

**INVITATION FOR BID**  
**FOR**  
**ENVIRONMENTAL REMEDIATION SERVICES**

**ISSUING OFFICE**



**COMMONWEALTH OF PENNSYLVANIA**  
**DEPARTMENT OF GENERAL SERVICES**  
**BUREAU OF PROCUREMENT**  
**555 Walnut Street**  
**Forum Place, 6<sup>th</sup> Floor**  
**Harrisburg, PA 17101**

**IFB NUMBER**

**6100038050**

**DATE OF ISSUANCE**

**April 19, 2016**

## CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via e-mail ( <b>with the subject line “IFB 6100038050 Question”</b> ) to Shelbie Pickering at <a href="mailto:spickering@pa.gov">spickering@pa.gov</a> .	Potential Bidders	April 22, 2016
Answers to Questions from Potential Bidders posted to the DGS website ( <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> ).	Issuing Office	April 26, 2016
Continue to Monitor website for all communications regarding the IFB.	Potential Bidders	Ongoing
Bids must be submitted electronically in the PA Supplier Portal at <a href="http://www.pasupplierportal.state.pa.us">www.pasupplierportal.state.pa.us</a> .	Bidders	April 28, 2016 3:00 PM

## STATEMENT OF WORK

- CONTRACT OVERVIEW:** The Pennsylvania Department of General Services (DGS) is seeking a qualified Supplier to provide all labor, materials, tools, equipment and incidentals necessary to perform a full range of environmental remediation and investigative services on an as needed basis, including but not limited to, storage tank removal/replacement and/or corrective action services, excavation, soil and groundwater remediation, asbestos inspection/abatement, sampling and laboratory analysis, and waste survey, identification, and disposal, as well as any other related remediation services. This Contract will cover all areas within the Pennsylvania Department of Transportation (PennDOT) highway right-of-way, facility property boundary, or the points of compliance, as defined under the Land Recycling and Environmental Remediation Standards Act (Act 2) and any other applicable laws and/or policies. All services performed shall be in accordance with all applicable state and federal laws regulations and local ordinances.
- BACKGROUND:** PennDOT's eleven (11) Districts oversee programs and policies affecting highways, urban and rural public transportation, airports, railroads, ports and waterways. Further responsibilities include the ongoing monitoring and compliance with state and federal environmental laws. The first Environmental Remediation Services Contract was established due to the possibility of encountering unexpected hazardous/non-hazardous wastes during construction of highways/bridges, and over the years successive contracts have become routinely used for providing emergency and non-emergency remediation services at existing PennDOT roadways, maintenance facilities and offices.
- TERM OF CONTRACT:** The initial term of the Contract will be three (3) years. This contract shall commence on the effective date, which shall be no earlier than July 1, 2016 and expire on June 30, 2019.
- ISSUING OFFICE:** The Department of General Services (Issuing Office) has issued this Invitation For Bid (IFB) on behalf of the Pennsylvania Department of Transportation. The sole point of contact in the Commonwealth for this IFB shall be Shelbie Pickering, Commodity Specialist at DGS. Please refer all inquiries to the DGS Commodity Specialist via e-mail at [spickering@pa.gov](mailto:spickering@pa.gov).
- QUESTIONS & ANSWERS:** If a Bidder has any questions regarding this IFB, the Bidder must **submit the question(s) via e-mail (with the subject line "IFB 6100038050 Question")** to the DGS Commodity Specialist named in Section 4 above, under Issuing Office. If necessary, the Commodity Specialist will post an addendum to this IFB to answer pertinent questions raised via e-mail. Each Bidder shall be responsible to monitor the DGS website for new and/or revised IFB information.
- METHOD OF AWARD:** This is a single-award contract. The Bidder offering the lowest price who is deemed responsive and responsible shall be awarded the contract. The awarded Supplier must provide **24 hour emergency contact** information on **Appendix A – Bid Item Sheet**.

7. **ELIGIBILITY REQUIREMENTS**: Bidders interested in submitting a bid to become an awarded Supplier must meet all of the eligibility requirements. **Bidders who fail to meet all the following eligibility requirements may result in bid rejection.**

- A. Bidders must be a registered Supplier within the PA Supplier Portal.
- B. Bidders must have a minimum of five (5) years experience in the field of environmental remediation services. Documentation to substantiate (e.g. Articles of Incorporation, Income Tax Return and/or Dunn & Bradstreet report, etc.) an entities validity maybe be requested prior to an award or at any time.
- C. Bidders and all affected Subcontractors must possess and maintain throughout the life of this Contract all applicable registrations, certifications, and licenses in connection with work required under this Contract.
- D. Bidders **must** submit as additional attachments with their bid the following (document attachments should be named appropriately and include the company name. i.e. Company Overview – Supplier Name):
  - 1) **Company Overview** – A company overview providing a brief business history outlining the length of time in business, an outline of the management and operational structure, including senior staff professionals, project staff professionals and Assistant Staff Professionals (titles can be found on **Appendix A – Bid Item Sheet**). DGS and/or PennDOT reserves the right to request resumes of senior staff professionals and project staff professionals performing service and to request replacement of any staff found unsuitable to perform the work under the scope of services for this Contract.
  - 2) **Subcontractor Information** – A list of Subcontractors which you intend to use if awarded services under this Contract. Include Subcontractor’s name(s), address(es) and type of services they would provide under the scope of services contained within this Contract.
  - 3) **References** – Three (3) quality client references from either large (100 or more employees) organizations or state entities for which the company is currently providing environmental remediation services. The supplied references must meet the following requirements:
    - i. Each client should reference various projects that demonstrate the Suppliers ability to perform a full range of environmental remediation and investigative services as stated in the Contract Overview on Page 1 of this document.
    - ii. Each client reference must provide the project title, a description detailing the project scope and size, the organization for whom the work was performed, and a point of contact at that organization.

4) **Certifications, Accreditations and Training –**

- i. Valid copy of the following professional certifications for individuals performing work under this Contract:
  - Pennsylvania Department of State Licensed Professional Geologist
  - Pennsylvania Department of State Licensed Professional Engineer
  - Board of Certified Safety Professionals Certified Safety Professional
  - American Board of Industrial Hygiene Certified Industrial Hygienist
  - Valid copy of Hazardous Waste Operations and Emergency Response (HAZWOPER) training for key individuals to perform field investigative and remedial efforts at contaminated sites
  - Pennsylvania Department of Labor and Industry Lead-Based Paint Inspector-Technician certification (Note: Pennsylvania Department of Labor and Industry Lead-Based Paint Risk Assessor certification will satisfy this requirement)
  
- ii. Valid copy of the following PA Department of Environmental Protection (DEP) issued certifications.
  - Underground Manufactured Storage Tank Removal (UMR)
  - Underground Storage Tank Installation and Modification (UMX)
  - Aboveground Manufactured Storage Tank Removal (AMR)
  - Aboveground Manufactured Metallic Storage Tank Installation and Modification (AMMX)
  - Aboveground Non-metallic Storage Tank Installation and Modification (AMNX)
  
- iii. Valid copy of PA L&I Asbestos Building Inspector Certification/copy of photo license
  
- iv. Valid copy of the following PA L&I Asbestos Abatement Certifications/copies of photo licenses:
  - Supplier/Contractor
  - Supervisor
  - Worker
  - Project Designer
  - Management Planner

- v. Proof of analytical laboratory's bulk and airborne asbestos analysis accreditation (NVLAP accreditation) issued by the United States Department of Commerce National Institute of Standards and Technology.
- vi. Valid copy of analytical laboratory's PA DEP drinking water certification, encompassing the following suites of compounds: SVOCs, VOCs, Metals, PCBs, Pesticides/Herbicides and Microbiology.
- vii. Proof of analytical laboratory's PA DEP environmental laboratory registration in accordance with the Environmental Laboratory Accreditation Act (**submit a document with the Act 25 registration number**).

5) **Health and Safety Program** - Copy of the Bidder's Company/Corporate Health and Safety Program.

8. **INSURANCE REQUIREMENTS:** There are three (3) types of Insurance that must be submitted prior to commencement of work under this Contract: General Liability Insurance, Asbestos Contractor Liability Insurance, and Environmental Pollution Liability Insurance.

A. Types of Insurance:

1. **General Liability Insurance** – The awarded Supplier must submit a certificate of General Liability Insurance as listed in the [V.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)] of the standard Contract Terms and Conditions.
2. **Asbestos Contractor Liability Insurance** – The awarded Supplier must submit a certificate of Asbestos Contractor Liability Insurance. The Supplier may use the certificate of their Subcontractor for Asbestos Contractor Liability Insurance prior to commencement of work under this Contract.

Should the awarded Supplier use a different Subcontractor other than the one initially used, then the different Subcontractor's certificate of insurance should be included with the Technical & Cost Proposal(s) or as part of the Rapid Response(s) process.

3. **Environmental Pollution Liability Insurance** - The awarded Supplier must submit a certificate of Environmental Pollution Liability Insurance, issued by a company acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

Environmental Pollution Liability Insurance to protect the Commonwealth, the Supplier and any Subcontractors from claims for any environmental and pollution damage which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Supplier, by any Subcontractor, or by anyone directly or indirectly employed by either.

- B. For the three (3) Insurance certificates listed above, the Supplier shall provide the Commonwealth current certificates of insurance at each insurance renewal date during the term of the Contract. These certificates (policies) shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Supplier. Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Supplier's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

## 9. **BOND REQUIREMENTS:**

**Performance Bonds** - The awarded Supplier must furnish within ten (10) days after award of the purchase order, the following:

For purchase orders in excess of \$100,000, a Performance Bond at one hundred percent (100%) of the purchase order amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bond shall be solely for the protection of the contracting body which awarded the contract. The Commonwealth may require additional Performance Bond protection, should the cost of a project increase. If the Commonwealth requires an increase in the Performance Bond amount, the Supplier will be notified of this requirement through a written Change Notice and the Supplier will have ten (10) days to provide the new or increased Performance Bond.

If a project is initially below \$100,000 then exceeds this threshold due to changes necessitated in the project, a Performance Bond may be required. If the Commonwealth requires Performance Bond due to the project's increased cost, the Supplier will be notified of this requirement through a written Change Notice and the Supplier will have ten (10) days to provide the Performance Bond.

Failure to furnish the required performance security within the required ten (10) day time frame shall be considered a failure to perform a contractual obligation which may result in termination of the purchase order and award to another Supplier. In the event of termination and re-award for failure to provide performance security, the Supplier shall be responsible for any increase in cost to the Commonwealth.

Where the Supplier does not comply with the requirements of the purchase order, the amount of the performance security shall be paid to the Commonwealth as liquidated

damages for the Supplier's failure to comply, or the Commonwealth may, at its sole option, sue the Supplier or its surety for the damages it has suffered for any breach of contract, in which case security held by the Commonwealth shall be applied as a credit in such suit for damages.

**Payment Bonds** - The awarded Supplier must furnish the payment bond within ten (10) days after award of the purchase order, the following:

For purchase orders in excess of \$100,000, the awarded Supplier must furnish a Payment Bond in an amount equal to one hundred percent (100%) of the purchase order amount. The Payment Bond must be executed by a surety company authorized to do business in the Commonwealth and made payable to the Commonwealth. The Commonwealth may require additional Payment Bond protection, should the cost of a project increase. If the Commonwealth requires an increase in the Payment Bond amount, the Supplier will be notified of this requirement through a written Change Notice and the Supplier will have ten (10) days to provide the new or increased Payment Bond.

If a project is initially below \$100,000 then exceeds this threshold due to changes necessitated in the project, a Payment Bond may be required. If the Commonwealth requires Payment Bond due to the project's increased cost, the Supplier will be notified of this requirement through a written Change Notice and the Supplier will have ten (10) days to provide the Payment Bond.

The Payment Bond shall be conditioned on the prompt payment for all materials furnished or labor supplied or performed in the performance of the work. Labor and materials include public utility services and reasonable rentals of equipment for the periods when the equipment rented is actually used at the site.

A Payment Bond shall be solely for the protection of claimants supplying labor and materials to the awarded Supplier, or to any of its Subcontractors, in the performance of the work provided for in the contract.

10. **PREVAILING WAGE DETERMINATION:** The contract with the awarded Supplier is subject to and shall comply with the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. Sections 165-1 through 165-17 and its regulations 34 Pa. Code Sections 9.101 through 9.112, which are incorporated herein by reference as if fully set forth herein. The Supplier shall pay no less than the wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry (hereinafter referred to in this paragraph as "Secretary") for each craft or classification of all workers needed to perform this contract during the term hereof for the county in which the work is to be performed. In compliance with said Pennsylvania Prevailing Wage Act, the Prevailing Minimum Wage Predetermination, as approved by the Secretary, is attached hereto and made a part hereof.

- A. The provisions of this paragraph shall apply to all work performed on the contract by the Supplier and to all work performed on the contract by all Subcontractors. The Supplier shall insert in each of its Subcontracts all of these required contract



provisions and stipulations contained in this paragraph and such other stipulations as may be required.

- B. No worker may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in section 8 of the Act (43 P.S. § 165-8) and section 9.107 of the Act's Regulations (relating to petition for review of rates and hearings) shall be followed.
- C. Workers employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of a contractually relationship which may be alleged to exist between a Supplier, Subcontractor(s) and workers, at least once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Prevailing Wage Act or its Regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker or public work.
- D. The Supplier and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the place or places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
  - 1. The name of project.
  - 2. The name of public body for which it is being constructed.
  - 3. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
  - 4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
  - 5. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Supplier or Subcontractor(s) are not complying with the act or the regulations in any manner whatsoever, the worker may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to a Supplier to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating the right.
- E. The Supplier and Subcontractor(s) shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid including employee benefits, to each worker employed by the Supplier or Subcontractor(s) in connection with the public work. The record shall include

deductions from each worker. The record shall be preserved for two (2) years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the contract and to the Secretary or the Secretary's authorized representatives.

- F. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with The Apprenticeship and Training Act (43 P.S. §§ 90.1 – 90.10), approved July 14, 1961 and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- G. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor & Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- H. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act, regardless of the average hourly earnings resulting therefrom.
- I. Each Supplier and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract. If wages remain unpaid, the Supplier or Subcontractor(s) shall set forth the amount of wages due and owing to each worker respectively. A copy of the form entitled "Contractor's or Subcontractor's Weekly Payroll Certification for Public Works Projects" is attached hereto.
- J. Before final payment is made, a final wage certification must be submitted by all Suppliers and Subcontractor(s).

Since the costs and location of each specific work assignment will vary, when applicable, the State or Federal wage determination will be provided by PennDOT personnel to the Supplier for their technical and cost proposal preparation.

In accordance with the Pennsylvania Prevailing Wage Act of 1963, work assignments under the Contract estimated to be greater than \$25,000 that are one hundred percent (100%) state funded, are subject to the Prevailing Wage Act. Certified payrolls may be requested by PennDOT, or its designated representative, in accordance with Section 6 of the Act.

In accordance with the Davis-Bacon Act, for work assignments under this contract that are funded in any percent (%) with Federal dollars, the Supplier is required to pay its employees, both contracted and subcontracted, federal prevailing wages on all Federal aid projects exceeding \$2,000, except those on roadways classified as local roads or rural minor collectors.

Refer to **Section 17 PRICING**, (Prevailing Wage Rates) Page 24 to determine Bid and/or Technical & Cost Proposal pricing.

11. **PENNDOT'S GREEN PLAN POLICY:** PennDOT has established a Strategic Environmental Management Program (SEMP) to implement its Green Plan Policy. The policy can be found by searching for "Green Plan Policy" (PUB 754) at [www.penndot.gov](http://www.penndot.gov) and is also posted at PennDOT District and County Offices.

The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Supplier shall ensure that its personnel (including the personnel of any of its Subcontractor(s) are aware of PennDOT'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.

By submitting a bid response to this Invitation for Bids, bidders agree to abide by the above "Green Plan Policy" stipulations.

12. **AGILITY AGREEMENTS:** Notwithstanding any other right or obligation under this Contract, PennDOT reserves the right to obtain these services pursuant to separate contracts, known as agility agreements, that it has entered into or may enter into with political subdivisions, public authorities, other governmental agencies or other eligible entities, institutions, or organizations under the authority of Chapter 19 of the Commonwealth Procurement Code (Act 1998-57, 62 Pa. C.S. Section 101 et seq.) for the exchange of supplies, services, facilities, personnel or such other items as may be procured through intergovernmental contracting pursuant to Chapter 19.

13. **ACCESS TO NON-COMMONWEALTH PROPERTY:** In the event that work performed pursuant to this Contract requires access to property that is not owned by the Commonwealth, upon request by the Commonwealth, the Supplier shall hold the owner of such property harmless from and indemnify the owner against any and all third party claims, demands and actions based upon or arising out of any negligent activities performed by the Supplier and its employees and agents on such property under this Contract, provided the owner gives the Supplier prompt notice of any such claim of which the owner learns.

14. **TECHNICAL ACRONYMS/DEFINITIONS:**

UST – Underground Storage Tank

AST – Aboveground Storage Tank

**ACM** – Asbestos Containing Materials

**AIHA** – American Industrial Hygiene Association

**Asphalt Emulsion Waste (semi-solids)** – Asphalt-containing emulsion and tarry residues that require special handling due to physical properties, typically only in warm weather.

**Note:** Any Asphalt Emulsion Waste requiring disposal using **Bid Item 226** (Asphalt Emulsion Waste-Semisolids) during warm weather may often be disposed of using **Bid Item 224** (Residual Waste) in cold weather.

**Class I Asbestos Abatement Work** – Activities involving the removal of thermal system insulating and surfacing ACM and PACM, as defined in 29 CFR 1926.1101.

**Class II Asbestos Abatement Work** – Activities involving the removal of miscellaneous ACM that is not thermal system insulation or surfacing material, as defined in 29 CFR 1926.1101. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

**Clean Fill** - Uncontaminated, non-water soluble, inert solid material used to level an area or bring the area to grade. The term includes soil, rock, stone, dredged material, used asphalt, and brick, block or concrete from construction and demolition activities that is separate from other waste and recognizable as such. The term does not include materials placed in or on the waters of this Commonwealth.

**Containers** – As applied to Waste Disposal Services, the term includes any containers normally used to store waste onsite for loading onto trucks for offsite disposal, such as 55-gallon drums and roll-off containers. For purposes of this Contract, the term excludes special handling items such as overpack drums.

**Hazardous Material:** Defined by US DOT as any substance or material that could adversely affect the safety of the public, handlers or carriers during transportation. Divided into 9 hazardous material classes, each with its own placard designations and transportation requirements.

**Hazardous Waste** – Hazardous waste used in this Contract shall be as defined by Federal (40 CFR 260), or State (25 PA Code, Chapters 260-270) regulations. In addition, for purposes of this Contract, hazardous waste shall also include PCB-containing wastes, as regulated by the Toxic Substance Control Act.

**Health & Safety Officer** – A person who has the responsibility and authority to develop and implement the site health and safety plan and verify compliance.

**Key Professional Personnel** – Supplier and Subcontractor(s) personnel that are engaged in the development of technical specifications and plans, supervisory positions, and certain professional job classification, that are essential to the satisfactory performance and completion of the technical work described within. Key professional job classifications under this contract shall include, but not limited to, the following:

Project Managers, Field Foreman/Supervisors, Geologist/Hydrogeologists, Engineers (all disciplines), Chemists (all disciplines), Soil Scientists, Environmental Scientists, and Environmental Health Specialists (e.g. Certified Industrial Hygienist, Certified Safety Professionals).

**Mobilization/Demobilization** – Mobilization consists of the transportation of personnel, materials and equipment to and from the work site. For the purposes of this Contract, mobilization excludes project scoping meetings and preliminary site reconnaissance. Any necessary changes in services resulting in a field meeting(s) after a fully executed Purchase Order are billable.

**MOU** – Memorandum of Understanding

**NIST** – National Institute of Standards and Technology

**NVLAP** – National Voluntary Laboratory Accreditation Program

**Non-hazardous Waste** – Non-hazardous waste, used in this Contract shall be understood to mean all waste not meeting the definition of a hazardous waste, as defined in this section. Non-hazardous waste shall include, but not be limited to, residual, municipal or construction/demolition wastes, as defined by Federal or State regulations.

**OSHA** – Occupational Safety & Health Administration

**US EPA** – United States Environmental Protection Agency

**PA DEP** – Pennsylvania Department of Environmental Protection

**PA L&I** – Pennsylvania Department of Labor and Industry

**PPE** – Personal Protective Equipment

**Petroleum-contaminated media and debris** – Petroleum-contaminated waste defined as residual waste under Pa. Code §261.4(a) (17) and disposed of using DEP Forms FC-1 and Form U.

**PCM** – Phase Contrast Microscopy

**PLM** – Polarized Light Microscopy

**PACM** – Presumed Asbestos Containing Material

**Residual Waste** – Garbage, refuse, other discarded material or other waste, including solid, liquid, semisolid or contained gaseous materials resulting from industrial, mining and agricultural operations and sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous. The term does not include coal refuse as defined in the Coal Refuse Disposal

Control Act. The term does not include treatment sludge's from coal mine drainage treatment plants, disposal of which is being carried on under and in compliance with a valid permit issued under the Clean Streams Law.

**Site** – The “site” shall mean the extent of contamination originating within the state highway right-of-way or facility property boundary and all areas in close proximity to the contamination necessary for the implementation of remedial activities to be conducted.

**TSCA** – Toxic Substance Control Act

**TCLP** – Toxicity Characteristic Leaching Procedure

**SPLP** – Synthetic Precipitation Leaching Procedure

**TEM** – Transmission Electron Microscopy

**Well Sampling Consumables** – Items used for groundwater sampling events and discarded afterwards, such as plastic ground liner sheeting, twine, tape, rope, deionized water, decontamination soap/detergent, disposable bailers, and disposable polyethylene tubing. For purposes of this Contract, excludes items considered laboratory services supplies, such as disposable filters for dissolved metals analysis, coolers, ice and other preservatives, sample bottles and Level D personal protective clothing such as disposable gloves.

15. **SERVICE SPECIFICATIONS:** The awarded Supplier will be expected to provide all labor, materials, tools, equipment, and incidentals necessary to perform environmental remediation on an as-needed basis for which the Supplier has been awarded. The Supplier must comply with all applicable Federal, State, and local government laws, regulations, ordinances and agreements (e.g. Memorandums of Understanding) by the jurisdiction where the services are to be performed. The Supplier is responsible for any fines or citations levied, as a result of their non-compliance with any applicable Federal, State, and/or local government laws, regulations, ordinances, and/or agreements.

Supplier shall staff a sufficient amount of personnel to perform services under this Contract, such as senior staff professionals, project staff professionals and Assistant Staff Professionals (titles can be found on **Appendix A – Bid Item Sheet**). In addition, all Key Professional Personnel must possess and maintain all applicable professional licenses throughout the term of this Contract.

Services under this Contract may include, but are not limited to the following:

- A. **ABOVEGROUND STORAGE TANK (AST) SYSTEM REMOVAL.** Removal of tank and appurtenances (i.e. pedestal, containment structure, and footer, etc.), disposal of the tank and appurtenances, and completion of closure sampling, analysis, and documentation (including PA DEP notifications and reporting, if required). Closure, closure reporting, and corrective actions shall follow the PA DEP Storage Tank and Spill Prevention Act, Corrective Action Regulations format. For the

purposes of bidding, this service does NOT include remediation or follow-up investigation.

Suppliers and Subcontractor(s), if any, must possess and maintain, as per services needed, AMR (Aboveground manufactured storage tank removal), AMMX (Aboveground manufactured metallic storage tank installation and modification), and AMNX (Aboveground non-metallic storage tank installation and modification) certification issued by the PA DEP for any services performed pertaining to aboveground storage tank systems removal and/or installation and modification.

**If it is determined that aboveground storage tank replacement services are necessary, and services are approved by PennDOT, the awarded Supplier rates/prices must be submitted as “Non-Bid” Items. Any necessary costs for equipment, tools, materials, labor and permits for the installation of tank and appurtenances (i.e. pedestal, containment structure, and footer, etc.), can only be charged for the time used during the installation portion of the process, as these items are already included in the cost of aboveground storage tank system removal services (Bid Items 215 through 217).** ASTs, particularly ASTs that contain heated product, may be wrapped with an insulating material. During the work order scoping for an AST system removal, the vendor is responsible for determining whether any AST system components are wrapped with an insulating material. If so, the work order scope should include an asbestos inspection of the insulating material, followed by the abatement of any asbestos containing material that will be disturbed during AST system removal. Asbestos inspection and abatement work are not included in AST removal bid items and should be contracted using the appropriate asbestos inspection, abatement and waste disposal bid items as appropriate.

- B. UNDERGROUND STORAGE TANK (UST) SYSTEM REMOVAL.** Excavation and removal of the tank system, disposal of the tank and appurtenances, and performance of the PA DEP UST closure sampling, analysis, and documentation (i.e. PA DEP, PA L&I notifications and reporting). UST system removal bid costs are to include all required sampling and analysis costs. For the purpose of bidding, this service does **not** include remediation or follow-up investigation.

Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, UMR (Underground manufactured storage tank removal) and UMX (Underground storage tank installation and modification) certification issued by the PA DEP for any services performed pertaining to underground storage tank systems removal and/or installation and modification.

**If it is determined that underground storage tank replacement services are necessary, and services are approved by PennDOT, the awarded Supplier rates/prices must be submitted as “Non-Bid” Items. Any necessary costs for equipment, tools, materials, labor and permits for the installation of tank and appurtenances (i.e. pedestal, containment structure, and footer, etc.), can only be charged for the time used during the installation portion of the process, as these**

**items are already included in the cost of underground storage tank system removal services (Bid Items 218 through 222).**

Closure, closure reporting, and corrective actions shall follow the PA DEP Storage Tank and Spill Prevention Act, Corrective Action Regulations format for site characterization. Supplier shall follow the API Recommended Practice 1604: Removal and disposal of used underground storage tanks and PennDOT Publication 694/694A, the *Storage Tank Management Manual*. Confirmatory soil sampling shall be conducted in accordance with PennDOT Publication 281, the *Waste Site Evaluation Procedures Handbook*, which requires the use of systematic random sampling rather than biased sampling.

C. **EXCAVATION.** Excavation Services may include but not limited to the following:

- 1) Excavation of contaminated media and waste.
- 2) Excavation and temporary on/off-site staging of contaminated media and waste.
- 3) Excavation and selective placement (in accordance with PennDOT Publication 408, current edition) of contaminated media on-site, such that the effected work area is returned to a Level D health and safety condition.
- 4) The limits of excavation for UST Tank system removal(s) shall include only the necessary excavation required to remove the tank system(s) (tank and appurtenances) and the reinforced concrete hold-down pad. AST demolition/removals shall include the tank system (tank and appurtenances), secondary containment structure, and tank support structure (i.e. concrete pad, pedestal, footer, etc.).
- 5) Supplier shall provide barricades around any open excavations that will be unoccupied for any length of time. Supplier shall also take necessary steps to prevent precipitation run-off from entering the excavation. All water entering excavation(s), due to the Supplier's inadequate securing of the excavation from run-off shall be pumped and treated at the Supplier's expense.
- 6) All excavated materials deemed to be contaminated shall be segregated from uncontaminated or less contaminated debris to minimize all required off-site disposal.

Awarded Supplier and Subcontractor(s) who will be performing excavation and grading work must be prequalified through PennDOT's Bureau of Construction in accordance with Pennsylvania Code, Title 67, Chapter 457, Prequalification of Bidders regulations for the following:

<b><u>Work</u></b>	<b><u>Code</u></b>	<b><u>Classification</u></b>
Earthwork	C	Roadway Excavating and Grading, or
	C1	Non-Roadway Excavating



In order to become pre-qualified in one or both of the above areas, Supplier must first be registered as a “Business Partner” through PennDOT’s ECMS system at: <http://www.dot14.state.pa.us/ECMS>. Generally the process requires two weeks to register in ECMS as a business partner and thirty to forty-five (30-45) calendar days concurrently to apply for prequalification. Any questions concerning the PennDOT ECMS system should be directed to the ECMS help desk at (717) 783-7711. Any questions on the Business Partner Agreement may be directed to PennDOT Design, Business Partner Registration Section (717) 772-0566.

**D. SOIL AND GROUNDWATER REMEDIATION.**

- 1) Site characterization, treatability studies, and Act 2 attainment sampling in support of soil and groundwater remediation. Remediation for a regulated storage tank corrective action shall follow the PA DEP Storage Tank and Spill Prevention Act, Corrective Action Regulations format.
- 2) Extraction and treatment of contaminated groundwater, including construction of treatment systems.
- 3) Treatment of contaminated soil, including construction of soil treatment systems and earthmoving activities.

Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, current PA Licensed Geologist for any services performed pertaining to soil and groundwater remediation.

**E. ASBESTOS INSPECTION/ABATEMENT.** Asbestos building inspections and abatement for structures, such as buildings and bridges, prior to demolition or renovation. **Demolition and renovation of said structures are not included under the scope of this Contract.**

- 1) **Asbestos Inspection.** The Supplier shall perform inspections and provide reports necessary for sample collection and determination of ACM within the structure. All friable and non-friable suspected ACM shall be sampled, analyzed, and reported in order to verify the presence, or absence of asbestos. Sampling protocols and reporting format shall be consistent with 40 CFR 763, Subpart E (AHERA) for building inspections. In addition, all reports shall include copies of sample analysis. Report preparation may be performed and billed under labor classification bid items; not asbestos inspection bid items.

Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, current PA Department of Labor and Industry Certified Asbestos Building Inspector certification/copy of photo license and NVLAP laboratory certification, for any services performed pertaining to asbestos inspection work.

- a. **Up to 25 structures:** Mobilization charges shall be determined by inspector’s actual travel time, based on the shortest distance to the

project site, times the hourly rate (Bid Item 210, Asbestos Facility Inspection). The awarded Supplier shall be allowed or paid per diem expenses for asbestos survey work assignments that involve less than 25 structures (Bid Item 210, Asbestos Facility Inspection).

b. **Greater than 25 structures:** Mobilization charges and per diem expenses shall be in accordance with Non-Bid Items (Subsistence, Lodging, Travel, Mileage, and Non-bid services and equipment).

2) **Asbestos Abatement.** Asbestos abatement services shall include all necessary equipment, labor, materials, incidentals, notifications, documentation, and certification fees for the abatement of ACM/PACM within the structure. All asbestos abatement will be in accordance with all applicable federal, state and local laws and regulations. The cost to have inspectors receive and maintain any Supplier safety and/or training necessary to access rail lines, etc. shall be incidental to the Contract and borne by the Supplier at no cost to PennDOT. At least one L&I certified Supervisor shall be on-site and act as the OSHA competent person at all times. Asbestos abatement shall be performed so as not to cause asbestos contamination in adjacent areas. PCM clearance air testing shall be performed in work areas. Onsite asbestos air clearance sampling shall be performed by a NIOSH 582 certified asbestos analyst. PCM clearance criteria is <0.01 f/cc (fibers/cubic centimeter).

Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, the following current PA Department of Labor and Industry certifications/copy of photo licenses for any services performed pertaining to asbestos abatement work:

- Supplier/Contractor
- Supervisor
- Worker
- Project Designer
- Management Planner

Upon completion of asbestos abatement projects that will be followed by structure re-occupancy, the Supplier shall provide written certification to PennDOT that a post-abatement visual inspection has been performed, and no asbestos-containing dust, debris, or residue remains in the structure.

F. **LEAD-BASED PAINT INSPECTION.** Lead-based paint inspection for structures such as bridges, prior to demolition or renovation. **Lead-based paint abatement and the demolition and renovation of bridges are not included under the scope of this Contract.**

Lead-based paint inspections shall include the analysis of paint chip samples for total lead, cadmium, chromium, and arsenic. Lead-based paint inspectors shall possess

current Lead-Based Paint Inspector-Technician or Risk Assessor certification with the PA Department of Labor and Industry, and inspection reports shall provide a photocopy of the inspector's certificate.

PennDOT may require additional specifications from the awarded Supplier as part of the work proposal for an individual project.

- G. **WASTE SURVEY.** Inspection of properties or structures for the purpose of identifying substances of potential environmental concern. Common examples are bridge paint sampling for lead prior to bridge replacement and waste inspections of properties to be taken for right-of-way expansion for a transportation development project. Waste surveys are often performed in combination with an asbestos inspection. Waste surveys shall only be performed by individuals who are compliant with the training requirements (initial and annual refresher) of 29 CFR 1910.120, the Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard.
- H. **LABORATORY SAMPLING AND ANALYSIS.** Sample collection of Level 1 data consisting of sample analysis results, including method detection limits, appropriate QA/QC results, and chain of custody forms. Lab analysis bid items shall include the disposal of unused portions of sample(s). All laboratory analysis shall be in accordance with PA DEP guidance and regulations, as applicable under the Storage Tank and Spill Prevention Act and the Land Recycling and Environmental Remediation Standards Act (Act 2). For dissolved metals analysis, sample filtration shall be performed in the field. Lab analysis results for each item shall be reported only for the compounds on the DEP Short List. As a reference, the most recent DEP Short List of Petroleum Products is attached to this IFB as **Appendix C**.

Sampling and analysis shall be performed by the Supplier to sufficiently characterize and properly classify the material, and shall be performed only to the degree necessary to identify the waste to be disposed of. Waste capable of identification through process knowledge shall be used in lieu of testing when applicable. All laboratories used for the Contract, except for asbestos and physical parameters analysis, must have accreditation required by PA DEP for drinking water analysis and, if applicable, for environmental sampling analysis.

All laboratories used during the Contract should reference the PA DEP Short List of Petroleum Products for specifications for the analytical method to be used for each petroleum product constituent on the "Short List". A copy of the most recent "Short List" is attached as **Appendix C** to this IFB.

**Lab analysis results for each item shall be reported only for the compounds on the DEP Short List as per PennDOT's request on a case-by-case basis.**

Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, the following current PA Department of Environmental Protection documents for any services performed pertaining to laboratory analysis work:

- Environmental laboratory registration

- Drinking water certification, encompassing the following suites of compounds: SVOCs, VOCs, Metals, PCBs, Pesticides/Herbicides and Microbiology.

If the cost of an analysis has increased due to a required regulatory or policy change in testing methodology, the Supplier must provide documentation providing proof that the sample analysis costs have increased and will affect the Supplier's cost of doing business. The documentation shall be provided to the DGS Commodity Specialist forty-five (45) days prior to the effective date of the proposed rate change for approval.

Normal Turn-around-Time for sample analysis and reporting shall be defined as ten (10) to fifteen (15) calendar days from the day the sample is delivered to the laboratory.

Expedited Laboratory Analysis Premium (Turn-around-Time) for sample analysis and reporting shall be defined as twenty-four (24) hours to forty-eight (48) hours, or one (1) week from the day the sample is delivered to the laboratory.

Lab analysis shall include, but not limited to:

1) **Soil/Sediment/Debris.**

a. **Short List Volatile Organic Compounds (VOCs) – Soil:** Volatile Organic Compounds (VOCs), Parameters to be Tested in Soil, as specified in DEP's Short List of Petroleum Products, presently consisting of Benzene, Toluene, Ethyl Benzene, Xylenes (total), Cumene (Isopropylbenzene), Naphthalene, Trimethylbenzene, 1,2,4-, Trimethylbenzene, 1,3,5-, Dichloroethane, 1,2- (EDC), Dibromoethane, 1,2- (EDB), and Methyl tert-butyl ether (MTBE). The bid item for Short List VOC's, soil will include any future additions by DEP to the VOC Short List for soil. If analysis for the additional VOC's will directly result in additional costs charged by the laboratory, then the price increase approval process described on Page 17, Section H, 4<sup>th</sup> paragraph of the Statement of Work may be followed.

b. **Short List Semi Volatile Organic Compounds (SVOCs) – Soil:** Semi Volatile Organic Compounds (SVOC's), Parameters to be Tested in Soil, found in DEP's Short List of Petroleum Products, presently consisting of Fluorene, Anthracene, Phenanthrene, Pyrene, Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(a)pyrene, Indeno(1,2,3-c,d)pyrene and Benzo(g,h,i)perylene. The bid item for Short List SVOC's, soil will include any future additions by DEP to the SVOC Short List for soil. If analysis for the additional SVOC's will directly result in additional costs charged by the laboratory, then the price increase approval process described on Page 17, Section H, 4<sup>th</sup> paragraph of the Statement of Work may be followed.

2) **Liquids.**

- a. **Short List Volatile Organic Compounds (VOCs) – Liquids:** Volatile Organic Compounds (VOCs), Parameters to be Tested in Water, as specified in DEP’s Short List of Petroleum Products, presently consisting of Benzene, Toluene, Ethyl Benzene, Xylenes (total), Cumene (Isopropylbenzene), Naphthalene, Trimethylbenzene, 1,2,4-, Trimethylbenzene, 1,3,5-, Dichloroethane, 1,2- (EDC), and Methyl tert-butyl ether (MTBE). Dibromoethane, 1,2- (EDB) in water requires a different analytical method than other Short List VOC’s in water, and is therefore addressed under a different bid item. The bid item for Short List VOC’s, liquids will include any future additions by DEP to the VOC Short List for water. If analysis for the additional VOC’s will directly result in additional costs charged by the laboratory, then the price increase approval process described on Page 17, Section H, 4<sup>th</sup> paragraph of the Statement of Work may be followed.
- b. **Short List Semi Volatile Organic Compounds (SVOCs) – Liquids:** Semi Volatile Organic Compounds (SVOC’s), Parameters to be Tested in Water, found in DEP’s Short List of Petroleum Products, presently consisting of Fluorene, Anthracene, Phenanthrene, Pyrene, Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(a)pyrene, Indeno(1,2,3-c,d) pyrene, and Benzo(g,h,i)perylene. The bid item for Short List SVOC’s, liquids will include any future additions by DEP to the SVOC Short List for water. If analysis for the additional SVOC’s will directly result in additional costs charged by the laboratory, then the price increase approval process described on Page 15, Section H, 4<sup>th</sup> paragraph of the Statement of Work may be followed.

- 3) **Air.** Includes airborne asbestos testing as specified below, work site air emissions testing, and soil gas sample analysis.

**Asbestos.** Supplier and Subcontractor(s), if any, must possess and maintain, as per services needed, current NVLAP laboratory certification, for any services performed pertaining to asbestos related laboratory analysis work in the following manner:

Laboratories performing asbestos or airborne fiber analysis under this Contract shall adhere to NIST standards in the following manner:

- a. PCM (air) – Proficiency Analytical Testing Program with Proficient status  
NIST Handbook 150-13:2006
- b. TEM (air) – NVLAP  
NIST Handbook 150-13:2006
- c. PLM (bulk) – NVLAP  
NIST Handbook 150-3:2006

- I. **WASTE DISPOSAL SERVICES.** Temporary (on-site) storage, containers, loading, transportation, preparation of waste disposal documents, and off-site disposal of hazardous and non-hazardous wastes at a properly permitted facility. Services may include waste identification (characterization), excavation, containment and selective placement (in accordance with PennDOT Publication 408, current edition) of contaminated media on-site, such that the effected work area is returned to a Level D health and safety condition.

The awarded Supplier shall prepare and provide a completed copy of the Pennsylvania Hazardous Waste Manifest and Land Ban Notification for hazardous wastes and all applicable documents required for non-hazardous wastes (e.g. PA DEP Forms "U" and "FC-1"). Waste disposal cannot be performed until the applicable signed forms have been submitted to the proper regulatory agencies. For residual and municipal waste disposal, Supplier may sign Bills of Lading, but PennDOT will sign DEP Form 26R and Form U for submission to DEP, as applicable. For hazardous waste manifests, PennDOT will sign as the Generator, and Supplier will sign as the Offeror, as required by state and federal regulations.

PennDOT must receive, within ten (10) calendar days after disposal, detailed and legible uniform manifests (hazardous waste) or bills of lading (non-hazardous waste), as appropriate, that have been prepared, signed, and dated by an authorized person of the disposal/treatment facility certifying receipt of (and quantifying) the types of wastes to be disposed.

All waste transporters used under the Contract must provide, upon request, copies of valid permits appropriate for transportation for the types of wastes to be disposed.

All waste testing and analysis required by Federal and State laws for the proper disposal of wastes, shall be the responsibility of the Supplier, and shall be included in the unit costs for waste disposal.

All contaminated soil must be properly stored while awaiting sample analysis results. Drummed media, including site investigation derived waste, must be properly labeled and stored. Supplier must remove from the site, all contaminated soil requiring off-site treatment or disposal within fifteen (15) calendar days of receipt of sample analysis results.

- J. **HEALTH AND SAFETY.** The Supplier and Subcontractor's applicable personnel must have the appropriate Health and Safety training and medical monitoring, as specified by the following OSHA regulations:

- 1) 29 CFR 1910.120 (Hazardous Waste Operations & Emergency Response)
- 2) 29 CFR 1926.1101 (Asbestos Abatement)

The Supplier shall prepare, maintain, and implement project-specific Health & Safety Plans (HASP), which shall comply with the appropriate OSHA regulations. The HASP shall include, at a minimum, personnel protection equipment, worker training

and medical surveillance requirements, air and personnel monitoring, site control measures, decontamination procedures, confined space procedures (if applicable), emergency response plan, and hazard communication plan. The supplier may utilize their company/corporate health and safety Program as a base plan with site-specific addenda.

The Supplier shall provide a copy of the site-specific health and safety plan upon request by PennDOT. The development of the Supplier's site-specific health and safety plan is considered incidental to the work and shall be provided at no extra cost.

All personnel shall adhere to OSHA Standard 1910.120, App B, General Description and Discussion of the Levels of Protection and Protective Equipment.

The Supplier will not be reimbursed for any personal protective clothing and equipment required for performing work under this Contract.

16. **MOBILIZATION AND RESPONSE TIMES.** The awarded Supplier must be prepared to provide the services of this Contract twenty-four (24) hours per day, seven (7) days per week, including holidays. An eight (8) hour day includes normal work breaks, but does not include lunch.

PennDOT will contact the awarded Supplier to request new services. All known information of the situation will be provided to the Supplier. Upon notification by PennDOT, or within two (2) hours after arrival at the site, the awarded Supplier must accept the assignment, unless the Supplier can demonstrate that they do not have the necessary personnel or equipment to adequately respond, or complete the proposed work. Refusal of two (2) consecutive services or consistent failure to respond within the allowable time frames (non-emergency or rapid responses) may, at the discretion of DGS, place the Supplier in default and cancel the contract. Consistent failure shall be defined as "not responding within the allowed response time on two occasions".

There are two different types of response times within the scope of services under this Contract: Normal Response (non-emergency) and Rapid Response (emergency). **All services shall be deemed Normal Response unless otherwise indicated.** If the services required are deemed Rapid Response, the Supplier shall respond in accordance with the Rapid Response guidelines listed herein. In the past, approximately fifty percent (50%) of purchase orders were for Rapid Response.

- A. **NORMAL RESPONSE.** The Supplier must report to the site to conduct a preliminary assessment of the situation within seventy-two (72) hours of notification or as otherwise directed by the PennDOT designated representative.

- 1) **Technical & Cost Proposal.** After the preliminary assessment, the Supplier must prepare a Technical and Cost Proposal. Development of the proposal will often require PennDOT to provide the Supplier with state and federal prevailing wage data beforehand and such rates shall be included in any resulting purchase orders.

The Technical and Cost Proposal shall include:

- a. All labor, equipment, materials, incidentals, and disposal/treatment cost required to address the identified problem and return the site to an accepted health and safety condition, as per 1910.120, App B, General Description and Discussion of the Levels of Protection and Protective Equipment;
  - b. A description of the work to be completed, by task;
  - c. A site-specific health and safety plan;
  - d. The total estimated costs to complete the work, in accordance with the awarded bid prices; and
  - e. A project schedule.
- 2) For projects involving highway construction, the Supplier must prepare a work schedule, which must indicate the areas within the construction project limits that will be affected by the Supplier's testing, monitoring, or remediation of waste(s), and the estimated dates and duration of the required activities, in order to determine the effect upon the construction work schedule.
  - 3) Upon receipt and evaluation of the Technical and Cost Proposal, PennDOT will issue a Purchase Order based upon the proposal for the requested services. The Purchase Order shall be the Supplier's "notice to proceed" for services.
  - 4) For all Normal Responses, unless otherwise directed by PennDOT, Supplier will coordinate field activities with the facility or project manager at least forty-eight (48) hours before the start of field activities.
  - 5) Following completion of the work, the Supplier submits an invoice to the Comptroller and simultaneously submits a Confirmation of Services Form (COSF), [which shall be an agreed upon format to be determined upon contract award], as well as any supporting documentation, to the agency purchaser in order to make any adjustments to the Purchase Order items and/or quantities and initiate payment.

**The awarded Supplier shall be allowed paid travel and/or per diem expenses for Normal Responses as applicable per Commonwealth Management Directive 230.10.**

- B. **RAPID RESPONSE**. The Supplier must initiate mobilization to the work site within two (2) hours or as otherwise directed by the PennDOT designated representative upon notification of the need for a "rapid response". "Mobilize to the work site within two (2) hours" means the Supplier must be en route to the site with personnel, materials, and/or equipment necessary to conduct any adequate response determined by the PennDOT designated representative. The Supplier must arrive at the site within five (5) hours or as otherwise directed by the PennDOT designated representative of the initial notification.



- 1) There is no preliminary assessment and/or Technical & Cost Proposal to be submitted with rapid response projects.
- 2) The Supplier cannot proceed with mobilization until a Purchase Order marked “*Draft Copy – Not For Issue*” is received by the Supplier, which shall serve as the “Notice to Proceed”.
  - a. Under extenuating circumstances, such as an emergency response occurring on a weekend and/or in cases where a draft purchase order cannot be created, a verbal notice to proceed will be permitted. Agency user must create the draft copy of the purchase order within forty-eight (48) hours after verbal notice.
- 3) The PennDOT designated representative will determine and notify the Supplier’s on-site representative, if the rapid response situation is warranted beyond the initial 5-hour period. When the PennDOT designated representative determines a rapid response situation no longer exists, Supplier shall cease all work. If it is determined that additional work of a non-emergency nature is required, “Technical and Cost Proposal Estimate” development procedures for a Normal Response must be followed.
- 4) For projects involving highway construction, the Supplier shall prepare a work schedule, which shall indicate the areas within the construction project limits that will be affected by the Supplier’s testing, monitoring, or remediation of waste(s), and the estimated dates and duration of the required activities, in order to determine the effect on the construction work schedule.
- 5) Following completion of the work, the Supplier will submit a Confirmation of Services Form, as well as any supporting documentation to the agency purchaser for review.
- 6) Upon verification of the Confirmation of Services Form, the agency purchaser will complete the draft copy of the purchase order. After the purchase order is fully executed, the Supplier will submit an invoice to Comptroller. The Supplier will be compensated at the Rapid Response “emergency” labor rate(s). The Supplier will be compensated for all non-labor items at the applicable established contract price. **The awarded Supplier shall be allowed paid travel and/or per diem expenses for Rapid Responses as applicable per Commonwealth Management Directive 230.10.**

17. **PRICING:** Bidders must submit pricing in **Appendix A – Bid Item Sheet** of this IFB. Estimated quantities of usage are included for each bid item and unit of measure. Pricing must include all taxes, fringe benefits, overhead and profit. Pricing must be entered for ALL bid items or the bid may be rejected. If the Bidder wishes to provide a line item at no cost, **\$0.00** must be entered for the line item. A blank bid item may be cause for rejection.

**Emergency Labor Rates.** Emergency Labor Rate(s) under the Contract are not applicable for Senior Staff Professional classifications, except for the Project Manager when required to be on site. For Senior Staff required to be on site in emergencies, the Supplier will be compensated at the applicable Regular Senior Staff Labor Rates.

For Project Staff Professionals and Assistant Staff Professionals, Bidders are required to provide both Regular Labor Rates and Emergency Labor Rates. If the Bidder wishes to provide a line item at no cost, **\$0.00** must be entered for the line item. A blank bid item may be cause for rejection.

**Waste Disposal Services.** Due to fluctuating cost for waste disposal, Bidders shall enter the percentage mark-up they will be charging in addition to the actual cost. If the Bidder wishes to provide a line item at no markup in addition to the cost, **0.00%** must be entered for the line item. A blank bid item may be cause for rejection.

**Note:** **Appendix A - Bid Item Sheet** shows extended total amounts, they are the Estimated Quantity times the Estimated Amount before the Bidders markup.

Description of Service	Estimated Cost	Estimated Quantity	Unit of Measure	Cost + %	Extended Cost
Residual Waste	\$150.00	11,000	Ton	5.00%	\$1,732,500.00

**Prevailing Wage Rates.** Because Prevailing Wage rates and applicability cannot be determined at the time of bidding, Bidders should **not** include Prevailing Wage rates as part of **Appendix A - Bid Item Sheet**.

Recognizing there may be an increase to the awarded Supplier when Prevailing Wage rates do apply, these additional costs should be included in the Technical & Cost Proposal and those additional costs will be reflected on any resulting Purchase Orders as Non-Bid Item(s).

**Non-Bid Items.** There are five (5) Non-Bid Items covered under this Contract (Travel, Subsistence, Lodging, Mileage and Miscellaneous Services/Equipment/Tools). Supplier will be reimbursed as per Commonwealth Management Directive 230.10, with the exception of Miscellaneous Services/Equipment/Tools, which shall be billed at cost (no mark-up). These items are not included in **Appendix A - Bid Item Sheet**.

**18. MONTHLY STATUS REPORTS:** The awarded Supplier will furnish an electronic report no later than the fifteenth calendar day after the end of each month. The awarded Supplier shall e-mail the reports to Commonwealth individual(s) to be determined upon Contract award. On each report, Supplier must include the below project status information for each month covered by the report:

- Purchase Order Number
- Supplier’s project number (if applicable)
- County in which work is being performed

- Project Name
- Project Type
- PennDOT District
- Confirmation of Services Form (COSF) Recipient individual(s) within PennDOT who should receive copie(s) of COSF's.
- Original Work Order Amount
- Total Amount Contracted
- Number of Invoices to Date
- Amount Invoiced to Date
- Percentage of Work Complete
- Bond Number
- Project Validity Start Date
- Project Validity End Date
- Comments

19. **DOCUMENT(S) TO BE RETURNED:** The following documents must be returned with your bid response, failure to return these documents could result in rejection of your bid:

- Eligibility Requirement documents as described in Section 7  
**Appendix D** - *Checklist provided as a guide*
- **Appendix A - Bid Item Sheet**

20. **TERMS AND CONDITIONS:** Section I.10 IFB-031.1 Alternates (Oct 2013), Page 4-5 should be removed in its entirety as it is related to Materials and not Services.