

STATEMENT OF WORK FOR
INVITATION FOR BID (IFB)

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A. GENERAL OVERVIEW: The Pennsylvania Department of Transportation (PennDOT) is responsible for maintaining nearly 96,000 snow-lane-miles each winter season. The winter season is defined as October 1st to April 30th the following year with the potential for weather events which impact travel both earlier and later than the designated dates. PennDOT is implementing a Winter Maintenance Pilot program to contract a portion of the state highway system in PennDOT's Engineering District 4-0 to a private Contractor, who will be responsible for keeping those roadways in a safe and passable condition during winter weather events (as defined below) throughout the winter season thus allowing for continued flow of traffic minimizing the impact to public safety and commerce. This pilot project will be partly used as a basis for any future decision to expand the Winter Maintenance Pilot concept to additional regions or roadways.

The state highways to be included in the pilot program are:

1. S.R. 0006 in Lackawanna County – 25.4 snow-lane- miles.
2. S.R. 6006 in Lackawanna County – 49.9 snow-lane- miles.
3. S.R. 309 in Luzerne County – 48.4 snow-lane- miles.
4. S.R. 11 in Susquehanna County – 54.95 snow-lane- miles.
5. S.R. 006 in Wyoming County – 6.51 snow-lane- miles.
6. S.R. 011 in Wyoming County – 15.6 snow-lane- miles.
7. S.R. 309 in Wyoming County – 7.26 snow-lane-miles.
8. S.R. 0006 in Wayne County – 27.04 snow-lane-miles.

A complete list of roadways, limits, and total number of snow lane miles per winter season for each year of the contract are provided in **Attachment B** – Winter Maintenance Pilot Snow Lane Miles. PennDOT reserves the right to increase or decrease the number of SLMs on designated State Routes during the life of the contract. If the SLMs are increased, the Contractor will be paid at the established rate per SLM for the current year through the mechanism provided for in the attached standard terms and conditions.

A winter weather event is defined as any event during which the Contractor is notified by the PennDOT Project Manager or his/her authorized designee that snow and ice removal services will be required.

Currently, all winter services in District 4-0 are either performed by PennDOT staff, hourly rental equipment or by local Municipalities through reimbursement agreements.

The District 4-0 region receives an average of 40 to 55 inches of snowfall per year.

Refer to **Attachment A** – Vehicle and Equipment Specifications, for additional information regarding the **MINIMUM** requirements unless otherwise indicated.

SPECIFIC INFORMATION: It is the intent of this Invitation for Bids (IFB) to select a Contractor for a Winter Maintenance Pilot. The Contractor is expected to perform snow and ice removal operations along approximately 235.13 snow-lane-miles (SLMs) in PennDOT's District 4-0. Service shall take place during the winter season for the next five (5) winter seasons.

The Contractor is expected to provide all equipment and personnel to maintain the designated roadway segments, identified in Attachment B – Winter Maintenance Pilot

Snow Lane Miles, in a safe and passable condition throughout each winter event as directed by the PennDOT Project Manager.

The Contractor shall thoroughly examine and be familiar with all contract documents (including but not limited to the Purchase Order and its attachments that shall include standard terms and conditions, bid conditions, Statement of Work, Specifications and addenda, if any, as well as any related requirements of the IFB terms conditions and specifications). The submission of a bid shall constitute an acknowledgement that the Contractor has thoroughly examined and is familiar with the contract documents and specifications in every detail. If any required document is missing from the bid at the time of opening, the bid may be considered non-responsive.

If a bidder has any questions regarding this IFB, they must submit the questions by email (with the subject line “IFB – Winter Maintenance Question”) to the Issuing Officer provided in the solicitation within 48 hours of the Pre-Bid Meeting. If there are any questions after that time they will be answered at the discretion of the Commonwealth. All questions received will be answered, in writing, and such responses shall be posted to eMarketplace as an addendum to the IFB.

B. LEVEL OF SERVICE: The following guidelines describe PennDOT’s maintenance efforts during winter weather events having the potential to impact highway transportation. PennDOT’s expectations apply to all, in any state highway, regardless of who is supplying the service. The primary goal is to provide safe, passable roadways for travel by motorists within the limitations imposed by weather conditions, the availability of resources, environmental concerns and employee safety requirements during a winter storm event.

The Contractor will be required to achieve the Level of Service (LOS) expectations as compared to similar routes in the general geographic area maintained by PennDOT forces for the various LOS Categories.

Failure by the Contractor to meet the LOS expectations, as outlined in the LOS categories below, during the term of the contract may result in deduction(s) being assessed as described under the Service Level Agreement (SLA) section of this Statement of Work.

Traffic volume has been selected as one of the primary considerations for the LOS response because it reflects: (a) the degree of difficulty in snow and ice control; (b) the speed of the vehicles using the roadways; (c) the skill levels and expectations of roadway users traveling on those roadways; and, (d) the number of people impacted if efforts are delayed.

Level of Service Categories: PennDOT has divided highways into five (5) categories and has assigned the following Level of Service (LOS) expectations for winter maintenance to two (2) of these categories. Roadways covered under this contract fall under **Category 3** or **Category 4** and are subject to the following LOS Guidelines:

Category 3: Three- and/or four-lane highways with ADT from 5,000 to 24,999 vehicles and any other highways the District Executive deems should be added to this category.

Highways in this category can be in an urban or rural area of the state. They have limited traffic congestion during morning or evening rush hours. These highways normally have a posted speed limit of 55 mph or less and contain stop sign or traffic signal intersections.

These highways receive 24 hour-a-day spreading and/or plowing coverage until the roadway pavements are bare of most ice, snow or sleet. During the storm, the roadway pavement will be maintained in a safe, passable manner. Shoulders, turning lanes, and other travel portion of the roadway will be treated and plowed when necessary but can be left untreated until precipitation has ended.

Category 3 Levels of Service :

Planned Cycle Time: 2 hour average Turnaround time on each roadway
(Spreading Storm)

Average Snow Lane Miles: 30 - 35 SLM per vehicle for planning purposes

Material Type: Refer to Material Application Chart in PennDOT Publication 23, Chapter 4 or as directed by Project Manager

Snow Plow Type: Tandem axle dump truck or larger dump truck with wing-plow (where practical) (reversible front plow requested)

Goals:

- Maintain wet pavement 1.0 hour from start of weather event.
- Regain mostly bare/wet pavement 3.0 hours after precipitation ends (additional efforts required for blowing and drifting conditions).
- Maintain speed of traffic within 20 mph of posted speed limit during weather event
- Return to posted speed limit of vehicles by 3.0 hours after event ends

Category 4: Two-lane highways with ADT equal to or greater than 5,000 ADT and some two-lane highways less than 5,000 ADT but designated as a priority due to a hospital, utility, fire company, EMS service or other vital service facility along the route and any other highways the District Executive deems should be added to this category.

Highways in this category can be in an urban or rural area of the state. They have limited, short duration traffic congestion. These highways normally have a posted speed limit of 55 mph or less and contain stop sign or traffic signal intersections.

These highways receive 24 hour-a-day spreading and/or plowing coverage until the roadway pavements are bare of most ice, snow, and or sleet. During the storm, the roadway pavement will be maintained in a safe, passable manner. Shoulders, turning lanes, and other travel portion of the roadway will be treated and plowed when necessary but can be left untreated until precipitation has ended.

Category 4 Levels of Service:

<u>Planned Cycle Time:</u>	2.5 hour average coverage for each roadway segment during (Spreading Storm). Cycle times may increase when plow trains are employed
<u>Average Snow Lane Miles:</u>	35 - 40 SLM per unit – (planning)
<u>Material Type:</u>	Refer to Material Application Chart in PennDOT Publication 23, Chapter 4 or directed by Project manager
<u>Snow Plow Type:</u>	Tandem axle or larger dump truck with reversible snow plow.

<u>Goals:</u>	<ul style="list-style-type: none"> - Regain mostly bare/wet pavement 4.0 hours after weather event ends - Maintain speed of traffic within 20 mph of posted speed limit during storm - Return to posted speed limit of vehicles by 4.0 hours after event ends
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C. FEDERAL MOTOR CARRIER SAFETY REGULATIONS: All services, equipment, and labor provided for snow and ice removal operations shall comply with the United States Department of Transportation, Federal Motor Carrier Safety Administration Regulations found at:

<http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrguide.aspx>.

D. PENNDOT STANDARDS: All services, equipment, and labor provided for snow and ice removal operations shall comply with Chapter 4 of the PennDOT Publication 23 – Maintenance Manual, or as amended. Publication 23 can be found at:

<ftp://ftp.dot.state.pa.us/public/PubsForms/Publications/PUB%202023/PUB%202023.pdf>

E. VEHICLES AND EQUIPMENT: The Contractor must provide specifications for all vehicles and equipment to be used in the Contract no later than (5) calendar days prior to the beginning of each winter snow season. Schedules will be established at a mutually, agreed upon time for the Contractor to present equipment for inspection as well as spreader application verification. Spreading equipment must be capable of being controlled to dispense 250 pounds of salt per snow lane mile. Refer to **Attachment A** – Vehicle and Equipment Specifications, for additional information.

Sixty (60) calendar days prior to the beginning of each winter snow season, the Contractor shall certify that the required equipment, as specified in **Attachment A** – Vehicle and Equipment Specifications, is available in existing inventory or that the Contractor has access through other resources.

No vehicle over seven (7) years of age at the beginning of each winter season shall be utilized in performance of this Contract.

Prior to October 1st of each year, the Contractor will be required to:

1. Have each vehicle and piece of equipment fully functional and fully operational.
2. Ensure conformance to all Federal and State inspection standards as well as the specifications included in **Attachment A** for each vehicle and piece of equipment.
 - a. Each vehicle and piece of equipment will be subject to inspection by PennDOT personnel.
 - b. Any additional backup vehicles/spreaders need to be inspected and approved by PennDOT personnel prior to use in performance of the Contract.

Any vehicle or equipment which fails to conform to these specifications will be considered defective and subject to rejection by PennDOT. In the event that a defect is determined, the Contractor shall analyze and categorize all defects as to whether they are limited to the specific unit being inspected or could be potential problems in all such units. The Contractor will provide certification that all defects have been repaired or vehicle/piece of equipment replaced, at which point the vehicle or piece of equipment will be subject to re-inspection and approval by PennDOT prior to use on this project.

At least sixty (60) days prior to the beginning of each snow season, the Contractor must submit in writing the method of fueling and re-fueling vehicles or equipment while in the performance of services. PennDOT reserves the right to deny or approve the proposed fueling methods or offer alternative recommendations, if it is deemed to be time consuming thus impacting service delivery.

During the life of the contract, in the event that any vehicle or piece of equipment fails to meet any requirement of the contract, it shall not release the Contractor from complying with requirements of the contract. Any such failure must be resolved by the Contractor and may be subject to approval by PennDOT prior to the vehicle or equipment's use in operations under the contract. Any additional or replacement equipment added throughout the course of a winter season must be inspected, and application rates verified and approved by PennDOT prior to use in the field.

PennDOT will provide access to storage location(s) for the vehicles and equipment throughout the winter season, as requested by the Contractor and where it will assist the Contractor to improve response times.

PennDOT reserves the right to install automated vehicle location (AVL) systems in any/all Contractor vehicles in order to remotely monitor snow and ice removal activities.

If any vehicle or equipment breaks down during snow and ice removal activities, the Contractor is required to immediately notify the PennDOT Project Manager. Any vehicle or equipment that breaks down during snow and ice removal activities is required to be repaired or replaced using a preapproved unit within one (1) hour of the breakdown occurring.

No exception will be made for waiting on parts or labor to service a malfunctioning vehicle or piece of equipment or a lack of staffing whatever the cause or reason.

F. PERSONNEL: The Contractor must provide qualifications and certifications for personnel including, but not limited to, all supervisors, vehicle operators and maintenance staff prior to the beginning of each winter snow season.

The Contractor must provide PennDOT with contact information (i.e., names and phone numbers) for one (1) or more supervisors who will be responsible for coordinating emergency snow and ice response activities with the PennDOT Project Manager. This information must be provided at least 30 days prior to the beginning of each winter snow season. At least one (1) supervisor must be available at all times, 24 hours per day/7 days per week, during the winter season. The supervisor will be responsible, at the request of PennDOT, for deploying resources to patrol and be on site when potential freezing conditions exist and reporting roadway condition status back to the PennDOT Project Manager. The supervisor will also be responsible for alerting the PennDOT Project Manager as soon as they become aware of any facts that impact the Contractor's ability to satisfactorily perform winter services in accordance with this contract, including, but not limited to, an equipment malfunction, personnel issues, safety concerns, accidents or material issues.

The Contractor is required to have a mechanic available within one (1) hour at all times during winter snow season. This is required to keep all equipment in proper working order and if required, perform response maintenance, repairs, and/or replacement of equipment within one (1) hour of notification of mechanical problems.

The Contractor must provide vehicle operators who possess a valid Commercial Driver's License. Each vehicle operator shall be qualified and able to operate all snow and ice removal equipment and capable of operating all features on the vehicle and/or equipment. No vehicle operator will be permitted to work more than twelve (12) consecutive hours without receiving at least a six (6) hour break. If the duration of the snow event requires, the Contractor shall ensure that there are enough properly trained and licensed relief vehicle operators available to sustain an around-the-clock operation.

In the event that any Contractor supervisor, vehicle operator, mechanic or maintenance personnel fails to meet any qualification necessary for performance of the tasks set forth in this contract, the Contractor will be responsible to resolve all issues. Such occurrences shall not release the Contractor from complying with or performing the contract.

It is estimated that winter maintenance training will take place over a two (2) day period for approximately seven (7) hours per day. There will be one (1) mandatory winter maintenance training for each equipment operator and supervisor prior to the beginning of each winter weather season. Dates will be established annually by the Project Manager.

During winter weather events, it is required that all vehicle operators and supervisors have the capability to communicate with one another. In addition, the supervisor must be capable of communicating with the PennDOT Project Manager. The Contractor shall provide each individual operator and supervisor with wireless smart phone capabilities for this purpose.

G. INVOICING AND PAYMENT: The Contractor must complete and submit a monthly Confirmation of Services Form (OS-501) to PennDOT Project Manager for review for each month during the winter snow season, October 1st through April 30th, after the service has occurred.

Task A: Staging: The Contractor shall submit an invoice each October for the amount proposed/ in the initial bid which will cover the cost for time required to inspect and verify application capabilities of equipment annually and for vehicle operators to attend annual winter maintenance training.

Task B: Roadway Winter Maintenance: The Contractor shall submit an invoice for each month during the winter snow season, October 1st through April 30th, for a total of seven (7) monthly payments. Payment will be made on a monthly basis for all services received and accepted in accordance with the Level of Service (LOS) as defined in this Statement of Work. Any deductions as a result of the Contractor not meeting the LOS requirements shall be deducted from the appropriate monthly payment.

- Task B total Snow Lane Miles or travel lanes (SLMs) identified on the IFB Line Item were derived as follows:
 - Annual number of SLMs for all Counties (235.1) multiplied by five (5) years multiplied by seven (7) months.

The Contractor shall include any supporting documentation for service provided under any Task listed in **Section K** of this Statement of Work, along with the OS-501. Improperly completed or missing information on the OS-501 may result in a delay in processing of payment. Once the PennDOT Project Manager confirms acceptance of services, Contractor shall submit an invoice in hard copy format to the Commonwealth Comptroller at the “Bill To” address listed on the fully executed Purchase Order. All charges identified on the Contractor’s invoice must be directly related to work performed on identified tasks.

The Contractor’s invoice must be itemized the same as the Purchase Order line items, especially in regards to the items indicated by Fiscal Year (i.e., Item 1 FY XX, Item 2 FY XX, etc.)

H. SERVICE LEVEL AGREEMENT: PennDOT established the requirements for this contract with an expectation that the Contractor will meet, or exceed, the requirements. In the event the Level of Service (LOS) does not meet the requirements of the contract, the Contractor may be paid the bid price less any applicable deduction per the Service Level Agreement (SLA), defined below, regardless of the number of winter weather events that occur within that month. The Contractor may be assessed a deduction for the following:

- A.** Failing to have equipment, vehicles, and personnel approved by PennDOT prior to October 1st of each year. The vendor will be responsible to accept proposed scheduling of winter maintenance training of all operators as established by PennDOT by the October 1st date. For each calendar day beyond October 15th for which the final list of individual operators proposed to be used has not been provided to PennDOT for approval a flat fee of \$100.00 per calendar day will be deducted from the Contractor’s mobilization payment amount.
- B.** Failing to respond to notification of a winter weather event within one (1) hour.
 1. For each occurrence the Contractor fails to respond to a winter weather event within one (1) hour following notification from the PennDOT Project Manager, regardless of the number of winter weather events that occur within each month of the winter

season, \$150.00 per hour, will be deducted from the monthly payment amount. Partial hour will be prorated using \$150.00 per hour rate.

2. PennDOT reserves the right to enter the Contractor into the Contractor Responsibility Program (CRP) for performance issues. PennDOT also reserves the right to review each occurrence to determine the impacts to PennDOT and the motoring public. Results of performance issues may cause PennDOT to take action against the Contractor, up to and including, termination of the contract.

C. In the event that PennDOT conducts an evaluation of winter maintenance activities and determines that the agreed-upon roadway LOS is not being maintained (as evidenced by similar nearby routes maintained by PennDOT Forces) the following may be assessed.

1. For each occurrence the Contractor fails to respond to a winter weather event within one (1) hour following notification from the PennDOT Project Manager, regardless of the number of winter weather events that occur within each month of the winter season, \$150.00 per hour, will be deducted from the monthly payment amount. Partial hour will be prorated using \$150.00 per hour rate.
2. PennDOT reserves the right to enter the Contractor into the Contractor Responsibility Program (CRP) for performance issues. PennDOT also reserves the right to review each occurrence to determine the impacts to PennDOT and the motoring public. Results of performance issues may cause PennDOT to take action against the Contractor, up to and including, termination of the contract.

I. SEVERE WINTER ADJUSTMENT: At the end of each winter season PennDOT will assess total winter operations for this contract. As a result of the assessment PennDOT may provide additional severe winter adjustment compensation to the Contractor. This will be based on average costs within District 4-0 over the previous five (5) year period. The Contractor may be eligible for a percentage of the current year bid price, per snow lane mile. For each percentage point over one hundred and five (105%) of District 4-0's five year winter maintenance cost the Contractor may be eligible for additional compensation.

J. PENNDOT PROJECT MANAGER: A District Project Manager will be designated as PennDOT point of contact with additional delegated oversight authority at the County level for daily operations.

K. TASKS: The selected Contractor shall accomplish the requirements of this IFB through the following tasks:

**BELOW ARE THE SPECIFIC TASKS THAT WILL REQUIRE
BIDS UNDER THIS SOLICITATION.**

TASK A – STAGING

Each prospective contractor shall bid a lump sum annual amount to be paid to the Contractor for purposes of mobilizing and staging its resources, including but not limited to training, to perform all required tasks under the Contract.

Work under Task A includes the initial staging of all vehicles, equipment, and personnel at the project area prior to the beginning of each winter season and for equipment storage throughout. This mobilization or “Staging” cost shall include the relocation of all vehicles and equipment to the project area prior to PennDOT inspection, spreader application verification, as well as the cost of attendance for all supervisors and vehicle operators at mandatory winter maintenance training. This mobilization or “Staging” cost shall also include but not be limited to meeting all requirements set forth in this document and the Contract as a whole that relate to mobilization and staging. PennDOT will provide space at existing staging locations, as requested by the Contractor and where it will assist the Contractor to improve response times.

TASK B: ROADWAY WINTER MAINTENANCE:

Each prospective contractor shall bid a rate per SLM for purposes of performing all required tasks related to roadway winter maintenance and meeting all requirement of the Contract.

Contractor shall provide labor, vehicles, and equipment to maintain the designated roadway segments in a safe and passable condition during each winter event during the winter season. Contractor shall meet all requirements set forth in this document and the Contract as a whole. All roadways must be kept within the LOS as established in **Section B**. PennDOT reserves the right to periodically inspect roadway segments during winter weather events to verify that adequate LOS's are being maintained.

The Contractor is required to respond to each winter event within one (1) hour of being notified by the PennDOT Project Manager that services are required. Response is defined as appropriate staging and checking-in at the designated service area to be provided by the PennDOT Project Manager so as to be prepared to actively engage in snow and ice prevention/removal activities (required activities) on the designated State Routes. The PennDOT Project Manager will direct the Contractor to either: 1) monitor roadway conditions and determine when required activities shall commence; or 2) commence activities required under the Contract. The PennDOT Project Manager will direct the Contractor when a winter event has ended.

Upon response and PennDOT direction that the Contractor shall monitor roadway conditions and determine when required activities shall commence, Contractor shall meet all required LOS and it will be the responsibility of the Contractor to notify the PennDOT Project Manager when roadway conditions have deteriorated to a level necessitating snow and ice removal and begin such required activities.

PennDOT will provide all salt, salt brine, anti-skid, de-icing, and/or other materials for the Contractor's use. The Contractor will be required to retrieve these materials from the PennDOT Maintenance facility located within the limits of the designated service area to be provided by the PennDOT Project Manager. It is the responsibility of the Contractor to track and report all material usage at the end of every winter event or 24 hours, whichever is the lesser.

Every two (2) hours, roadway condition information must be provided to the PennDOT Project Manager. **Attachment C** includes the standard descriptors for winter roadway conditions. These descriptors shall be utilized in the reporting required under this Task B. Additionally,