CONTRACT QUANTITIES:

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

VIII. CONTRACT TERM:

The contract shall commence January 1, 2026, whichever is later and terminate December 31, 2026. Further, the parties hereto may agree to renew this agreement for up to two (2) additional two-year terms, with a final termination date of December 31, 2030, 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.