



FULLY EXECUTED - CHANGE 8
Contract Number: 4400015716
Original Contract Effective Date: 05/25/2016
Contract Change Date: 08/10/2022
Valid From: 08/01/2016 To: 12/31/2022

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 152776

Purchasing Agent

Name: Kujat Maurice
Phone: 717-346-2671
Fax: 717-346-3820

Supplier Name/Address:
SKELLY AND LOY INC
449 EISENHOWER BLVD STE 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593
Supplier Fax Number: 717-232-1799

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
Environmental Remediation

Payment Terms
NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

**FULLY EXECUTED - CHANGE 8**

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 08/10/2022

Valid From: 08/01/2016 To: 12/31/2022

Supplier Name:

SKELLY AND LOY INC

Header Text

August 10, 2022 - Contract extended to 12.31.2022. Terms & Conditions and existing pricing remain unchanged.

April 19, 2022 Per § V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006) The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same Terms and Conditions.

With this extension of the contract term, contract 4400015716 end date will be extended from June 30, 2022, to September 30, 2022. The purpose of this extension is to permit for a thorough review and award of the Environmental Remediation Services 6100052061 Request for Proposal (RFP) to establish a replacement contract for the existing contract.

October 2021: An Emergency Procurement (EP) extension was approved (20427_1) that extends this contract thru June 30, 2022. With this EP extension is a 4% increase on bid items and pricing will be updated in the MSCC system and on the contract overview to reflect.

February 2021: An Emergency Procurement was approved (20427) that extends this contract thru December 31, 2021.

January 2021: Effective January 16, 2021, an asbestos abatement notification fee imposed by the PA Department of Environmental Protection (DEP) as announced in the PA Bulletin is allowable as a non-bid miscellaneous item on this contract per the Asbestos Abatement section of the Statement of Work, Page 16 - "All asbestos abatement will be in accordance with all applicable federal, state, and local laws and regulations." This fee may be 'passed through' by the Supplier at cost. This change is also noted in MSCC.

May 2020: This contract is renewed for one year: July 1, 2020 through June 30, 2021 with a 4% increase on original bid items to include cost plus markup on bid items 223-231 (not to include non-bid items referenced on page 24 of the SOW). SJP

PennDOT - ***IMPORTANT This is an MSCC contract. To effectively use the contract in two different Fiscal Years there are two sets of pricing for each line item in MSCC: One set is valid from July 1, 2019 thru June 30, 2020 and is noted in the Short and Long Description columns as "Expires 06/30/2020". The second set of pricing reflects the price increase which coincides with the renewal period of July 1, 2020 thru June 30, 2021 and is noted in the Short and Long Description columns as "Effective 07/01/2020".

SUPPLIER Contact Info:

Skelly and Loy, Inc.

449 Eisenhower Boulevard, Suite 300

Harrisburg, PA 17111

CONTACT: Mark Ios or Rob Rowley

PHONE: 717-232-0593

EMAIL: mioos@skellyloy.com or rrowley@skellyloy.com

EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

FULLY EXECUTED - CHANGE 7 - REPRINT

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 04/19/2022

Valid From: 08/01/2016 To: 09/30/2022

Your SAP Vendor Number with us: 152776

Purchasing Agent

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Phone: 717-346-2671

Fax: 717-346-3820

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Supplier Fax Number: 717-232-1799

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Contract Name:

Environmental Remediation

Payment Terms

NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 7 - REPRINT**

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 04/19/2022

Valid From: 08/01/2016 To: 09/30/2022

Supplier Name:

SKELLY AND LOY INC

Header Text

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With this extension of the contract term, contract 4400015716 end date will be extended from June 30, 2022, to September 30, 2022. The purpose of this extension is to permit for a thorough review and award of the Environmental Remediation Services 6100052061 Request for Proposal (RFP) to establish a replacement contract for the existing contract.

October 2021: An Emergency Procurement (EP) extension was approved (20427_1) that extends this contract thru June 30, 2022. With this EP extension is a 4% increase on bid items and pricing will be updated in the MSCC system and on the contract overview to reflect.

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EMAIL: mioos@skellyloy.com or rrowley@skellyloy.com

EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 6
Contract Number: 4400015716
Original Contract Effective Date: 05/25/2016
Contract Change Date: 10/13/2021
Valid From: 08/01/2016 To: 06/30/2022

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 152776

Purchasing Agent

Name: Pickering Shelbie
Phone: 717-703-2947
Fax: 717 346-3820

Supplier Name/Address:
SKELLY AND LOY INC
449 EISENHOWER BLVD STE 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593
Supplier Fax Number: 717-232-1799

Please Deliver To:

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Contract Name:
Environmental Remediation

Payment Terms
NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 6
Contract Number: 4400015716
Original Contract Effective Date: 05/25/2016
Contract Change Date: 10/13/2021
Valid From: 08/01/2016 To: 06/30/2022

Supplier Name:
SKELLY AND LOY INC

Header Text

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PHONE: 717-232-0593
EMAIL: mioos@skellyloy.com or rrowley@skellyloy.com

EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



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FULLY EXECUTED - CHANGE 5 - REPRINT

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 02/04/2021

Valid From: 08/01/2016 To: 12/31/2021

Your SAP Vendor Number with us: 152776

Purchasing Agent

Name: Pickering Shelbie

Phone: 717-703-2947

Fax: 717 346-3820

Supplier Name/Address:

SKELLY AND LOY INC
449 EISENHOWER BLVD STE 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593

Supplier Fax Number: 717-232-1799

Please Deliver To:

To be determined at
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unless specified below.

Contract Name:

Environmental Remediation

Payment Terms

NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

**FULLY EXECUTED - CHANGE 5 - REPRINT**

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 02/04/2021

Valid From: 08/01/2016 To: 12/31/2021

Supplier Name:

SKELLY AND LOY INC

Header Text

February 2021: An Emergency Procurement was approved that extends this contract thru December 31, 2021.

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PHONE: 717-232-0593

EMAIL: mioos@skellyloy.com or rrowley@skellyloy.com

EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
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Your SAP Vendor Number with us: 152776

Supplier Name/Address:

SKELLY AND LOY INC
449 EISENHOWER BLVD STE 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593

Supplier Fax Number: 717-232-1799

Contract Name:

Environmental Remediation

FULLY EXECUTED - CHANGE 4 - REPRINT

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 01/27/2021

Valid From: 08/01/2016 To: 06/30/2021

Purchasing Agent

Name: Pickering Shelbie

Phone: 717-703-2947

Fax: 717 346-3820

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms

NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 4 - REPRINT

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 01/27/2021

Valid From: 08/01/2016 To: 06/30/2021

Supplier Name:

SKELLY AND LOY INC

Header Text

January 2021: Effective January 16, 2021, an asbestos abatement notification fee imposed by the PA Department of Environmental Protection (DEP) as announced in the PA Bulletin is allowable as a non-bid miscellaneous item on this contract per the Asbestos Abatement section of the Statement of Work, Page 16 - "All asbestos abatement will be in accordance with all applicable federal, state, and local laws and regulations." This fee may be 'passed through' by the Supplier at cost. This change is also noted in MSCC.

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EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



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FULLY EXECUTED - CHANGE 3
Contract Number: 4400015716
Original Contract Effective Date: 05/25/2016
Contract Change Date: 05/20/2020
Valid From: 08/01/2016 To: 06/30/2021

Your SAP Vendor Number with us: 152776

Purchasing Agent

Name: Pickering Shelbie
Phone: 717-703-2947
Fax: 717 346-3820

Supplier Name/Address:
SKELLY AND LOY INC
449 EISENHOWER BLVD STE 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593
Supplier Fax Number: 717-232-1799

Please Deliver To:

To be determined at
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Contract Name:
Environmental Remediation

Payment Terms
NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 3

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 05/20/2020

Valid From: 08/01/2016 To: 06/30/2021

Supplier Name:

SKELLY AND LOY INC

Header Text

May 2020: This contract is renewed for one year: July 1, 2020 through June 30, 2021 with a 4% increase on original bid items to include cost plus markup on bid items 223-231 (not to include non-bid items referenced on page 24 of the SOW). SJP

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EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:



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FULLY EXECUTED - CHANGE 2 -

Contract Number: 4400015716
Original Contract Effective Date: 05/25/2016
Contract Change Date: 04/08/2019
Valid From: 08/01/2016 To: 06/30/2020

Your SAP Vendor Number with us: 152776

Purchasing Agent

Name: Pickering Shelbie
Phone: 717-703-2947
Fax: 717 346-3820

Supplier Name/Address:
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Payment Terms
NET 30

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Issuance Date: 04/19/2016

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 2 -

Contract Number: 4400015716

Original Contract Effective Date: 05/25/2016

Contract Change Date: 04/08/2019

Valid From: 08/01/2016 To: 06/30/2020

Supplier Name:

SKELLY AND LOY INC

Header Text

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EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

No further information for this Contract

Information:

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
LABOR (STANDARD RATE) - SENIOR STAFF PROFESSIONALS				
1	Contract Administrator	Hour	\$ 0.01	\$ 0.01
2	Project Manager	Hour	\$ 150.00	\$ 156.00
3	Sr. Geologist/Hydrogeologist	Hour	\$ 115.00	\$ 119.60
4	Sr. Civil/Geotechnical Engineer	Hour	\$ 0.01	\$ 0.01
5	Sr. Environmental/Sanitary Engineers	Hour	\$ 70.00	\$ 72.80
6	Sr. Chemist/Environmental Chemist	Hour	\$ 0.01	\$ 0.01
LABOR (STANDARD RATE) - PROJECT STAFF PROFESSIONALS				
7	Site Health & Safety Officer	Hour	\$ 0.01	\$ 0.01
8	Geologist/Hydrogeologist	Hour	\$ 0.01	\$ 0.01
9	Technician, Hazardous Materials	Hour	\$ 0.01	\$ 0.01
10	Civil/Geotechnical Engineers	Hour	\$ 0.01	\$ 0.01
11	Environmental/Sanitary Engineers	Hour	\$ 0.01	\$ 0.01
12	Chemist/Environmental Chemist	Hour	\$ 0.01	\$ 0.01
13	Certified Industrial Hygienist/Health Professional	Hour	\$ 0.01	\$ 0.01
14	Environmental Scientist	Hour	\$ 90.00	\$ 93.60
LABOR (STANDARD RATE) - ASSISTANT STAFF PROFESSIONALS				
15	Clerical/Secretarial Personnel	Hour	\$ 52.00	\$ 54.08
16	Draftsperson/CADD Operator	Hour	\$ 75.00	\$ 78.00
17	Survey Crew: Includes PA Certified Surveyor	Hour	\$ 100.00	\$ 104.00
18	Geologist/Hydrogeologist	Hour	\$ 0.01	\$ 0.01
19	Civil/Geotechnical Engineers	Hour	\$ 0.01	\$ 0.01
20	Environmental/Sanitary Engineers	Hour	\$ 0.01	\$ 0.01
21	Chemist/Environmental Chemist	Hour	\$ 0.01	\$ 0.01
22	Environmental Scientist	Hour	\$ 70.00	\$ 72.80
23	Technician, Hazardous Materials	Hour	\$ 0.01	\$ 0.01
24	Lead-Based Paint Inspector-Technician	Hour	\$ 50.00	\$ 52.00
LABOR (EMERGENCY RATE) - PROJECT STAFF PROFESSIONALS				
25	Project Manager	Hour	\$ 0.01	\$ 0.01

26	Field Supervisor/Supervisor	Hour	\$ 0.01	\$ 0.01
27	Industrial Hygienist/Health Professional	Hour	\$ 0.01	\$ 0.01
28	Health & Safety Officer	Hour	\$ 0.01	\$ 0.01
29	Technician, Hazardous Materials	Hour	\$ 0.01	\$ 0.01
30	Geologist/Hydrogeologist	Hour	\$ 0.01	\$ 0.01
31	Civil/Geotechnical Engineers	Hour	\$ 0.01	\$ 0.01

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
32	Environmental/Sanitary Engineers	Hour	\$ 0.01	\$ 0.01
33	Chemist/Environmental Chemist	Hour	\$ 0.01	\$ 0.01
34	Environmental Scientist	Hour	\$ 90.00	\$ 93.60

LABOR (EMERGENCY RATE) - ASSISTANT STAFF PROFESSIONALS: Please note that emergency labor rates do not apply to Senior Staff Professionals, except for the Project Manager (when required to be on site). Rates for Senior Staff Professionals required to be on site in emergencies will default to the regular senior staff labor rate. Rates for Project Staff Professionals and Assistant Staff Professionals for which emergency labor rates have not been provided will default to the regular labor rates.

35	Geologist/Hydrogeologist	Hour	\$ 0.01	\$ 0.01
36	Civil/Geotechnical Engineers	Hour	\$ 0.01	\$ 0.01
37	Environmental/Sanitary Engineers	Hour	\$ 0.01	\$ 0.01
38	Chemist/Environmental Chemist	Hour	\$ 0.01	\$ 0.01
39	Lead-Based Paint Inspector-Technician	Hour	\$ 50.00	\$ 52.00
40	Environmental Scientist	Hour	\$ 60.00	\$ 62.40
41	Technician, Hazardous Materials	Hour	\$ 0.01	\$ 0.01

LABORATORY ANALYSIS - PA DEP SHORT LIST - SOIL/SEDIMENT/DEBRIS: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of-custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Soil/sediment/debris sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

42	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) -	Test	\$ 36.75	\$ 38.22
43	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) -	Test	\$ 40.43	\$ 42.04
44	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) -	Test	\$ 55.13	\$ 57.33
45	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) -	Test	\$ 68.25	\$ 70.98
46	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) -	Test	\$ 75.08	\$ 78.08

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
47	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) -	Test	\$ 102.38	\$ 106.47
48	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, Normal Time	Test	\$ 31.50	\$ 32.76
49	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, 1 Week	Test	\$ 34.65	\$ 36.04
50	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, 24-48 Hours	Test	\$ 47.25	\$ 49.14
51	Target Compound Volatile Organics - Soil Test, Normal Time	Test	\$ 57.75	\$ 60.06
52	Target Compound Volatile Organics - Soil Test, 1 Week	Test	\$ 63.53	\$ 66.07
53	Target Compound Volatile Organics - Soil Test, 24-48 Hours	Test	\$ -	\$ -
54	Target Compound SemiVolatile Organics - Soil Test, Normal Time	Test	\$ 93.45	\$ 97.19

55	Target Compound SemiVolatile Organics - Soil Test, 1 Week	Test	\$ 102.80	\$ 106.91
56	Target Compound SemiVolatile Organics - Soil Test, 24-48 Hours	Test	\$ -	\$ -
57	Priority Pollutant Metals (Inorganics) - Soil Test, Normal Time	Test	\$ 69.30	\$ 72.07
58	Priority Pollutant Metals (Inorganics) - Soil Test, 1 Week	Test	\$ 76.23	\$ 79.28
59	Priority Pollutant Metals (Inorganics) - Soil Test, 24-48 Hours	Test	\$ -	\$ -
60	Target Analyte List (Inorganics/Metals) - Soil Test, Normal Time	Test	\$ 88.20	\$ 91.73
61	Target Analyte List (Inorganics/Metals) - Soil Test, 1 Week	Test	\$ 97.02	\$ 100.90
62	Target Analyte List (Inorganics/Metals) - Soil Test, 24-48 Hours	Test	\$ -	\$ -
63	Total Lead - Soil Test, Normal Time	Test	\$ 8.40	\$ 8.74
64	Total Lead - Soil Test, 1 Week	Test	\$ 9.24	\$ 9.61
65	Total Lead - Soil Test, 24-48 Hours	Test	\$ 12.60	\$ 13.10
66	Pesticides/Herbicides - Soil Test, Normal Time	Test	\$ 141.75	\$ 147.42
67	Pesticides/Herbicides - Soil Test, 1 Week	Test	\$ 155.93	\$ 162.16

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
68	Pesticides/Herbicides - Soil Test, 24-48 Hours	Test	\$ -	\$ -
69	PCB Bulk Sample - Soil Test, Normal Time	Test	\$ 42.00	\$ 43.68
70	PCB Bulk Sample - Soil Test, 1 Week	Test	\$ 46.20	\$ 48.05
71	PCB Bulk Sample - Soil Test, 24-48 Hours	Test	\$ -	\$ -
72	Polynuclear Aromatic Hydrocarbons - Soil Test, Normal Time	Test	\$ -	\$ -
73	Polynuclear Aromatic Hydrocarbons - Soil Test, 1 Week	Test	\$ -	\$ -

74	Polynuclear Aromatic Hydrocarbons - Soil Test, 24-48 Hours	Test	\$ -	\$ -
75	Hazardous Characteristics/Ignitability - Soil Test, Normal Time	Test	\$ 15.75	\$ 16.38
76	Hazardous Characteristics/Ignitability - Soil Test, 1 Week	Test	\$ 17.33	\$ 18.02
77	Hazardous Characteristics/Ignitability - Soil Test, 24-48 Hours	Test	\$ -	\$ -
78	Hazardous Characteristics/Reactivity - Soil Test, Normal Time	Test	\$ 31.50	\$ 32.76
79	Hazardous Characteristics/Reactivity - Soil Test, 1 Week	Test	\$ 34.65	\$ 36.04
80	Hazardous Characteristics/Reactivity - Soil Test, 24-48 Hours	Test	\$ -	\$ -
81	Hazardous Characteristics/Corrosivity - Soil Test, Normal Time	Test	\$ 8.40	\$ 8.74
82	Hazardous Characteristics/Corrosivity - Soil Test, 1 Week	Test	\$ 9.24	\$ 9.61
83	Hazardous Characteristics/Corrosivity - Soil Test, 24-48 Hours	Test	\$ -	\$ -
84	TCLP/Metals - Soil Test, Normal Time	Test	\$ 73.50	\$ 76.44
85	TCLP/Metals - Soil Test, 1 Week	Test	\$ 80.85	\$ 84.08
86	TCLP/Volatiles - Soil Test, Normal Time	Test	\$ 78.75	\$ 81.90
87	TCLP/Volatiles - Soil Test, 1 Week	Test	\$ 86.63	\$ 90.09
88	TCLP/SemiVolatiles - Soil Test, Normal Time	Test	\$ 105.00	\$ 109.20

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
89	TCLP/SemiVolatiles - Soil Test, 1 Week	Test	\$ 115.50	\$ 120.12
90	Full TCLP - Soil Test, Normal Time	Test	\$ 378.00	\$ 393.12
91	Full TCLP - Soil Test, 1 Week	Test	\$ -	\$ -
92	Synthetic Precipitation Leaching Procedure/Method 1312 - Soil Test, Normal Time	Test	\$ -	\$ -

93	Synthetic Precipitation Leaching Procedure/Method 1312 - Soil Test, 1 Week	Test	\$ -	\$ -
94	ASTM Leaching Procedure - Soil Test, Normal Time	Test	\$ -	\$ -
95	ASTM Leaching Procedure - Soil Test, 1 Week	Test	\$ -	\$ -
96	Full Priority Pollutant List - Soil Test, Normal Time	Test	\$ -	\$ -
97	Full Priority Pollutant List - Soil Test, 1 Week	Test	\$ -	\$ -
98	Full Priority Pollutant List - Soil Test, 24-48 Hours	Test	\$ -	\$ -
99	Total Organic Halogens (TOX) - Soil Test, Normal Time	Test	\$ 47.25	\$ 49.14
100	Total Organic Halogens (TOX) - Soil Test, 1 Week	Test	\$ 51.98	\$ 54.05
101	Total Organic Halogens (TOX) - Soil Test, 24-48 Hours	Test	\$ 70.88	\$ 73.71
102	Bulk Asbestos by PLM - Soil Test, Normal Time	Test	\$ 5.75	\$ 5.98
103	Bulk Asbestos by PLM - Soil Test, 1 Week	Test	\$ 6.75	\$ 7.02
104	Bulk Asbestos by PLM - Soil Test, 24-48 Hours	Test	\$ 9.50	\$ 9.88
105	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) -	Test	\$ 26.25	\$ 27.30
106	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) -	Test	\$ 28.88	\$ 30.03
107	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) -	Test	\$ 39.38	\$ 40.95
108	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, Normal Time	Test	\$ 33.60	\$ 34.94
109	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, 1 Week	Test	\$ 36.96	\$ 38.44

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
110	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, 24-48 Hours	Test	\$ 50.40	\$ 52.42
111	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, Normal Time	Test	\$ 33.60	\$ 34.94

112	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, 1 Week	Test	\$ 36.96	\$ 38.44
113	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, 24-48 Hours	Test	\$ 50.40	\$ 52.42
114	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, Normal Time	Test	\$ -	\$ -
115	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, 1 Week	Test	\$ -	\$ -
116	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, 24-48 Hours	Test	\$ -	\$ -
117	Total Solids - Soil Test, Normal Time	Test	\$ 5.25	\$ 5.46
118	Total Solids - Soil Test, 1 Week	Test	\$ 5.78	\$ 6.01
119	Total Solids - Soil Test, 24-48 Hours	Test	\$ 7.88	\$ 8.19
120	pH - Soil Test, Normal Time	Test	\$ 5.25	\$ 5.46
121	pH - Soil Test, 1 Week	Test	\$ 5.78	\$ 6.01
122	pH - Soil Test, Soil Test, 24-48 Hours	Test	\$ -	\$ -

LABORATORY ANALYSIS - PA DEP SHORT LIST - LIQUIDS: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of-custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Liquid sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

123	PA DEP SHORT LIST - Volatile Organic Compounds (VOC)- LIQUIDS - Turnaround Time: Normal Time	Test	\$ 26.25	\$ 27.30
124	PA DEP SHORT LIST - Volatile Organic Compounds (VOC)- LIQUIDS - Turnaround Time: 1 Week	Test	\$ 28.88	\$ 30.03

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
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125	PA DEP SHORT LIST - Volatile Organic Compounds (VOC)- LIQUIDS - Turnaround Time: 24-48 Hours	Test	\$ 39.38	\$ 40.95
126	PA DEP SHORT LIST - Semi-Volatile Organic Compounds (SVOC)- LIQUIDS - Turnaround Time: Normal Time	Test	\$ 63.00	\$ 65.52
127	PA DEP SHORT LIST - Semi-Volatile Organic Compounds (SVOC) LIQUIDS - Turnaround Time: 1 Week	Test	\$ -	\$ -
128	PA DEP SHORT LIST - Semi-Volatile Organic Compounds (SVOC)- LIQUIDS - Turnaround Time: 24-48 Hours	Test	\$ -	\$ -
129	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: Normal Time	Test	\$ 31.50	\$ 32.76
130	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: 1 Week	Test	\$ 34.65	\$ 36.04
131	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: 24-48 Hours	Test	\$ 47.25	\$ 49.14
132	Dissolved Lead - Liquid Test, Normal Time	Test	\$ 8.40	\$ 8.74
133	Dissolved Lead - Liquid Test, 1 Week	Test	\$ 9.24	\$ 9.61
134	Dissolved Lead - Liquid Test, 24-48 Hours	Test	\$ 12.60	\$ 13.10
135	Pesticides/Herbicides - Liquid Test, Normal Time	Test	\$ -	\$ -
136	Pesticides/Herbicides - Liquid Test, 1 Week	Test	\$ -	\$ -
137	Pesticides/Herbicides - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
138	Polychlorinated Biphenyls (PCBs) - Liquid Test, Normal Time	Test	\$ -	\$ -
139	Polychlorinated Biphenyls (PCBs) - Liquid Test, 1 Week	Test	\$ 51.98	\$ 54.05
140	Polychlorinated Biphenyls (PCBs) - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
141	Polynuclear Aromatic Hydrocarbons - Liquid Test, Normal Time	Test	\$ -	\$ -
142	Polynuclear Aromatic Hydrocarbons - Liquid Test, 1 Week	Test	\$ -	\$ -
143	Polynuclear Aromatic Hydrocarbons - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
144	Hazardous Characteristics/Ignitability - Liquid Test, Normal Time	Test	\$ -	\$ -
145	Hazardous Characteristics/Ignitability - Liquid Test, 1 Week	Test	\$ 17.33	\$ 18.02

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
146	Hazardous Characteristics/Ignitability - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
147	Hazardous Characteristics/Reactivity - Liquid Test, Normal Time	Test	\$ -	\$ -
148	Hazardous Characteristics/Reactivity - Liquid Test, 1 Week	Test	\$ -	\$ -
149	Hazardous Characteristics/Reactivity - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
150	Hazardous Characteristics/Corrosivity - Liquid Test, Normal Time	Test	\$ -	\$ -
151	Hazardous Characteristics/Corrosivity - Liquid Test, 1 Week	Test	\$ 9.24	\$ 9.61
152	Hazardous Characteristics/Corrosivity - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
153	Total Organic Halogens (TOX) - Liquid Test, Normal Time	Test	\$ -	\$ -
154	Total Organic Halogens (TOX) - Liquid Test, 1 Week	Test	\$ -	\$ -
155	Total Organic Halogens (TOX) - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
156	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPHGRO) -	Test	\$ -	\$ -
157	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPHGRO) -	Test	\$ -	\$ -
158	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPHGRO) -	Test	\$ -	\$ -
159	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, Normal Time	Test	\$ -	\$ -
160	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, 1 Week	Test	\$ -	\$ -
161	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
162	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, Normal Time	Test	\$ 33.60	\$ 34.94
163	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, 1 Week	Test	\$ 36.96	\$ 38.44
164	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, 24-48 Hours	Test	\$ 50.40	\$ 52.42

165	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, Normal Time	Test	\$ 25.20	\$ 26.21
166	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, 1 Week	Test	\$ -	\$ -

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
167	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, 24-48 Hours	Test	\$ -	\$ -
168	pH - Liquid Test, Normal Time	Test	\$ 5.25	\$ 5.46
169	pH - Liquid Test, 1 Week	Test	\$ -	\$ -
170	pH - Liquid Test, 24-48 Hours	Test	\$ -	\$ -

LAB ANALYSIS - Air: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Air sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

171	Volatile Organic Compounds (TO/15) - Air Test, Normal Time	Test	\$ 136.50	\$ 141.96
172	Volatile Organic Compounds (TO/15) - Air Test, 1 Week	Test	\$ 150.15	\$ 156.16
173	Volatile Organic Compounds (TO/15) - Air Test, 24-48 Hours	Test	\$ -	\$ -
174	Semi/Volatile Organic Compounds (TO/13A) - Air Test, Normal Time	Test	\$ -	\$ -
175	Semi/Volatile Organic Compounds (TO/13A) - Air Test, 1 Week	Test	\$ -	\$ -
176	Semi/Volatile Organic Compounds (TO/13A) - Air Test, 24-48 Hours	Test	\$ -	\$ -
177	Airborne Asbestos by TEM - Air Test, Normal Time	Test	\$ -	\$ -

178	Airborne Asbestos by TEM - Air Test, 1 Week	Test	\$ -	\$ -
179	Airborne Asbestos by TEM - Air Test, 24-48 Hours	Test	\$ 50.50	\$ 52.52
180	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, Normal Time	Test	\$ -	\$ -
181	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, 1 Week	Test	\$ 1.25	\$ 1.30

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
182	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, 24-48 Hours	Test	\$ 7.75	\$ 8.06

HEALTH AND SAFETY EQUIPMENT:

183	Additional Labor Premium for Level B Work This shall include all necessary PPE (i.e. chemical resistant clothing/tyvek pressure demand SCBA or airline respirator communications device personal	Hour	\$ 25.00	\$ 26.00
184	Additional Labor Premium for Level C Work This shall include all necessary PPE (i.e. chemical resistant clothing/tyvek respirator & cartridges communication device personal contaminant monitoring	Hour	\$ 25.00	\$ 26.00

GENERAL EQUIPMENT: Hand tools and small power tools, for purposes of this contract, are considered to be included in the bid prices for labor classifications. Soil/sediment/debris and liquid sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services.

Note: Ice for sample storage and transport is considered a preservative, and is not billable under this Contract.

185	Explosion Proof Lighting	Day	\$ 10.00	\$ 10.40
186	Photo Ionization Detector (PID)	Day	\$ 80.00	\$ 83.20
187	Flame Ionization Detector (FID)	Day	\$ -	\$ -
188	Combustible Gas Indicator/Oxygen Meter	Day	\$ 80.00	\$ 83.20
189	Specific Conductance Meter/pH Meter	Day	\$ -	\$ -
190	Water Level Meter (Interface Probe)	Day	\$ 50.00	\$ 52.00
191	Multi Parameter Water Quality Meter to support low flow groundwater sampling	Day	\$ 100.00	\$ 104.00

192	Steam Pressure Washer	Day	\$ -	\$ -
193	Data Logger (including Field Computer)	Day	\$ -	\$ -
194	Digital Camera	Day	\$ -	\$ -
195	Decon Trailer	Day	\$ -	\$ -
196	Water Storage Pool with 30 mil thick liner (1,000-5,000 gallon capacity)	Day	\$ -	\$ -
197	85 gallon overpack (DOT 17H)	Each	\$ -	\$ -

Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
198	110 gallon overpack (DOT 17H)	Each	\$ -	\$ -
199	Power Generator for field sampling activities	Day	\$ 25.00	\$ 26.00
200	Geoprobe or equivalent with all necessary tools supplies and labor	Day	\$ 700.00	\$ 728.00
201	GPR & Magnetometer Survey to include all equipment materials labor and documentation Contractor shall assume survey area to be	Day	\$ 650.00	\$ 676.00
202	Buried Pipe/Metal Detector	Day	\$ -	\$ -
203	Well Sampling Field Consumables	Each	\$ 30.00	\$ 31.20
204	Diaphragm Pump (4 inch min 6000 gal/hr)	Day	\$ -	\$ -
205	Submersible Pump (<20 gals/minute)	Day	\$ 50.00	\$ 52.00
206	Submersible Pump (>20 gals/minute)	Day	\$ -	\$ -
207	Bladder Pump (max 20 gals/min)	Day	\$ -	\$ -
208	Oil/Water Separator (>50 gpm)	Day	\$ -	\$ -
209	Oil/Water Separator (<50 gpm)	Day	\$ -	\$ -

ASBESTOS INSPECTION SERVICES: Asbestos Facility Inspections shall include all necessary equipment, labor, materials, incidentals, documentation, and certification fees for inspection reports, necessary for sample collection and determination of ACM within the structure. All asbestos inspectors must have current PA Department of Labor & Industry (L&I) Certification. 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 (ASHERA) 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.

For asbestos survey work assignments that involve 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). The awarded supplier(s) shall be allowed or paid per diem expenses for asbestos survey work assignments that involve less than 25 structures (Bid Item 210).

For work assignments involving greater than 25 structures: mobilization charges and per diem expenses shall be in accordance

210	Asbestos Facility Inspection	Hour	\$ 75.00	\$ 78.00
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Bid Item	Description of Service	Unit of Measure	2016 – 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
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ASBESTOS ABATEMENT SERVICES: 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 contractor 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. PCM clearance criteria is <0.01 f/cc (fibers/cubic centimeter). Asbestos clearance sampling and analyses cost should not be included in the unit price. All individuals performing asbestos abatement services must have current PA Department of Labor & Industry (L&I) Certification.

211	Class I Asbestos Abatement	Linear Feet	\$ 12.00	\$ 12.48
212	Class I Asbestos Abatement	Square Feet	\$ 10.00	\$ 10.40
213	Class II Asbestos Abatement	Linear Feet	\$ 5.00	\$ 5.20
214	Class II Asbestos Abatement	Square Feet	\$ 3.00	\$ 3.12

ABOVEGROUND STORAGE TANK SYSTEM REMOVAL: Price shall include all necessary equipment, tools materials, labor and permits for the 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 Department of Environmental Protection (DEP) notifications and reporting, if required). For the purposes of bidding, this service does NOT include remediation or follow-up investigation.

215	<1000 Gallon Petroleum AST	Each	\$ 2,500.00	\$ 2,600.00
216	1000 - 6000 Gallon Petroleum AST	Each	\$ 250.00	\$ 260.00
217	Liquid Chloride Solution AST	Each	\$ 250.00	\$ 260.00

UNDERGROUND STORAGE TANK SYSTEM REMOVAL: Price shall include all necessary equipment, tools, materials, labor, and permits for the excavation and removal of the tank system, disposal of the tank and appurtenances, and completion of the PA DEP Underground Storage Tank closure sampling, analysis, and documentation (i.e. PA DEP, PA L&I notifications and reporting).

Closure reporting shall follow the PA DEP Storage Tank and Spill Prevention Act, Corrective Action Regulations format for site characterization. Contractor shall follow the American Petroleum Institute (API) Recommended Practice 1604: Removal and disposal of used underground storage tanks.

218	<2500 Gallon UST	Each	\$ 4,500.00	\$ 4,680.00
219	2500 - 5500 Gallon UST Fiberglass or Single Walled Steel	Each	\$ 4,400.00	\$ 4,576.00

Bid Item	Description of Service	Unit of Measure	2016 - 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
220	2500 - 5500 Gallon UST Double Walled Steel	Each	\$ 3,500.00	\$ 3,640.00
221	5500 - 11000 Gallon UST Fiberglass or Single Walled Steel	Each	\$ 4,200.00	\$ 4,368.00
222	5500 - 11000 Gallon UST Double Walled Steel	Each	\$ 250.00	\$ 260.00

WASTE DISPOSAL SERVICES: Price shall include temporary (on-site) storage, containers, loading, transportation, preparation of waste disposal documents, and waste disposal fee. Services may include waste identification (characterization), excavation, containment and selective placement (in accordance with PennDOT Publication 408, current edition) of contaminated media onsite, such that the effected work area is returned to a Level D health and safety condition.

NOTE: Bidders shall enter the percentage mark-up they will be charging in addition to the actual cost. The COST ESTIMATE COLUMN is the estimated cost and only being used for cost evaluation purposes for this IFB. All items must have a percentage; an entry of 0.00% shall indicate bidder will provide service at cost with no mark-up. A blank bid item may be cause for rejection.

Because Asphalt Emulsion Waste may be semi-solid in warm weather, but solid in cold weather, the proper bid item to use will depend upon the time of the year that an Aboveground Storage Tank will be removed. Therefore, bid item 226, Asphalt Emulsion Waste (semisolids), should be used during warm weather while bid item 224, Residual Waste, should be used during cold weather.

Bid Item	Description of Service	Unit of Measure	2016-06/30/2019 Percent + %	07/01/2019 – 06/30/2020 Percent + %
223	Municipal Waste	Ton	1.00%	5.00%
224	Residual Waste (other than Bid Items 225, 226, 230)	Ton	3.00%	7.00%
225	Petroleum Contaminated Media & Debris	Ton	5.00%	9.00%
226	Asphalt Emulsion Waste (semisolids)	Gallon	1.00%	5.00%
227	Asbestos Containing Waste	Cubic Yard	4.00%	8.00%
228	Asbestos Containing Waste	Ton	0.00%	0.00%
229	PCB Waste (PCB waste greater than 2 ppm but less than 50 ppm)	Ton	0.00%	0.00%
230	Contaminated Liquids (Residual)	Gallon	5.00%	9.00%
231	Petroleum Contaminated Liquids (Hazardous)	Gallon	4.00%	8.00%

Bid Item	Description of Service* Reference SOW Pg 24	Unit of Measure	2016 - 06/30/2019 Unit Prices	07/01/2019 - 06/30/2020 Unit Prices
Non-Bid Items	Prevailing Wages	At Cost plus Markup	0.00%	0.00%
Non-Bid Items	Miscellaneous Services/Equipment/Tools	At Cost plus Markup	0.00%	0.00%



FULLY EXECUTED - Contract

Number: 4400015716 Contract
Effective Date: 05/25/2016 Valid From:
08/01/2016 To: 06/30/2019

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Pickering Shelbie
Phone: 717-703-2947
Fax: 717 346-3820

Your SAP Vendor Number with us: 152776

Supplier Name/Address:

SKELLY & LOY INC
449 Eisenhower Blvd Ste 300
HARRISBURG PA 17111-2302 US

Supplier Phone Number: 717-232-0593

Supplier Fax Number: 717-232-1799

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:

Environmental Remediation

Payment Terms

NET 30

Solicitation No.: 6100038050

Issuance Date: 04/19/2016

Supplier Bid or Proposal No. (if applicable): 6500101215

Solicitation Submission Date: 04/28/2016

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Environmental Remediation Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

SUPPLIER Contact Info:

Skelly and Loy, Inc.
449 Eisenhower Boulevard, Suite 300
Harrisburg, PA 17111
CONTACT: Mark loos or Rob Rowley
PHONE: 717-232-0593
EMAIL: mioos@skellyloy.com or rrowley@skellyloy.com

EMERGENCY Contact & Phone: Rob Rowley at 717-574-0242

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - Contract

Number: 4400015716 Contract

Effective Date: 05/25/2016 Valid From:
08/01/2016 To: 06/30/2019

Supplier Name:

SKELLY & LOY INC

No further information for this Contract

Information:

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PART I - GENERAL INFORMATION

PART I - GENERAL INFORMATION

I.1 IFB-001.1 Purpose (Oct 2006)

The Commonwealth of Pennsylvania (Commonwealth) is issuing this Invitation for Bids (IFB) to meet the needs of DEPARTMENT OF TRANSPORTATION to satisfy a need for Environmental Remediation Services.

I.2 IFB-005.1 Type of Contract (Oct. 2006)

If the Issuing Office enters into a contract as a result of this IFB, it will be a Established Price Contract contract containing the Contract Terms and Conditions as shown in Part V of this IFB.

I.3 IFB-008.1C No Pre-bid Conference (Oct. 2006)

There will be no pre-bid conference for this IFB. If there are any questions, please forward them to the Issuing Office prior to the bid opening date and time.

I.4 IFB-009.1 Questions (February 2012)

All questions regarding the IFB must be submitted in writing to the email address of the Issuing Officer provided in the solicitation. While there is no set timeline for the submittal of questions, questions received within 48 hours prior to the bid due date and time 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. The Issuing Officer shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

I.5 IFB-010.1 Addenda to the IFB (Oct. 2006)

If the Issuing Office deems it necessary to revise any part of this IFB before the bid response date, the Issuing Office will post an addendum to its website at WWW.EMARKETPLACE.STATE.PA.US it is the Bidder's responsibility to periodically check the website for any new information or addenda to the IFB.

I.6 IFB-011.1B Submission of Bids – Electronic Submittal (May 2011)

- a. Bids are requested for the item(s) described in the Invitation For Bids and all the documents referenced in the form (collectively called the IFB). Bidders must submit their bids through the Commonwealth's electronic system (SRM).
- b. It is the responsibility of each bidder to ensure that its Bid is received through the electronic system prior to the date and time set for the opening of bids ("Bid Opening Time"). No Bid shall be considered if it arrives after the Bid Opening Time, regardless of reason for the late arrival.

Bids that are timely received prior to the Bid Opening Time shall be opened publicly in the presence of one or more witnesses at the time and place designated in this IFB for the Bid opening.

- c. Bids must be firm. If a Bid is submitted with conditions or exceptions or not in conformance with the terms

and conditions referenced in the IFB Form, it shall be rejected. The Bid shall also be rejected if the items offered by the Bidder are not in conformance with the specifications as determined by the Commonwealth.

d. The Bidder, intending to be legally bound hereby, offers and agrees, if this Bid is accepted, to provide the awarded items at the price(s) set forth in this Bid at the time(s) and place(s) specified.

I.7 IFB-024.1 Bid Protest Procedure (Oct 2006)

a. **Who May File the Protest.** Any Bidder or prospective bidder who is aggrieved in connection with the IFB or award of the contract solicitation or award of a contract may file a protest. Protests relating to cancellation of invitations for bids and protests relating to the rejection of all bids are not permitted. A Bidder is a person that submits a bid in response to the IFB. A prospective bidder is a person that has not submitted a bid in response to the IFB.

b. Time for Filing.

- 1) If a protest is submitted by a prospective bidder, the protest must be filed before bid opening time or proposal receipt date.
- 2) If a protest is filed by a Bidder, the protest must be filed within seven days after the protesting Bidder knew or should have known of the facts giving rise to the protest EXCEPT THAT IN NO EVENT MAY A PROTEST BE FILED LATER THAN SEVEN (7) DAYS AFTER THE DATE THE CONTRACT OR PURCHASE ORDER WAS AWARDED. Date of filing is the date of receipt of protest.
- 3) Untimely filed protests shall be disregarded.

c. Form of Protest.

- 1) A protest must be in writing and filed with the agency head (or designee) of the purchasing agency.
- 2) A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived and may not be raised on appeal.
- 3) The protesting party may submit with the protest any documents or information deemed relevant.

d. **Notice of Protest** If award has been made, the agency head (or designee) shall notify the successful Bidder or contractor of the protest. If the protest is received before award and substantial issues are raised by the protest, all Bidders who appear to have a substantial and reasonable prospect of winning the award shall be notified and may file their agreement/disagreement with the purchasing agency within three (3) days after receipt of notice of the protest.

e. **Stay of Procurement.** The head of the purchasing agency (or designee) shall immediately decide, upon receipt of the protest, whether or not the solicitation or award shall be stayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the IFB or with the award of the contract, and shall suspend performance under the contract if awarded, unless the agency head of the purchasing agency makes a written determination that the protest is clearly without merit or that award of the contract/purchase order without delay is necessary to protect the substantial interests of the Commonwealth.

f. Procedures.

- 1) **Contracting Officer Response.** Within fifteen (15) days of the receipt of a protest, the contracting officer may submit a written response to the head of the purchasing agency (or designee). The response may include any documents or information that the contracting officer deems relevant to the protest.
- 2) **Protesting Party Reply.** Within ten (10) days of the date of the contracting officer response, the protesting party may file a written reply.

- 3) **Review.** The head of the purchasing agency (or designee) shall:
 - a) Review the protest and any response or reply.
 - b) Request and review any additional documents or information he deems necessary to render a decision.
 - c) Give the protesting party and the contracting officer reasonable opportunity to review and address any additional documents or information requested by the agency head.
 - d) In his sole discretion, conduct a hearing.
 - e) Within sixty (60) days of the receipt of the protest, issue a written determination stating the reasons for the decision.
 - f) If additional time is required to investigate the protest, inform the protesting party of the additional time needed to render a determination and obtain the protesting party's consent.
- 4) **"Clearly Without Merit" Determinations.** If the head of the purchasing agency (or designee) determines, upon receipt, that the protest is clearly without merit and does not stay the procurement, the head of the purchasing agency (or designee) shall immediately issue the decision as required by Subparagraph h below.

g. **Settlement.** The Issuing Office has the authority to settle and resolve bid protests.

h. **Decision.** The head of the purchasing agency (or designee) shall promptly, but in no event later than sixty (60) days from the filing of the protest, issue a written decision. The decision shall:

- 1) State the reasons for the decision.
- 2) If the protest is denied, inform the protesting party of its right to file an appeal in Commonwealth Court within fifteen (15) days of the mailing date of the decision.
- 3) If it is determined that the solicitation or award was contrary to law, enter an appropriate order.

The agency head (or designee) shall send a copy of the decision to the protesting party and any other person determined by the agency head (or designee) to be affected by the decision.

I.8 IFB-025.1 Electronic Version of this IFB (Oct 2006)

This IFB is being made available by electronic means. If a Bidder electronically accepts the IFB, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of a conflict between a version of the IFB in the Bidder's possession and the Issuing Office's version of the IFB, the Issuing Office's version shall govern.

I.9 IFB-029.1 Prices (Dec 6 2006)

The bid submitted by the successful Bidder will be incorporated into any resulting Contract and the Bidder will be required to provide the awarded item(s) at the prices quoted in its Bid.

I.10 IFB-031.1 Alternates (Oct 2013)

A Bidder who wants to offer an alternate must notify the Issuing Office in writing, at least five (5) days prior to the scheduled Bid opening, that the Bidder intends to offer an alternate in its Bid. An "alternate" is a product that deviates from the requirements of the specifications in its composition, qualities, performance, size dimension, etc. The written notification from the Bidder must include a complete description of the alternate and must identify the product's deviations from the specifications. Upon receipt of the notification, the Issuing Office will determine whether the alternate is acceptable. If the Issuing Office, in its discretion, determines that the alternate is acceptable, the Issuing Office will issue a change notice to the invitation for bids that revises the specifications. If no change notice is issued revising the specification, a Bid offering the alternate will not be considered for award. If an item or items in the IFB are designated "no substitute," this provision does not apply and no alternate may be proposed by a bidder nor will any alternate be considered by the Issuing Office.

I.11 IFB-032.1 New Equipment (Nov 2006)

Unless otherwise specified in this invitation for bids, all products offered by Bidders must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1) has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Bidders from offering products with recycled content, provided the product is new or remanufactured.

I.12 I-IFB-033.1 Modification or Withdrawal of Bid (Nov 2006)

- a. Bid Modification Prior to Bid Opening. Bids may be modified only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to modify its Bid by written notice, the notice must specifically identify the Bid to be modified and must be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the modification to modify the Bid on behalf of the Bidder. The Bid modification must be received in a sealed envelope. The sealed envelope must identify the assigned Collective Number and the Bid Opening Time, and should state that enclosed in the envelope is a Bid modification
 - 2) If a Bidder intends to modify its Bid in person, the individual who will modify the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to modify the Bid on behalf of the Bidder. If a Bidder intends to modify its Bid in person, the Bidder may do so only in the presence of an agency employee. (The agency employee will observe the actions taken by the individual to modify the Bid, but will not read the Bid or the modification).
- b. Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for Bid opening.
 - 1) If a Bidder intends to withdraw its Bid by written notice, the notice shall specifically identify the Bid to be withdrawn and shall be signed by the Bidder. The Bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the Bidder. Except as provided in Subparagraph c, below, bid withdrawals received after the exact hour and date specified for the receipt of Bids shall not be accepted.
 - 2) If a Bidder intends to withdraw its Bid in person, the individual who will withdraw the Bid must arrive in the Bid Opening Room prior to the Bid Opening Time, show a picture identification and provide evidence of his/her authorization to withdraw the Bid on behalf of the Bidder.
- c. Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous Bids after Bid opening only if the following conditions are met:
 - 1) The Bidder submits a written request for withdrawal.

- 2) The Bidder presents credible evidence with the request that the reason for the lower Bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid.
 - 3) The request for relief and supporting evidence must be received by the Issuing Office within three (3) business days after Bid opening, but before award of the contract.
 - 4) The Issuing Office shall not permit a Bid withdrawal if the Bid withdrawal would result in the award of the contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.
 - 5) If a Bidder is permitted to withdraw its Bid, the Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.
- d. **Firm Bid.** Except as provided above, a Bid may not be modified, withdrawn, or cancelled by any Bidder for a period of sixty (60) days following the time and date designated for Bid opening, unless otherwise specified by the Bidder in its Bid. If the lowest responsible Bidder, as determined by the Issuing Office, withdraws its Bid prior to the expiration of the award period or fails to comply with the requirements set forth in the IFB including but not limited to any requirement to submit performance or payment bonds or insurance certificates within the required time period, the Bidder shall be liable to the Commonwealth for all costs and damages associated with the re-award or re-bid including the difference between the Bidder's price and the actual cost that the Commonwealth pays for the awarded items.
- e. **Clarification and Additional Information.** After the receipt of Bids, the Issuing Office shall have the right to contact Bidders for the purpose of seeking:
- 1) Clarification of the Bid which confirms the Issuing Office's understanding of statements or information in the Bid or;
 - 2) Additional information on the items offered; provided the IFB does not require the rejection of the Bid for failure to include such information.

I.13 I-IFB-034.1 Rejection of Bids (Nov 2006)

The Issuing Office reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid if the best interests of the Commonwealth are thereby served.

I.14 Submission-001.1 Representations and Authorizations (Oct 2013)

By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.

G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.

J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

PART II - REQUIREMENTS

PART II - REQUIREMENTS

II.1 II-IFB-008.1b Lobbying Certification and Disclosure – Electronic Submission. (Oct 2006).

With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. Offerors must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this IFB. The completed and signed Lobbying Certification Form and the Disclosure of Lobbying Activities Form should be submitted with the Bid Response. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.

II.2 II-IFB-016.1 Post-Submission Descriptive Literature (Dec 2006)

The Commonwealth may, during its evaluation of the bids, require any bidder to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

PART III - SELECTION CRITERIA

PART III - SELECTION CRITERIA

III.1 III-IFB-001.1a Mandatory Responsiveness Requirements (Oct 2006)

To be eligible for selection, a bid must be:

- a. Timely received from a Bidder;
- b. Properly signed by the Bidder.

III.2 III-IFB-006.1a Method of Award (February 2012)

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

III.3 III-IFB-007.1 Awards (May 2011)

Unless all Bids are rejected, and except as otherwise provided by law, award will be made through the issuance of a contract/purchase order in accordance with the method of award. Unless otherwise specified by the Issuing Office in the IFB form the Commonwealth reserves the right to award by item or on a total Bid basis, whichever is deemed more advantageous to the Commonwealth. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. As a condition for receipt of award of a contract/purchase order, the Bidder must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, bidders must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363 or 717-346-2676.

III.4 III-IFB-008.1 Tie Bids (Nov 2006)

All tie bids will be broken by the Issuing Office.

III.5 III-IFB-009.1 Prompt Payment Discounts (Nov 2006)

Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Bidder, however, the Issuing Office will take advantage of such offer.

III.6 III-IFB-010.1 Option for Separate Competitive Bidding Procedure (Nov 2006)

The Commonwealth reserves the right to purchase products or services covered under this Contract through a separate competitive bidding procedure, whenever Commonwealth deems it in the best interest of the Commonwealth. The right will generally be exercised only when a specific need for a large quantity of the product or service exists or when the price offered is significantly lower than the Contract price.

PART IV - WORK STATEMENT

PART IV - WORK STATEMENT

IV.1 IFB-001.1b Statement of Work (Nov 2006)

The Commonwealth is seeking bids to procure the services set forth in the attached document entitled "Statement of Work."

PART V - CONTRACT TERMS and CONDITIONS

PART V - CONTRACT TERMS and CONDITIONS

V.1 CONTRACT-001.1b Contract Terms and Conditions (Nov 30, 2006)

The Contract with the awarded bidder (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1a Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Commonwealth (signed and approved as required by the Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2b Renewal of Contract Term – Mutual (Oct 2013)

The Contract may be mutually renewed for a maximum of 1 additional 2 year term(s), so long as the Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter dated not less than 180 days prior to the expiration of the term of the agreement, or any extension thereof, and the Contractor consents to the renewal not less than 150 days prior to the expiration of the term of the agreement or any extension thereof. The renewal may be exercised as individual or multiple year terms(s). Any renewal will be under the same terms, covenants and conditions. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 1 additional 2 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 4.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.5 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.6 CONTRACT-003.1a Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be electronically signed by the Commonwealth. The electronically-printed name of the Purchasing Agent represents the signature of that individual who has the authority, on behalf of the Commonwealth, to bind the Commonwealth to the terms of the Contract. If the Contract output form does not have "Fully Executed" at the top of the first page and does not have the name of the Purchasing Agent printed in the appropriate box, the Contract has not been fully executed.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the

fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.7 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

V.8 CONTRACT-005.1d Purchase Orders (July 2015)

Commonwealth agencies may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the

Contractor after 4:00 p.m. will be considered received the following business day.

a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.

b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

V.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.12 CONTRACT-008.1a Warranty. (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.14 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.15 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such

rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.16 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq. ; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended , 32 P.S. Section 693.1.

V.18 CONTRACT-014.1 Post-Consumer Recycled Content (Oct 2013)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm> .

V.19 CONTRACT-014.3 Recycled Content Enforcement (February 2012)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.20 CONTRACT-015.1 Compensation (Oct 2006)

The Contractor shall be required to furnish the awarded item(s) at the price(s) quoted in the Purchase Order. All item(s) shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for item(s) that are delivered and accepted by the Commonwealth.

V.21 CONTRACT-015.1A Compensation/Expenses (Oct 2013)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.22 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.1 Payment (Oct 2006)

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

V.24 CONTRACT-016.2 ACH Payments (Aug 2007)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly

apply the state agency's payment to the invoice submitted.

c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.25 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.26 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.27 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.28 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.29 CONTRACT-021.1 Default (Oct 2013)

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be

in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.30 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.31 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a

Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.32 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.33 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the

terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.34 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.35 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (March 2015)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the

effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.36 CONTRACT-028.1 Contractor Integrity Provisions (January 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (3)** had any business license or professional license suspended or revoked;
- (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of

investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.37 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.38 CONTRACT-030.1 Americans with Disabilities Act (Oct 2006)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a. above.

V.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.40 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.41 CONTRACT- 034.1b Integration (Nov 30 2006)

This Contract, including the Invitation for Bids, the Contractor's bid, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either

the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.42 CONTRACT-034.2b Order of Precedence - IFB (Dec 6 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the IFB; and the Contractor's Bid in Response to the IFB.

V.43 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.44 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.45 CONTRACT-036.1 Background Checks (February 2016)

a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.46 CONTRACT-037.1a Confidentiality (Oct 2013)

(a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

- (3) Prepare a signed written statement that states:
- (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property 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 Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and 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 Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.48 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.49 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

INVITATION FOR BID
FOR
ENVIRONMENTAL REMEDIATION SERVICES

ISSUING OFFICE



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
BUREAU OF PROCUREMENT
555 Walnut Street
Forum Place, 6th 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 (with the subject line “IFB 6100038050 Question”) to Shelbie Pickering at spickering@pa.gov .	Potential Bidders	April 22, 2016
Answers to Questions from Potential Bidders posted to the DGS website (http://www.emarketplace.state.pa.us/Search.aspx).	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 www.pasupplierportal.state.pa.us .	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.
- 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 may 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 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:

<u>Work</u>	<u>Code</u>	<u>Classification</u>
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, 4th 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, 4th 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, 4th 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, 4th 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.

**APPENDIX A
BID ITEM SHEET**

SUPPLIER NAME: <u>Skelly and Loy, Inc.</u> ADDRESS: <u>449 Eisenhower Boulevard, Suite 300</u> ADDRESS: <u>Harrisburg, PA 17111</u> CONTACT NAME: <u>Mark B. loos, P.G.</u> TELEPHONE: <u>717-232-0593</u> 24 HOUR EMERGENCY CONTACT: <u>Robert D. Rowley, CIH, CSP</u>	SUPPLIER NUMBER: <u>152776</u> EMAIL ADDRESS: <u>mioos@skellyloy.com</u> 24 HOUR RAPID RESPONSE PHONE: <u>717-574-0242</u>
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Enter the unit price (highlighted in yellow) for each bid item. Pricing must be entered for ALL bid items or the bid may be rejected. Pricing must include all taxes, fringe benefits, overhead and profit. **If the Bidder wishes to provide a line item at no cost, "0.00" must be entered for the bid item.** A blank bid item may be cause for rejection.

"Estimated Quantity" represents the estimated quantity of each service that may be required each year. The spreadsheet will automatically calculate the extended price.

LABOR (STANDARD RATE) - SENIOR STAFF PROFESSIONALS Note: Emergency Labor Rate(s) under the Contract are not applicable for Senior Staff Professional classifications, except for the Project Manager (Line Item 25) 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.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Contract Administrator	1,000	Hour	\$0.01	\$10.00
2	Project Manager	2,500	Hour	\$150.00	\$375,000.00
3	Sr. Geologist/Hydrogeologist	1,500	Hour	\$115.00	\$172,500.00
4	Sr. Civil/Geotechnical Engineer	1,500	Hour	\$0.01	\$15.00
5	Sr. Environmental/Sanitary Engineers	1,500	Hour	\$70.00	\$105,000.00
6	Sr. Chemist/Environmental Chemist	1,500	Hour	\$0.01	\$15.00

LABOR (STANDARD RATE) - PROJECT STAFF PROFESSIONALS

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
7	Site Health & Safety Officer	2,000	Hour	\$0.01	\$20.00
8	Geologist/Hydrogeologist	2,000	Hour	\$0.01	\$20.00
9	Technician, Hazardous Materials	2,000	Hour	\$0.01	\$20.00
10	Civil/Geotechnical Engineers	2,000	Hour	\$0.01	\$20.00
11	Environmental/Sanitary Engineers	2,000	Hour	\$0.01	\$20.00

12	Chemist/Environmental Chemist	2,000	Hour	\$0.01	\$20.00
13	Certified Industrial Hygienist/Health Professional	2,000	Hour	\$0.01	\$20.00
14	Environmental Scientist	2,000	Hour	\$90.00	\$180,000.00
LABOR (STANDARD RATE) - ASSISTANT STAFF PROFESSIONALS					
BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
15	Clerical/Secretarial Personnel	1,500	Hour	\$52.00	\$78,000.00
16	Draftsperson/CADD Operator	1,500	Hour	\$75.00	\$112,500.00
17	Survey Crew: Includes PA Certified Surveyor	1,500	Hour	\$100.00	\$150,000.00
18	Geologist/Hydrogeologist	1,500	Hour	\$0.01	\$15.00
19	Civil/Geotechnical Engineers	1,500	Hour	\$0.01	\$15.00
20	Environmental/Sanitary Engineers	1,500	Hour	\$0.01	\$15.00
21	Chemist/Environmental Chemist	1,500	Hour	\$0.01	\$15.00
22	Environmental Scientist	1,500	Hour	\$70.00	\$105,000.00
23	Technician, Hazardous Materials	1,500	Hour	\$0.01	\$15.00
24	Lead-Based Paint Inspector-Technician	1,500	Hour	\$50.00	\$75,000.00
LABOR (EMERGENCY RATE) - PROJECT STAFF PROFESSIONALS					
BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
25	Project Manager	1,250	Hour	\$0.01	\$12.50
26	Field Supervisor/Supervisor	1,250	Hour	\$0.01	\$12.50
27	Industrial Hygienist/Health Professional	1,250	Hour	\$0.01	\$12.50
28	Health & Safety Officer	1,250	Hour	\$0.01	\$12.50
29	Technician, Hazardous Materials	1,250	Hour	\$0.01	\$12.50
30	Geologist/Hydrogeologist	1,250	Hour	\$0.01	\$12.50
31	Civil/Geotechnical Engineers	1,250	Hour	\$0.01	\$12.50
32	Environmental/Sanitary Engineers	1,250	Hour	\$0.01	\$12.50
33	Chemist/Environmental Chemist	1,250	Hour	\$0.01	\$12.50
34	Environmental Scientist	1,250	Hour	\$90.00	\$112,500.00
LABOR (EMERGENCY RATE) - ASSISTANT STAFF PROFESSIONALS					
BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
35	Geologist/Hydrogeologist	1,250	Hour	\$0.01	\$12.50
36	Civil/Geotechnical Engineers	1,250	Hour	\$0.01	\$12.50
37	Environmental/Sanitary Engineers	1,250	Hour	\$0.01	\$12.50
38	Chemist/Environmental Chemist	1,250	Hour	\$0.01	\$12.50
39	Lead-Based Paint Inspector-Technician	1,250	Hour	\$50.00	\$62,500.00
40	Environmental Scientist	1,250	Hour	\$60.00	\$75,000.00
41	Technician, Hazardous Materials	1,250	Hour	\$0.01	\$12.50

LABORATORY ANALYSIS - PA DEP SHORT LIST - SOIL/SEDIMENT/DEBRIS: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Soil/sediment/debris sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
42	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) - SOIL - Turnaround Time: Normal Time	75	Test	\$36.75	\$2,756.25
43	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) - SOIL - Turnaround Time: 1 Week	75	Test	\$40.43	\$3,031.88
44	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC) - SOIL - Turnaround Time: 24-48 Hours	75	Test	\$55.13	\$4,134.38
45	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) - SOIL - Turnaround Time: Normal Time	75	Test	\$68.25	\$5,118.75
46	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) - SOIL - Turnaround Time: 1 Week	75	Test	\$75.08	\$5,630.63
47	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) - SOIL - Turnaround Time: 24-48 Hours	75	Test	\$102.38	\$7,678.13
48	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, Normal Time	75	Test	\$31.50	\$2,362.50
49	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, 1 Week	75	Test	\$34.65	\$2,598.75
50	Benzene, Toluene, Ethyl Benzene, Xylenes (BTEX) - Soil Test, 24-48 Hours	75	Test	\$47.25	\$3,543.75
51	Target Compound Volatile Organics - Soil Test, Normal Time	75	Test	\$57.75	\$4,331.25
52	Target Compound Volatile Organics - Soil Test, 1 Week	75	Test	\$63.53	\$4,764.38
53	Target Compound Volatile Organics - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
54	Target Compound SemiVolatile Organics - Soil Test, Normal Time	75	Test	\$93.45	\$7,008.75
55	Target Compound SemiVolatile Organics - Soil Test, 1 Week	75	Test	\$102.80	\$7,709.63
56	Target Compound SemiVolatile Organics - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
57	Priority Pollutant Metals (Inorganics) - Soil Test, Normal Time	75	Test	\$69.30	\$5,197.50
58	Priority Pollutant Metals (Inorganics) - Soil Test, 1 Week	75	Test	\$76.23	\$5,717.25
59	Priority Pollutant Metals (Inorganics) - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
60	Target Analyte List (Inorganics/Metals) - Soil Test, Normal Time	75	Test	\$88.20	\$6,615.00
61	Target Analyte List (Inorganics/Metals) - Soil Test, 1 Week	75	Test	\$97.02	\$7,276.50
62	Target Analyte List (Inorganics/Metals) - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
63	Total Lead - Soil Test, Normal Time	75	Test	\$8.40	\$630.00
64	Total Lead - Soil Test, 1 Week	75	Test	\$9.24	\$693.00

65	Total Lead - Soil Test, 24-48 Hours	75	Test	\$12.60	\$945.00
66	Pesticides/Herbicides - Soil Test, Normal Time	75	Test	\$141.75	\$10,631.25
67	Pesticides/Herbicides - Soil Test, 1 Week	75	Test	\$155.93	\$11,694.38
68	Pesticides/Herbicides - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
69	PCB Bulk Sample - Soil Test, Normal Time	75	Test	\$42.00	\$3,150.00
70	PCB Bulk Sample - Soil Test, 1 Week	75	Test	\$46.20	\$3,465.00
71	PCB Bulk Sample - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
72	Polynuclear Aromatic Hydrocarbons - Soil Test, Normal Time	75	Test	\$0.00	\$0.00
73	Polynuclear Aromatic Hydrocarbons - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
74	Polynuclear Aromatic Hydrocarbons - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
75	Hazardous Characteristics/Ignitability - Soil Test, Normal Time	75	Test	\$15.75	\$1,181.25
76	Hazardous Characteristics/Ignitability - Soil Test, 1 Week	75	Test	\$17.33	\$1,299.38
77	Hazardous Characteristics/Ignitability - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
78	Hazardous Characteristics/Reactivity - Soil Test, Normal Time	75	Test	\$31.50	\$2,362.50
79	Hazardous Characteristics/Reactivity - Soil Test, 1 Week	75	Test	\$34.65	\$2,598.75
80	Hazardous Characteristics/Reactivity - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
81	Hazardous Characteristics/Corrosivity - Soil Test, Normal Time	75	Test	\$8.40	\$630.00
82	Hazardous Characteristics/Corrosivity - Soil Test, 1 Week	75	Test	\$9.24	\$693.00
83	Hazardous Characteristics/Corrosivity - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
84	TCLP/Metals - Soil Test, Normal Time	75	Test	\$73.50	\$5,512.50
85	TCLP/Metals - Soil Test, 1 Week	75	Test	\$80.85	\$6,063.75
86	TCLP/Volatiles - Soil Test, Normal Time	75	Test	\$78.75	\$5,906.25
87	TCLP/Volatiles - Soil Test, 1 Week	75	Test	\$86.63	\$6,496.88
88	TCLP/SemiVolatiles - Soil Test, Normal Time	75	Test	\$105.00	\$7,875.00
89	TCLP/SemiVolatiles - Soil Test, 1 Week	75	Test	\$115.50	\$8,662.50
90	Full TCLP - Soil Test, Normal Time	75	Test	\$378.00	\$28,350.00
91	Full TCLP - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
92	Synthetic Precipitation Leaching Procedure/Method 1312 - Soil Test, Normal Time	75	Test	\$0.00	\$0.00
93	Synthetic Precipitation Leaching Procedure/Method 1312 - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
94	ASTM Leaching Procedure - Soil Test, Normal Time	75	Test	\$0.00	\$0.00
95	ASTM Leaching Procedure - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
96	Full Priority Pollutant List - Soil Test, Normal Time	75	Test	\$0.00	\$0.00
97	Full Priority Pollutant List - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
98	Full Priority Pollutant List - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
99	Total Organic Halogens (TOX) - Soil Test, Normal Time	75	Test	\$47.25	\$3,543.75
100	Total Organic Halogens (TOX) - Soil Test, 1 Week	75	Test	\$51.98	\$3,898.13
101	Total Organic Halogens (TOX) - Soil Test, 24-48 Hours	75	Test	\$70.88	\$5,315.63
102	Bulk Asbestos by PLM - Soil Test, Normal Time	75	Test	\$5.75	\$431.25
103	Bulk Asbestos by PLM - Soil Test, 1 Week	75	Test	\$6.75	\$506.25
104	Bulk Asbestos by PLM - Soil Test, 24-48 Hours	75	Test	\$9.50	\$712.50
105	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) - Soil Test, Normal Time	75	Test	\$26.25	\$1,968.75
106	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) - Soil Test, 1 Week	75	Test	\$28.88	\$2,165.63
107	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH/GRO) - Soil Test, 24-48 Hours	75	Test	\$39.38	\$2,953.13
108	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, Normal Time	75	Test	\$33.60	\$2,520.00
109	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, 1 Week	75	Test	\$36.96	\$2,772.00

110	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH/DRO) - Soil Test, 24-48 Hours	75	Test	\$50.40	\$3,780.00
111	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, Normal Time	75	Test	\$33.60	\$2,520.00
112	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, 1 Week	75	Test	\$36.96	\$2,772.00
113	Total Oil and Grease for Petroleum Hydrocarbons - Soil Test, 24-48 Hours	75	Test	\$50.40	\$3,780.00
114	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, Normal Time	75	Test	\$0.00	\$0.00
115	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, 1 Week	75	Test	\$0.00	\$0.00
116	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00
117	Total Solids - Soil Test, Normal Time	75	Test	\$5.25	\$393.75
118	Total Solids - Soil Test, 1 Week	75	Test	\$5.78	\$433.13
119	Total Solids - Soil Test, 24-48 Hours	75	Test	\$7.88	\$590.63
120	pH - Soil Test, Normal Time	75	Test	\$5.25	\$393.75
121	pH - Soil Test, 1 Week	75	Test	\$5.78	\$433.13
122	pH - Soil Test, Soil Test, 24-48 Hours	75	Test	\$0.00	\$0.00

LABORATORY ANALYSIS - PA DEP SHORT LIST - LIQUIDS: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Liquid sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
123	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC)- LIQUIDS - Turnaround Time: Normal Time	75	Test	\$26.25	\$1,968.75
124	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC)- LIQUIDS - Turnaround Time: 1 Week	75	Test	\$28.88	\$2,165.63
125	PA DEP SHORT LIST - VOLATILE ORGANIC COMPOUNDS (VOC)- LIQUIDS - Turnaround Time: 24-48 Hours	75	Test	\$39.38	\$2,953.13
126	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC)- LIQUIDS - Turnaround Time: Normal Time	75	Test	\$63.00	\$4,725.00
127	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC) - LIQUIDS - Turnaround Time: 1 Week	75	Test	\$0.00	\$0.00
128	PA DEP SHORT LIST - SEMI VOLATILE ORGANIC COMPOUNDS (SVOC)- LIQUIDS - Turnaround Time: 24-48 Hours	75	Test	\$0.00	\$0.00
129	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: Normal Time	75	Test	\$31.50	\$2,362.50
130	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: 1 Week	75	Test	\$34.65	\$2,598.75
131	PA DEP SHORT LIST - DIBROMOETHANE, 1,2 - (EDB) - LIQUIDS - Turnaround Time: 24-48 Hours	75	Test	\$47.25	\$3,543.75
132	Dissolved Lead - Liquid Test, Normal Time	75	Test	\$8.40	\$630.00
133	Dissolved Lead - Liquid Test, 1 Week	75	Test	\$9.24	\$693.00

134	Dissolved Lead - Liquid Test, 24-48 Hours	75	Test	\$12.60	\$945.00
135	Pesticides/Herbicides - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
136	Pesticides/Herbicides - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
137	Pesticides/Herbicides - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
138	Polychlorinated Biphenyls (PCBs) - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
139	Polychlorinated Biphenyls (PCBs) - Liquid Test, 1 Week	75	Test	\$51.98	\$3,898.13
140	Polychlorinated Biphenyls (PCBs) - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
141	Polynuclear Aromatic Hydrocarbons - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
142	Polynuclear Aromatic Hydrocarbons - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
143	Polynuclear Aromatic Hydrocarbons - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
144	Hazardous Characteristics/Ignitability - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
145	Hazardous Characteristics/Ignitability - Liquid Test, 1 Week	75	Test	\$17.33	\$1,299.38
146	Hazardous Characteristics/Ignitability - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
147	Hazardous Characteristics/Reactivity - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
148	Hazardous Characteristics/Reactivity - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
149	Hazardous Characteristics/Reactivity - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
150	Hazardous Characteristics/Corrosivity - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
151	Hazardous Characteristics/Corrosivity - Liquid Test, 1 Week	75	Test	\$9.24	\$693.00
152	Hazardous Characteristics/Corrosivity - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
153	Total Organic Halogens (TOX) - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
154	Total Organic Halogens (TOX) - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
155	Total Organic Halogens (TOX) - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
156	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH-GRO) - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
157	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH-GRO) - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
158	Total Petroleum Hydrocarbons/Gasoline Range Organics (TPH-GRO) - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
159	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, Normal Time	75	Test	\$0.00	\$0.00
160	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
161	Total Petroleum Hydrocarbons/Diesel Range Organics (TPH-DRO) - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
162	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, Normal Time	75	Test	\$33.60	\$2,520.00
163	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, 1 Week	75	Test	\$36.96	\$2,772.00
164	Total Oil and Grease for Petroleum Hydrocarbons - Liquid Test, 24-48 Hours	75	Test	\$50.40	\$3,780.00
165	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, Normal Time	75	Test	\$25.20	\$1,890.00
166	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
167	Road Salt Constituents/Chloride Sodium Magnesium Calcium - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00
168	pH - Liquid Test, Normal Time	75	Test	\$5.25	\$393.75
169	pH - Liquid Test, 1 Week	75	Test	\$0.00	\$0.00
170	pH - Liquid Test, 24-48 Hours	75	Test	\$0.00	\$0.00

LAB ANALYSIS - Air: Laboratory bid prices shall be for a Level 1 data package. Level 1 package shall consist of sample analysis results, including method detection limits, appropriate QA/QC results, and chain-of custody forms. Laboratory bid prices shall include disposal fee for all unused portions of sample. All laboratory analyses shall be in accordance with the PA DEP/US EPA methodology accepted at the time of work.

Bid items will include any future additions by DEP to the VOC Short List, provided that analysis for the additional short list items may be performed at no additional cost by the laboratory. Air sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services. Sample analysis costs shall include sample collection labor, sample collection equipment (e.g. sample containers, SUMMA canisters and appurtenances, coolers, filters, ice and chemical preservatives, chain-of-custody forms, etc.), and the laboratory analysis costs.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
171	Volatile Organic Compounds (TO/15) - Air Test, Normal Time	75	Test	\$136.50	\$10,237.50
172	Volatile Organic Compounds (TO/15) - Air Test, 1 Week	75	Test	\$150.15	\$11,261.25
173	Volatile Organic Compounds (TO/15) - Air Test, 24-48 Hours	75	Test	\$0.00	\$0.00
174	Semi/Volatile Organic Compounds (TO/13A) - Air Test, Normal Time	75	Test	\$0.00	\$0.00
175	Semi/Volatile Organic Compounds (TO/13A) - Air Test, 1 Week	75	Test	\$0.00	\$0.00
176	Semi/Volatile Organic Compounds (TO/13A) - Air Test, 24-48 Hours	75	Test	\$0.00	\$0.00
177	Airborne Asbestos by TEM - Air Test, Normal Time	75	Test	\$0.00	\$0.00
178	Airborne Asbestos by TEM - Air Test, 1 Week	75	Test	\$0.00	\$0.00
179	Airborne Asbestos by TEM - Air Test, 24-48 Hours	75	Test	\$50.50	\$3,787.50
180	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, Normal Time	75	Test	\$0.00	\$0.00
181	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, 1 Week	75	Test	\$1.25	\$93.75
182	Airborne Asbestos by PCM (NIOSH/Method 7400) - Air Test, 24-48 Hours	75	Test	\$7.75	\$581.25

HEALTH AND SAFETY EQUIPMENT:

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
183	Additional Labor Premium for Level B Work This shall include all necessary PPE (i.e. chemical resistant clothing/tyvek pressure demand SCBA or airline respirator communications device personal contaminant monitoring devices etc	60	Hour	\$25.00	\$1,500.00
184	Additional Labor Premium for Level C Work This shall include all necessary PPE (i.e. chemical resistant clothing/tyvek respirator & cartridges communication device personal contaminant monitoring devices)	60	Hour	\$25.00	\$1,500.00

GENERAL EQUIPMENT: Hand tools and small power tools, for purposes of this contract, are considered to be included in the bid prices for labor classifications. Soil/sediment/debris and liquid sample containers, preservatives, and field filtration equipment, for the purposes of this contract, are considered to be included in the bid prices for laboratory services.

Note: Ice for sample storage and transport is considered a preservative, and is not billable under this Contract.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
185	Explosion Proof Lighting	100	Day	\$10.00	\$1,000.00
186	Photo ionization Detector (PID)	100	Day	\$80.00	\$8,000.00
187	Flame Ionization Detector (FID)	100	Day	\$0.00	\$0.00

188	Combustible Gas Indicator/Oxygen Meter	100	Day	\$80.00	\$8,000.00
189	Specific Conductance Meter/pH Meter	100	Day	\$0.00	\$0.00
190	Water level Meter (Interface Probe)	100	Day	\$50.00	\$5,000.00
191	Multi Parameter Water Quality Meter to support low flow groundwater sampling	100	Day	\$100.00	\$10,000.00
192	Steam Pressure Washer	100	Day	\$0.00	\$0.00
193	Data Logger (including Field Computer)	100	Day	\$0.00	\$0.00
194	Digital Camera	100	Day	\$0.00	\$0.00
195	Decon Trailer	100	Day	\$0.00	\$0.00
196	Water Storage Pool with 30 mil thick liner (1000-5000 gallon capacity)	100	Day	\$0.00	\$0.00
197	85 gallon overpack (DOT 17H)	100	Each	\$0.00	\$0.00
198	110 gallon overpack (DOT 17H)	100	Each	\$0.00	\$0.00
199	Power Generator for field sampling activities	100	Day	\$25.00	\$2,500.00
200	Geoprobe or equivalent with all necessary tools supplies and labor	100	Day	\$700.00	\$70,000.00
201	GPR & Magnetometer Survey to include all equipment materials labor and documentation Contractor shall assume survey area to be 40000 sq ft	100	Day	\$650.00	\$65,000.00
202	Buried Pipe/Metal Detector	100	Day	\$0.00	\$0.00
203	Well Sampling Field Consumables	100	Each	\$30.00	\$3,000.00
204	Diaphragm Pump	100	Day	\$0.00	\$0.00
205	Submersible Pump (<20 gals/minute)	100	Day	\$50.00	\$5,000.00
206	Submersible Pump (>20 gals/minute)	100	Day	\$0.00	\$0.00
207	Bladder Pump (max 20 gals/min)	100	Day	\$0.00	\$0.00
208	Oil/Water Separator (>50 gpm)	100	Day	\$0.00	\$0.00
209	Oil/Water Separator (<50 gpm)	100	Day	\$0.00	\$0.00

ASBESTOS INSPECTION SERVICES: Asbestos Facility Inspections shall include all necessary equipment, labor, materials, incidentals, documentation, and certification fees for inspection reports, necessary for sample collection and determination of ACM within the structure. All asbestos inspectors must have current PA Department of Labor & Industry (L&I) Certification. 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 (ASHERA) 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.

For asbestos survey work assignments that involve 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). The awarded supplier(s) shall be allowed or paid per diem expenses for asbestos survey work assignments that involve less than 25 structures (Bid Item 210).

For work assignments involving 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).

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
210	Asbestos Facility Inspection	10,000	Hour	\$75.00	\$750,000.00

ASBESTOS ABATEMENT SERVICES: 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 contractor 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. PCM clearance criteria is <0.01 f/cc (fibers/cubic centimeter). **Asbestos clearance sampling and analyses cost should not be included in the unit price. All individuals performing asbestos abatement services must have current PA Department of Labor & Industry (L&I) Certification.**

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
211	Class I Asbestos Abatement	20,000	Linear Feet	\$12.00	\$240,000.00
212	Class I Asbestos Abatement	20,000	Square Feet	\$10.00	\$200,000.00
213	Class II Asbestos Abatement	20,000	Linear Feet	\$5.00	\$100,000.00
214	Class II Asbestos Abatement	20,000	Square Feet	\$3.00	\$60,000.00

ABOVEGROUND STORAGE TANK SYSTEM REMOVAL: Price shall include all necessary equipment, tools materials, labor and permits for the 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 Department of Environmental Protection (DEP) notifications and reporting, if required). For the purposes of bidding, this service does NOT include remediation or follow-up investigation.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
215	<1000 Gallon Petroleum AST	40	Each	\$2,500.00	\$100,000.00
216	1000 - 6000 Gallon Petroleum AST	40	Each	\$250.00	\$10,000.00
217	Liquid Chloride Solution AST	40	Each	\$250.00	\$10,000.00

UNDERGROUND STORAGE TANK SYSTEM REMOVAL: Price shall include all necessary equipment, tools, materials, labor, and permits for the excavation and removal of the tank system, disposal of the tank and appurtenances, and completion of the PA DEP Underground Storage Tank closure sampling, analysis, and documentation (i.e. PA DEP, PA L&I notifications and reporting).

Closure reporting shall follow the PA DEP Storage Tank and Spill Prevention Act, Corrective Action Regulations format for site characterization. Contractor shall follow the American Petroleum Institute (API) Recommended Practice 1604: Removal and disposal of used underground storage tanks.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
218	<2500 Gallon UST	40	Each	\$4,500.00	\$180,000.00
219	2500 - 5500 Gallon UST Fiberglass or Single Walled Steel	40	Each	\$4,400.00	\$176,000.00
220	2500 - 5500 Gallon UST Double Walled Steel	40	Each	\$3,500.00	\$140,000.00
221	5500 - 11000 Gallon UST Fiberglass or Single Walled Steel	40	Each	\$4,200.00	\$168,000.00
222	5500 - 11000 Gallon UST Double Walled Steel	40	Each	\$250.00	\$10,000.00

WASTE DISPOSAL SERVICES: Price shall include temporary (on-site) storage, containers, loading, transportation, preparation of waste disposal documents, and waste disposal fee. 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.

NOTE: Bidders shall enter the percentage mark-up they will be charging in addition to the actual cost. The **COST ESTIMATE COLUMN** is the estimated cost and only being used for cost evaluation purposes for this IFB.

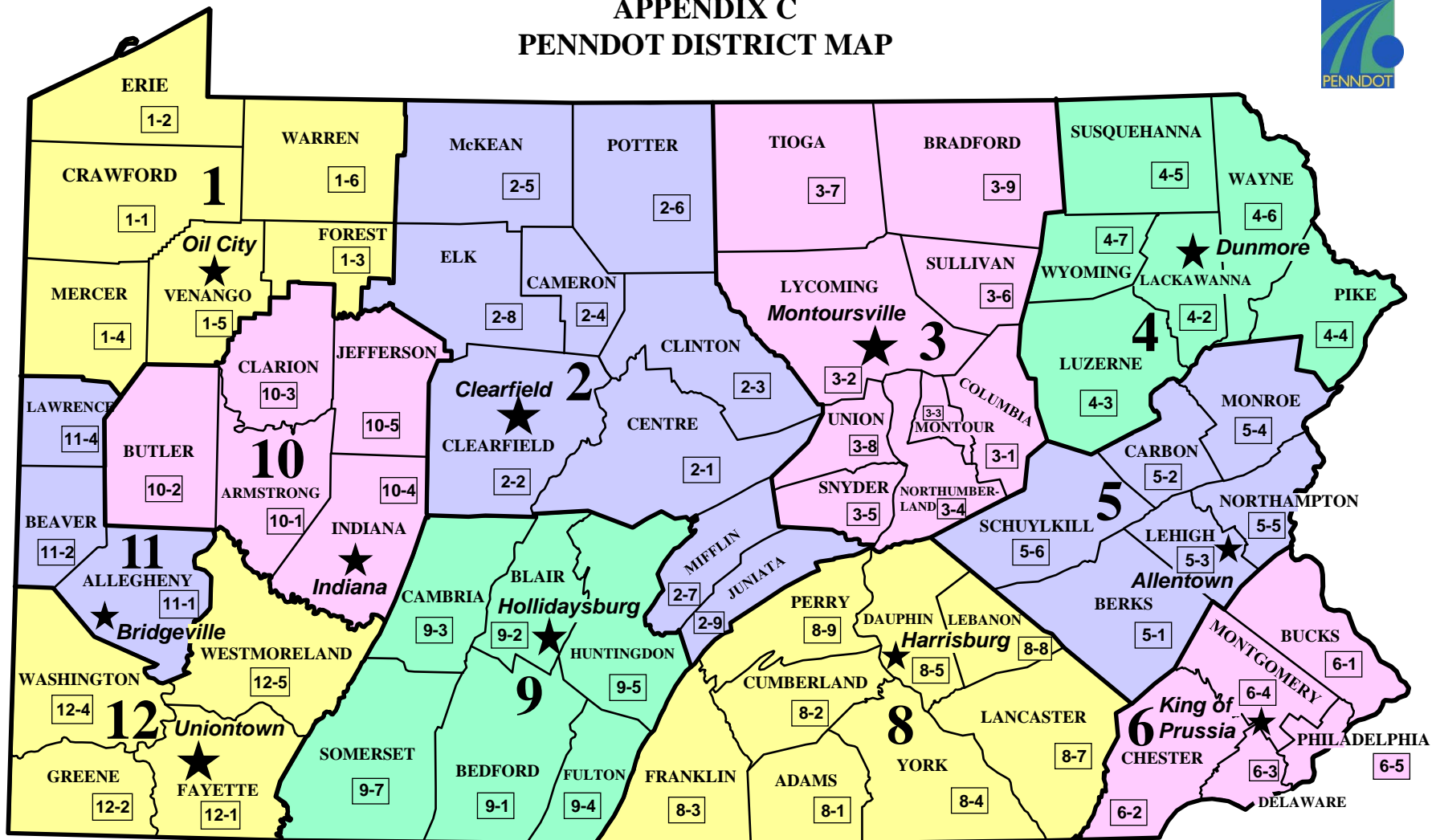
All items must have a percentage; an entry of 0.00% shall indicate Bidder will provide service at cost with no mark-up. A blank bid item may be cause for rejection.

Because Asphalt Emulsion Waste may be semi-solid in warm weather, but solid in cold weather, the proper bid item to use will depend upon the time of the year that an Aboveground Storage Tank will be removed. Therefore, bid item 226, Asphalt Emulsion Waste (semisolids), should be used during warm weather while bid item 224, Residual Waste, should be used during cold weather.

BID ITEM	DESCRIPTION OF SERVICE	ESTIMATED COST	ESTIMATED QUANTITY	UNIT OF MEASURE	Cost + %	EXTENDED PRICE
223	Municipal Waste	\$50.00	7,000	Ton	1.00%	\$353,500.00
224	Residual Waste (other than Bid Items 225, 226, 230)	\$150.00	11,000	Ton	3.00%	\$1,699,500.00
225	Petroleum Contaminated Media & Debris	\$80.00	7,000	Ton	5.00%	\$588,000.00
226	Asphalt Emulsion Waste (semisolids)	\$8.00	7,000	Gallon	1.00%	\$56,560.00
227	Asbestos Containing Waste	\$40.00	11,000	Cubic Yard	4.00%	\$457,600.00
228	Asbestos Containing Waste	\$75.00	1,500	Ton	0.00%	\$112,500.00
229	PCB Waste (PCB waste greater than 2 ppm but less than 50 ppm)	\$50.00	1,500	Ton	0.00%	\$75,000.00
230	Contaminated Liquids (Residual)	\$4.00	7,000	Gallon	5.00%	\$29,400.00
231	Petroleum Contaminated Liquids (Hazardous)	\$6.00	7,000	Gallon	4.00%	\$43,680.00

TOTAL BID =						\$7,645,662.00
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APPENDIX C PENNDOT DISTRICT MAP



LEGEND

- ★ - District Office
- - Maintenance District Number

APPENDIX C

E. Analytical Requirements

The following table specifies the analytical requirements for soil and water samples collected during the site assessment to determine whether a storage tank site may be closed pursuant to this guidance document or is subject to the corrective action process regulations. Other recognized methods may be used if approved by the appropriate DEP regional office.

PRODUCT STORED	PARAMETERS TO BE TESTED IN SOIL	ANALYTICAL METHOD (reported on a dry weight basis)	PARAMETERS TO BE TESTED IN WATER	ANALYTICAL METHOD
Leaded Gasoline, Aviation Gasoline, and Jet Fuel	Benzene Toluene Ethyl Benzene Xylenes (total) Cumene (Isopropylbenzene) Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5- Dichloroethane, 1,2- Dibromoethane, 1,2-	EPA Method 5035/8021B or 5035/8260B	Benzene Toluene Ethyl Benzene Xylenes (total) Cumene (Isopropylbenzene) Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5- Dichloroethane, 1,2-	EPA Method 5030B/8021B, 5030B/8260B or 524.2
	Lead (total)		EPA Method 6010B or 7420	
Unleaded Gasoline	Benzene Toluene Ethyl Benzene Xylenes (total) Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5035/8260B	Benzene Toluene Ethyl Benzene Xylenes (total) Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5030B/8260B or 524.2
Kerosene, Fuel Oil No. 1	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5035/8260B	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5030B/8260B or 524.2
Diesel Fuel, Fuel Oil No. 2	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5035/8260B	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Methyl tert-Butyl Ether Naphthalene Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5030B/8260B or 524.2
Fuel Oil Nos. 4, 5 and 6, and Lubricating Oils and Fluids	Benzene Naphthalene	EPA Method 5035/8021B or 5035/8260B	Benzene Naphthalene	EPA Method 5030B/8021B, 5030B/8260B or 524.2 EPA Method 8270C, 8310 or 525.2
	Fluorene Anthracene Phenanthrene Pyrene Benzo(a)anthracene Chrysene Benzo(b)fluoranthene Benzo(a)pyrene Benzo(g,h,i)perylene	EPA Method 8270C or 8310	Phenanthrene Pyrene Chrysene	

PRODUCT STORED	PARAMETERS TO BE TESTED IN SOIL	ANALYTICAL METHOD (REPORTED ON A DRY WEIGHT BASIS)	PARAMETERS TO BE TESTED IN WATER	ANALYTICAL METHOD
Used Motor Oil	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Naphthalene	EPA Method 5035/8021B or 5035/8260B	Benzene Toluene Ethyl Benzene Cumene (Isopropylbenzene) Naphthalene	EPA Method 5030B/8021B, 5030B/8260B or 524.2
	Pyrene Benzo(a)anthracene Chrysene Benzo(b)fluoranthene Benzo(a)pyrene Indeno(1,2,3-cd)pyrene Benzo(g,h,i)perylene	EPA Method 8270C or 8310	Pyrene Benzo(a)anthracene Chrysene Benzo(b)fluoranthene Benzo(a)pyrene Indeno(1,2,3-cd)pyrene Benzo(g,h,i)perylene	EPA Method 525.2
	Lead (total)	EPA Method 6010B or 7420	Lead (dissolved)	EPA Method 6020 or 7421
Mineral Insulating Oil	PCB-1016 (Aroclor) PCB-1221 (Aroclor) PCB-1232 (Aroclor) PCB-1242 (Aroclor) PCB-1248 (Aroclor) PCB-1254 (Aroclor) PCB-1260 (Aroclor)	EPA Method 8082	PCB-1016 (Aroclor) PCB-1221 (Aroclor) PCB-1232 (Aroclor) PCB-1242 (Aroclor) PCB-1248 (Aroclor) PCB-1254 (Aroclor) PCB-1260 (Aroclor)	EPA Method 8082
	Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5035/8021B or 5035/8260B	Trimethyl benzene, 1,2,4- (Trimethyl benzene, 1,3,4-) Trimethyl benzene, 1,3,5-	EPA Method 5030B/8021B, 5030B/8260B or 524.2
Other Petroleum Products Blended Petroleum Products Unknown Petroleum Products Other Regulated Substances	Contact Regional Office Responsible for County in Which Tank is Located			

Notes:

When reporting non-detects (ND), the data must be accompanied by a numerical quantitation limit that takes into account dilution, sample preparation, and matrix effects.

The responsible party has the obligation to ensure that the analytical methodologies and techniques employed are suitable to provide data that meets the minimal data quality objectives outlined and referenced in this document.

Laboratories must document that samples meet all applicable preservation requirements.