



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF ENVIRONMENTAL CLEANUP & BROWNFIELDS

April 11, 2014

**RE: Pennsylvania Department of Environmental Protection
General Environmental Technical Assistance Contract
RFP #DEP-IRRSC-7**

Dear Sir/Madam:

You are invited to submit a proposal for general environmental technical assistance services in accordance with the enclosed Request for Proposal (DEP-IRRSC-7 RFP).

All proposals must be submitted to the Pennsylvania Department of Environmental Protection, Division of Site Remediation, 14th floor Rachel Carson State Office Building, 400 Market Street, Harrisburg, PA 17105. Proposals must be received at the above address no later than **4:00 p.m., July 1, 2014**. Late proposals will not be considered regardless of the reason.

All questions should be submitted by email (with subject line "RFP DEP-IRRSC-7 Question") to Mr. Simeon Suter, Remediation Contracts Management Section Manager, ssuter@pa.gov no later than **4:00 p.m. April 25, 2014**. All Offerors will be provided with answers to questions asked by any one Offeror.

In addition, a pre-proposal conference will be held on **May 1, 2014 at 10:00 a.m.** in room 105 of the Rachel Carson State Office Building, 400 Market Street, Harrisburg, PA. Since space is limited, please limit your representation to no more than three individuals.

Sincerely,

A handwritten signature in black ink, appearing to read "S. B. Suter".

Simeon B. Suter, PG
Environmental Group Manager
Remediation Contracts Management Section

Enclosure:
Request for Proposal

REQUEST FOR PROPOSALS FOR

Interim Response and Remediation Services Contract
(IRRSC)

ISSUING OFFICE

Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Environmental Cleanup and Brownfields
Site Remediation Division
14th Floor Rachel Carson State Office Building
400 Market Street
Harrisburg, Pennsylvania 17105-8763

RFP NUMBER

DEP- IRRSC-7

DATE OF ISSUANCE

April 11, 2014

**REQUEST FOR PROPOSALS FOR
INTERIM RESPONSE AND REMEDIATION SERVICES CONTRACT
DEP-IRRSC-7**

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CALENDAR OF EVENTS

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

Activity	Responsibility	Date
Deadline to submit Questions via email to Simeon B. Suter, PG; ssuter@pa.us .	Potential Offerors	4:00PM April 25, 2014
Preproposal Conference – Auditorium, Rachel Carson State Office Building, 400 Market Street, Harrisburg, Pennsylvania. 2 nd Floor Auditorium	Issuing Office/Potential Offerors	10:00AM May 1, 2014
Answers to Potential Offeror questions posted to the DGS website (http://www.dgsweb.state.pa.us/RTA/Search.aspx) no later than this date.	Issuing Office	May 15, 2014
Please monitor website for all communications regarding the RFP.	Potential Offerors	
Sealed proposal must be received by the Issuing Office at Department of Environmental Protection, Bureau of Environmental Cleanup and Brownfields, Site Remediation Division, 14 th Floor, Rachel Carson State Office Building, 400 Market Street, Harrisburg, Pennsylvania 17101 (if using overnight courier) or P.O. Box 8763, Harrisburg, Pennsylvania 17105-8763 (if using the United States Postal Service)	Offerors	4:00PM July 1, 2014

PART I

GENERAL INFORMATION FOR CONTRACTORS

I-1. Purpose. This request for proposals (“RFP”) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the Department of Environmental Protection’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for environmental remediation and construction work.

I-2. Issuing Office. The Department of Environmental Protection (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Issuing Officer for this RFP Mr. Simeon B. Suter, PG. He can be reached at the following address:

Department of Environmental Protection
Bureau of Environmental Cleanup and Brownfields
Site Remediation Division
14th Floor, Rachel Carson State Office Building
400 Market Street
Harrisburg, Pennsylvania 17105-8471

Contact:
ssuter@pa.us

Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Issuing Office is seeking proposals from firms with expertise in the remediation of sites where hazardous substances, contaminants and petroleum products have been released or are threatening release. The Issuing Office will use the contract(s) that result from this RFP to support various environmental programs, including but not limited to: the Land Recycling Program, the Hazardous Sites Cleanup Program, the Storage Tank Program, state responsibilities under the federal Superfund Program, and other related programs supported under separate funding mechanisms. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be an on-call type contract with project work being assigned through work requisitions issued by the Issuing Office. The contractor will be required to perform work on a statewide basis. The Issuing Office intends to award three to five contracts from this RFP and will determine the maximum initial value of each contract awarded based on its needs at that time. The contract will be a time and materials type contract, with provisions for the negotiation of unit prices or firm-fixed prices on a work requisition, task basis. The Issuing Office intends

to award multiple contracts from this RFP. The Issuing Office will determine the maximum initial value of each contract awarded based on its needs at that time. The Issuing Office, at its sole discretion, may increase the maximum value of each contract during the contract term. There will be no minimum or guaranteed amount of work offered if a contract is entered.

The contract(s), if entered into as a result of this RFP, will contain the contract terms and conditions as shown in **Appendix A** (Terms and Conditions may be modified at the discretion of the Department). The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible, and capable of performing the services required.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any and all proposals received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Preproposal Conference. The Issuing Officer will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to three individuals per Offeror. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the preproposal conference is optional.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP DEP-IRRSC-7 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP 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. The required protest process for Commonwealth procurements is described in Section 1711.1 of the Commonwealth Procurement Code, 62 P.S. 1711.1.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **nine (9) paper copies of the Technical Submittal, four (4) paper copies of the Cost Submittal and two (2) paper copies of the Small Diverse Business (SDB) Submittal**. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost, and SDB Submittals, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy (adobe pdf files are acceptable) and any spreadsheets (cost tables) must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix B** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 180 days or until a contract is fully executed. If the Issuing Office

selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations. The information in the proposal will become public record upon contract execution, except as limited by Section 106(b)(1) of the *Commonwealth Procurement Code*, 62 Pa, C.S. § 106 (b)(1).

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business Participation Information. The Issuing Office encourages participation by small diverse businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use small diverse businesses as subcontractors and suppliers.

A Small Diverse Business (SDB) is a DGS-verified minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business.

A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Small Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bsbo@pa.gov
Website: www.dgs.state.pa.us

The Department's directory of Bureau of Small Business Opportunities (BSBO)-verified minority, women, veteran and service disabled veteran-owned businesses can be accessed from: [Searching for Small Diverse Businesses](#).

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The prime contractor is expected to be capable of performing no less than sixty percent (60%) of the total contract with their own forces. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. If financial capability information is submitted in response

to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;
2. Request revised proposals; and
3. Enter into pre-selection negotiations.

B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
2. Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
3. Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The issuing office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror’s proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the

Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this part.

Upon contract execution, the Issuing Office will assign a Contract Manager for each contract that results from this RFP. The Contract Manager will work primarily with the contractor on issues involving program management, resolving problems, and overall contract administration. The Contract Manager is the only person permitted to assign work, obligate funds to be expended on project assignments, and approve subcontractors. Other points of contact for administrative items will be designated after contract execution.

The Issuing Office will assign Regional Project Managers and other technical personnel from the regional Environmental Cleanup and Brownfields Programs or other programs when projects are assigned to the contract. The Regional Project Managers will serve as the technical point of contact for the projects and provide day-to-day oversight of project activities.

Issuing Office will obtain access to project sites through its authority under various environmental statutes, will sign all waste disposal documentation as the generator of investigative derived waste, and will communicate with the media and local governments. Issuing Office personnel will be available for consultation and assistance as needed.

I-23. Term of Contract. The term of the contract will commence on the Effective Date. The Commonwealth anticipates that contract(s) will be offered for an initial two (2) year term, with an option to annually renew the term for an additional three (3) years at the sole discretion of the Issuing Office. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-24. Offeror's Representations and Authorizations. 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.

I-25. Notification of Selection.

- A. Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

I-27. RFP Protest Procedure. The RFP Protest Procedure is found in Section 1711.1 of the Commonwealth Procurement Code, 62 P.S. 1711.1. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 PM on the seventh day.

I-28. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all SDB cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**; (Including the Domestic Workforce Utilization Certification)
- b. Small Diverse Business Submittal, in response to RFP **Part II, Section II-8**; and
- c. Cost Submittal, in response to RFP **Part II, Section II-9**

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make such investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project specified.

II-1. Understanding of the Problem. State in succinct terms your understanding of the services required by this RFP. Describe your approach to environmental site characterization and remediation.

Provide a brief description of your principal business activities. Identify parent organizations, subsidiaries and affiliates and describe how any of these entities will participate in the performance of the contract. Identify the types of services you can perform and those that you intend to subcontract.

II-2. Management Summary. Discuss in sufficient detail your approach for providing program and project management under this on-call contract.

Graphically illustrate your management team proposed for the contract and the communication links. Describe the responsibilities for each person and position identified. The Commonwealth prefers a single contact that will interact with the Commonwealth's Contract Manager regarding overall contract administration and a single contact that will interact with the Commonwealth's Regional Project Managers on individual work assignments. Alternative approaches to the

management structure can be proposed and should be discussed in detail in the proposal, explaining the advantages of these approaches and how they will result in successful performance of the contract.

Discuss procedures you will use for managing project assignments. The discussion should describe how work assignments will be made and monitored and the procedures for supervising and overseeing performance in all work undertaken. Describe your project planning process, including how you prepare schedules and cost estimates. Describe your cost control procedures, to include procedures for identifying, reviewing and correcting cost and schedule variances.

Describe the management information systems that you will use to schedule, estimate and track project costs and performance. Discuss how these systems support your project control procedures. Describe the capability of the systems to track costs at the project task level and the ability to provide the reports and invoices as required in this RFP. Provide a description of your capabilities of providing electronic reports and your ability to provide access to project data and information through web-based technology.

II-3. Technical Experience. Describe in narrative form your qualifications for accomplishing the various services required in the RFP. Use the work descriptions in **Part IV** of this RFP as your reference point. Provide a listing of pertinent licenses and environmental certifications.

Describe your health and safety program. At a minimum, the description should identify the personnel responsible for the program, the medical monitoring program, the training and refresher programs, and a list of standard operating procedures. Provide your OSHA recordable injury and illness incident rate (based on 200,000 hours) and your workers compensation experience modification rate (EMR) for the past two (2) years. Identify the personal protective equipment (PPE) levels you are qualified to work under.

Describe your Quality Assurance/Quality Control (QA/QC) program. Examples of activities for which you may have a QA/QC program are: risk assessment and toxicological assessment activities; environmental sample collection; GIS data collection; data collection and validation; and report generation. Provide a list of your QA/QC standard operating procedures.

Provide information describing your experience in performing the services required by this RFP. In addition, describe your prior experience in performing work under an on-call, cost reimbursable or time and materials type of contract with government agencies. Specifically describe the experience of the offices and the individuals who will be assigned to this contract. Describe any other experience that you have through other offices and individuals if it is relevant.

Provide descriptions of at least four (4) projects, but no more than ten (10). Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-4. Personnel Qualifications. Include the number of professional, scientific, and technical personnel who can be engaged in the work. Do not include large lists of corporate personnel that have little or no direct involvement. Identify where these personnel are physically located.

For key personnel including project managers, hydrogeologists, chemists, engineers, environmental scientists and health and safety personnel, include the employee's name and, through a resume or similar document, the person's education, professional certifications, and experience related to environmental consulting and remediation. Indicate the responsibilities each individual will have under a contract and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Provide your approach for maintaining continuity of key personnel assigned to engage in work under the contract.

II-5. Available Facilities. List all physical locations of your facilities and offices that you will use to provide the management, technical and field resources to perform the services required in this RFP. Provide a detailed description of the kind and quantity of resources (e.g. personnel, disciplines, equipment) that are available in each of the offices and facilities that are identified.

Briefly describe or list equipment and/or instrumentation that you own and you may use to provide the services required in this RFP. List only the equipment and instrumentation that is available from offices located within or immediately adjacent to Pennsylvania. **DO NOT provide cost information in the Technical Submittal.**

II-6. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.

II-7. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A** or to other provisions of the RFP as specifically identified above.

II-8. Small Diverse Business (SDB) Participation Submittal.

In order for Offerors to receive credit towards the SDB participation requirements, they must provide SDB commitments based on any one or all of these service categories: Bottled Water Delivery, Electrical Services (i.e. installations, power drops, wiring up systems), Geophysical Investigation, Groundwater Well Installation and Closure, Land Surveyor, Residential Water Treatment, Risk Assessment, Soil Boring, Test Pitting and Waste Brokerage Services, and the following Environmental Services: environmental investigative, expert consulting and professional engineering activities, preliminary site assessments; detailed characterizations of waste, soil, groundwater, surface water and sediments; surveying and mapping; hydrogeological evaluations; laboratory and field analysis; laboratory data validation; limited remediation services, including waste disposal; risk assessments; graphical and geographical information systems development; evaluations of remedial alternatives; preparation of remedial designs and bid documents; oversight of remedial construction; technical training of Commonwealth employees, program support; enforcement support; and community relations support.

A. To receive credit for being an SDB or for subcontracting with an SDB (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of SDB qualification in the SDB participation submittal of the proposal.

B. In addition to the above verification letter, the Offeror must include in the SDB participation submittal of the proposal the following information:

1. All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total contract) to be performed by the Offeror and not by subcontractors and suppliers.
2. All Offerors must include a numerical percentage which represents the total percentage of the work (as a percentage of the total contract paid to the Offeror under the contract) that the Offeror commits to paying to SDBs as subcontractors.
 - a) The percentage of each subcontract commitment to an SDB;
 - b) The name of each SDB. The Offeror will not receive credit for stating that after the contract is awarded it will find an SDB.
 - c) The services or supplies each SDB will provide, including the timeframe for providing the services or supplies.
 - d) The location where each SDB will perform services.
 - e) The timeframe for each SDB to provide or deliver the goods or services.

- f) A subcontract or letter of intent signed (**Appendix C**) by the Offeror and the SDB for each SDB identified in the SDB Submittal. The subcontract or letter of intent must identify the specific work, goods or services the SDB will perform, how the work, goods or services relates to the project, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided. In addition, the subcontract or letter of intent must identify the fixed percentage commitment and associated estimated dollar value that each SDB will receive based on the total value of the initial term of the contract as provided in the Offeror's Cost Submittal. Attached as **Appendix C** is a letter of intent template which may be used to satisfy these requirements.
 - g) The name, address and telephone number of the primary contact person for each SDB.
- 3. The total percentages and each SDB subcontractor commitment will become contractual obligations once the contract is fully executed.
 - 4. The name and telephone number of the Offeror's project (contact) person for the SDB information.

C. The Offeror is required to submit **two** copies of its SDB participation submittal. The submittal shall be clearly identified as Small Diverse Business information and sealed in its own envelope, separate from the remainder of the proposal.

D. An SDB can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

E. An Offeror that qualifies as an SDB and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

II-9. Cost Submittal. The information requested in this **Part II, Section II-9** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

A. Time and Materials Pricing. Time and materials pricing shall be broken down into the following components.

1. Direct Labor Costs. The Issuing Office will pay the Offeror for the reasonable time employees spend on the project tasks according to the terms of the contract.

Provide a **Personnel Rate List** that identifies each employee that will perform work under the contract. The list shall include the employee's name, job classification or title, professional (P) or technician (T) level in accordance with the requirements

contained in **Appendix D**, the actual hourly rate for the employee, the labor cost multiplier as described below, and the employee's billing rate computed by multiplying the actual hourly rate by the labor cost multiplier. The Personnel Rate List must be submitted in the format shown in **Appendix D**.

Escalation of actual hourly rates will be allowed as established in the contract if the employee receives a pay increase due to market, meritorious, promotion, or cost of living adjustments. The Issuing Office will only consider changes in P or T levels as promotions under the escalation provisions of the contract. Merit or market adjustments will not be considered promotions.

Define what constitutes your standard workday, including any paid time for breaks and unpaid time for lunch and your standard workweek for exempt and non-exempt employees.

Define and describe any show-up, overtime and premium pay for your employees and, if applicable, any subcontractors that are identified in your cost submittal. Include a description of how the hours accumulate, the specific holidays that fall under premium rates, and the classes of exempt and nonexempt employees. For exempt (i.e. salaried / professionals) employees, the Issuing Office will not reimburse the Offeror after forty (40) hours of work in any seven (7) day weekly period unless the employee is actually paid for this time.

The Issuing Office must authorize all overtime work prior to such work being incurred, unless a site emergency is declared. Reimbursement of approved overtime is contingent upon the Offeror having actually paid such overtime to employees.

2. Labor Cost Multiplier. Propose a labor cost multiplier that includes allowable overhead, allowable general and administrative expenses, allowable employee benefit expenses, profit, and any items specifically required by the Issuing Office in this section that the Offeror normally charges on a direct cost basis. Identify the components of the labor cost multiplier in sufficient detail to allow the Issuing Office to audit the multiplier for compliance with the terms of the RFP and the contract.

The Offeror shall only include overhead, general and administrative and benefit costs that are allowable under the provisions of the Federal Acquisition Regulations (FAR), FAC 84-26, Subpart 31.2. Show how you calculate the multiplier, which must be in accordance with generally accepted accounting principles and the requirements stated above and show the profit rate you propose in the calculation. Include a summary of the assumptions or factors you make to include the items you normally bill as a direct cost, that are identified below, in the labor cost multiplier.

Under no circumstances will the Issuing Office reimburse an Offeror for an item as a direct cost if it is contained in its labor cost multiplier. The labor cost multiplier shall only be applied to actual labor costs, not to materials, supplies, equipment, subcontractors or other costs that are charged as a direct cost to the Issuing Office.

You may specify multiple labor cost multipliers for separate pools of employees in accordance with your accounting system and generally accepted accounting principles.

The Issuing Office requires the cost for the following items to be included in the Offeror's labor cost multiplier, regardless of whether the Offeror normally charges these items on a direct cost basis.

- a) Labor, equipment and materials needed to perform accounts payable, payment processing and reconciliation, and accounts receivable duties under the Offeror's accounting systems.
- b) Labor, equipment and materials needed to input time and process the Offeror's payroll.
- c) Labor, equipment, materials, and services necessary to prepare and submit invoices to the Issuing Office.
- d) Labor, equipment, materials, and services necessary to support audits conducted by the Commonwealth.
- e) Labor, equipment and materials needed to procure vendors and subcontractors, including processing pre-qualification packages, preparing and executing standard contract documents, internal system input, and negotiation of the Offeror's standard terms and conditions according to the contractor's usual and customary procedures. The Issuing Office will pay for project labor, as a direct labor billable item, to prepare technical statements of work and bid forms, review bids for technical qualification and compliance with the statement of work, prepare bid abstracts, negotiate exceptions to the technical statement of work and bid prices, and negotiate prime contract flow-down provisions.
- f) Labor, equipment, materials, and services needed to comply with the SDB reporting and compliance requirements of the contract.
- g) Labor, equipment and materials needed to set up and close out projects in the Offeror's systems, according to the Offeror's usual and customary procedures.
- h) Labor, equipment, materials, and services needed to staff projects and hire personnel needed for the project, including temporary labor.
- i) Labor, equipment and materials necessary to issue and restock equipment and inventory from the Offeror's facilities.
- j) Labor, equipment and materials necessary to maintain project records according to the contract provisions and the Offeror's usual and customary procedures.

k) Labor, equipment, and materials associated with copying and distributing data, reports and correspondence. The Issuing Office will pay for unusual and extraordinary copy requirements required under the work requisition.

l) Company required quality assurance and health and safety training and medical monitoring to comply with the Offeror's protocols and Federal laws. This does not include training or medical monitoring that is specifically required by technical requirements of the project and pre-approved for payment as a direct project cost by the Issuing Office.

m) Labor, equipment, materials, and services related to safety regulatory reporting, accident investigation, workers compensation claims, and safety audits.

n) Labor, equipment, and materials necessary to negotiate contract amendments and to revise all contract rates.

o) Senior management labor, those senior to or on a peer level to the Program Manager, necessary for usual and customary quality control reviews of the contract and projects.

p) Labor, equipment, materials and services necessary to maintain insurance required by the provisions of the contract.

q) Computer equipment the Offeror uses to prepare and submit reports, correspondence, and procurement documents. The Issuing Office will pay for CAD computer charges for plans as Offeror's Material item, if the Offeror charges a rate to all clients; the rate is compliant with generally accepted accounting principles and compliant with FAR allowable costs.

r) Hand tools (sparking and non-sparking) needed for field tasks that can be decontaminated, to include but not be limited to hammers, screwdrivers, wrenches, axes, pry bars, picks, shovels, tape measures, measuring wheels, levels.

s) Incidental non-disposable sampling equipment needed for field tasks that can be decontaminated, including mixing bowls, scoops, spatulas, sieves, detector tube pumps, squeeze bottles, well slugs, bailers, tape and shipping coolers to be returned to the contractor.

t) Cleanup supplies needed for field support zone tasks that are not intended to be contaminated and disposed, including, but not limited to, brooms, mops, brushes, dust pans, garbage cans and bags, buckets, squeegees.

u) Lifting and safety equipment needed for field tasks that can be decontaminated, including, but not limited to, slings, lanyards, drum dollies, tape, flashlights (including explosion proof), emergency showers, eye wash stations, first aid kits, fire blankets, fire extinguishers, safety vests, life jackets, and safety placards.

v) Miscellaneous supplies needed for field support zone tasks that are not intended to be contaminated and disposed, including, but not limited to, garden hoses (including nozzles and fittings), hand pumps, hand sprayers, extension cords, tape, compasses, and 35 mm/digital still cameras.

w) Level D personnel protection equipment and work clothing, including, but not limited to, hard hats, hearing protection, safety shoes, safety eyewear, cold weather gear, hip boots, work gloves, rain gear, fluids and ice for hydration and electrolyte replacement (this does not include disposable sampling gloves which are considered to be contractors material inventory or other direct material costs).

x) Field and office supplies for the Offeror's use, including, but not limited to pens, pencils, markers, paper, note pads, paper clips, staplers, file folders, clipboards, file boxes, binders, scissors, tape, glue, rubber bands, computer disks, calculators, preprinted forms, and logbooks.

y) Faxing, mailing or delivering correspondence, plans, reports, procurement documents, and other deliverables to the Issuing Office and potential vendors and subcontractors. This does not include costs for delivering material samples to laboratories; delivering plans, reports or procurement documents, via overnight delivery, to meet an expedited work schedule as requested by the Issuing Office, and reasonable equipment delivery to and from a project site.

z) Cell phones and cell phone charges.

3. Equipment. The Issuing Office will pay the Offeror for the reasonable time that the Offeror uses certain equipment on the project according to the terms of this RFP and the contract. All equipment must be of recent manufacture and in sound working order. Any repair and maintenance expenses will be considered to be a part of the equipment rate or Labor Cost Multiplier, unless the repair and maintenance expense is due to extraordinary site conditions as determined by the Issuing Office.

a) Core Equipment. The Issuing Office has determined that certain equipment is typically needed to perform the work contemplated by the Issuing Office in this RFP. The Issuing Office designates this equipment as core equipment and provides a list and description in **Appendix E**. Provide rates for each piece of core equipment listed in **Appendix E**, regardless of whether you own or will need to rent the items. The rates for core equipment must include delivery charges to the Offeror's office. The Issuing Office will pay you for core equipment at the rates established, or as escalated, thereafter, according to the terms of the contract.

b) Additional Owned Equipment. Provide rates for each piece of equipment (additional equipment) that you own or lease under a capital lease and will use for work under the contract that are in addition to the core equipment listed in **Appendix E**. You must adequately describe the equipment to allow the Issuing Office to evaluate the reasonableness of the Offeror's rate against equipment price references (e.g., Blue Book). Provide a description of how you will calculate rates

for the additional equipment, including, whether the prices contain a markup for profit or overhead. If the rates include overhead, the Offeror must demonstrate that the overhead is not included in the Labor Cost Multiplier.

c) Additional Rented Equipment. The Issuing Office will reimburse the Offeror for the actual rental cost, without markup, for equipment that it uses on a project that is not core equipment. If the Offeror rents equipment that it includes on the Equipment Rate List as additional equipment, the Issuing Office will pay the actual rental cost. The Issuing Office will pay reasonable shipping charges for rental equipment that is not core equipment as an other direct cost, considering the proximity of the mobilization and project locations.

The Issuing Office will reimburse the Offeror for the fuel it needs for automobiles (except personal vehicles) as another direct vendor purchase, unless you specify otherwise. The cost for batteries will be considered part of the maintenance costs and included in the contract rate specified. The Issuing Office will reimburse the Offeror for calibration supplies as another direct vendor purchase, if the calibration supplies are not specified as part of the core equipment in **Appendix E**.

Escalation of rates will be in accordance with the terms of the contract.

Provide core and additional owned equipment rates on a daily, weekly and monthly basis according to the format specified in **Appendix F, Equipment Rate List**. The daily, weekly and monthly rates will be defined according to the following table:

Rate	Basis	Requirements
Daily Rate	Based on use up to a ten-hour day. Time operated over ten hours in a day will be prorated.	Charged when equipment is in use on a job site. No charges for weekends and Offeror holidays when work is not performed. No charge when work is canceled due to weather conditions.
Daily Standby Rate		Charged when equipment is in mobilization or demobilization. Charged when the contractor is prepared and is able to work and the Department directs work not to be done.
Weekly Rate	Based on use up to a ten-hour day. Time operated over ten hours in a day will be prorated.	Amount charged when equipment is on the job site during a consecutive 7 calendar day period and in use at least 4 days, not including weekends and Offeror holidays.
Monthly Rate	Based on use up to a ten-hour day. Time operated over ten hours in a day will be prorated.	Amount charged when equipment is on a job site during a consecutive 30 calendar day period and in use at least 16 days, not including weekends and Offeror holidays.

4. Personal Protective Equipment. Submit rates for the following levels of personal protective equipment (PPE) on a per person, per day basis. Include the PPE rates on **Appendix F, Equipment Rate List**. The rates shall include the items listed below, and include tape needed to secure clothing openings, normal maintenance and repair, and fluids and ice necessary for electrolyte replacement and hydration. The rates shall include all items required for change-outs during a ten (10) hour workday. The rates shall be prorated for periods of four (4) hours and less during a workday.

Level B

Includes tyvek or coated tyvek coveralls; outer and inner boots and gloves; hoods, air supplying respirator (including all necessary ancillary equipment, e.g., SCBA, breathing air, cascade systems, air lines); any required outer protective layers (e.g., acid bibs, splash shields); and all inner clothing.

Level C

Includes tyvek or coated tyvek coveralls; outer and inner boots and gloves; hoods; air purifying respirator (including all necessary cartridges); all protective outer layers (e.g., acid bibs, splash shields); and all inner clothing.

Level D Modified

Includes tyvek or coated tyvek coveralls; outer and inner boots and gloves; hoods; all protective outer layers (e.g., acid bibs, splash shields); all inner clothing.

5. Subcontracts. The Issuing Office will reimburse the Offeror for the actual costs, without markup, charged by subcontractors for the services they perform for specific projects. The Issuing Office will not reimburse the Offeror for the cost of subcontractors if they do not meet all applicable requirements of the prime contract and are not approved by the Issuing Office.

Provide specific cost and pricing information for the specific subcontractors that you have identified at this time to perform services on a contract-wide basis. Submit information regarding the means for measuring, verifying, and invoicing such costs and prices.

6. Offeror's Materials Inventory. The Issuing Office will pay the Offeror for reasonable quantities of materials that it provides from its inventory set forth herein. The Issuing Office considers materials to be items that are expended on the project site such that there remains no useful life in the item, or is required by the Issuing Office as part of a deliverable or construction of an item under a work order.

Submit an Offeror's **Material Rate List**, according to the format contained in **Appendix G** of this RFP, for materials that you will release from company inventory for use on projects under this contract. The Issuing Office will pay the Offeror for materials that the Offeror purchases specifically for the project as another direct vendor purchase.

Provide an adequate description and unit of measure for each inventory item. These materials do not include items to be covered in the Labor Cost Multiplier, items needed for equipment maintenance and included in equipment rates, and items included as core and personal protection equipment.

Escalation of material rates shall be in accordance with the terms of the Contract.

7. Other Direct Costs.

a) Direct Vendor Purchases. The Issuing Office will pay the Offeror for materials reasonably needed for the performance of specific project tasks. The Issuing Office considers other direct materials to be items that the Offeror purchases directly from vendors for the project site. The Issuing Office will pay the Offeror for other direct vendor purchases at cost, with no markup. The Issuing Office will not pay for materials that the Offeror purchases for a project, but does not use. The Offeror shall provide a credit to the Issuing Office for the unused portion of the materials delivered to the site.

b) Travel and Subsistence. The Issuing Office will pay the Offeror for reasonable travel costs actually incurred by and paid to the Offeror's employees. The only costs allowable for travel and subsistence under the contract are those specified in the Commonwealth Travel and Subsistence Allowances, Management Directive 230.10, as revised, which is included in this RFP by reference.

The Issuing Office expects the Offeror to make needed travel arrangements so the least costly alternatives are selected, as long as this does not disproportionately increase other project costs and to utilize employees from the nearest possible location to the job site.

8. Project Unit and Lump Sum Pricing. The Issuing Office may require the Offeror to submit unit or lump sum prices for specific project tasks. In these cases, the Offeror shall submit a detailed cost breakdown that shows the calculation of the unit or lump sum prices for the Issuing Office's review and approval. The Issuing Office will negotiate the prices and the payment schedule.

9. Performance and Payment Bonds. When a contract is awarded, the contractor will be required to obtain a performance bond and a payment bond according to the terms of the contract. The premium for the bonds will be considered as a direct cost to the contract. The premium cost does not include fees by agents or brokers, costs for security required by the surety (e.g. letter of credit), and any other costs except the premium. The Commonwealth will reimburse the contractor for the premium after the Commonwealth approves the bonds and the contractor submits an invoice that includes a copy of the surety's invoice for the bond. The premium shall be prorated for the unused portion of the contract relative to the total contract value that the bond premium was based upon.

The contractor shall provide, in the cost submittal, the rates for a premium it will be charged for a performance bond and payment bond that meet the requirements of the

standard contract terms and conditions provided with this RFP. The rates shall be based on an estimated performance and payment bond in the amount of \$4 million each.

10. Invoice Format. The Offeror will be required to submit invoices in accordance with the format and procedures contained in **Appendix H**, Invoice Instructions and Format. The Offeror may be required to demonstrate that it can comply with the requirements of this attachment as a part of the oral presentations or best and final offer.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-10. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix I** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror;

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BSBO will evaluate the SDB participation and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors. The Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

III-4. Criteria for Selection. The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the highest scoring technical submittal.

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 50% of the total points. Evaluation will be based upon the following in order of importance:

- Technical Experience
- Personnel Qualifications
- Management Summary
- Understanding of the Problem
- Available Facilities

B. Cost. The Issuing Office has established the weight for the Cost criterion for this RFP as 30% of the total points. Evaluation will be based upon a comparison of each Offeror's Rates for Personnel, Equipment and Material. Offeror's rates are to be provided on the forms found in **Appendices D through G**. The Department will be determining the lowest cost based on a scoring formula established for cost submittals.

C. Small Diverse Business Participation. BSBO has established the weight for the SDB participation criterion for this RFP as **20%** of the total points. Each SDB participation submittal will be rated for its approach to enhancing the utilization of SDBs in accordance with the below-listed priority ranking and subject to the following requirements:

1. A business submitting a proposal as a prime contractor must perform 60% of the total contract to receive points for this criterion under any priority ranking.
2. To receive credit for an SDB subcontracting commitment, the SDB subcontractor must perform at least fifty percent (50%) of the work subcontracted to it.
3. A significant subcontracting commitment is a minimum of five percent (5%) of the total contract.
4. A subcontracting commitment less than five percent (5%) of the total contract is considered nominal and will receive reduced or no additional SDB points depending on the priority ranking.

Priority Rank 1: Proposals submitted by SDBs as prime Offerors will receive 150 points. In addition, SDB prime Offerors that have significant subcontracting commitments to additional SDBs may receive up to an additional 50 points (200 points total available).

Subcontracting commitments to additional SDBs are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 2: Proposals submitted by SDBs as prime contractors, with no or nominal subcontracting commitments to additional SDBs, will receive 150 points.

Priority Rank 3: Proposals submitted by non-small diverse businesses as prime contractors, with significant subcontracting commitments to SDBs, will receive up to 100 points. Proposals submitted with nominal subcontracting commitments to SDBs will receive points equal to the percentage level of their total SDB subcontracting commitment.

SDB subcontracting commitments are evaluated based on the proposal offering the highest total percentage SDB subcontracting commitment. All other Offerors will be scored in proportion to the highest total percentage SDB subcontracting commitment within this ranking. *See formula below.*

Priority Rank 4: Proposals by non-small diverse businesses as prime contractors with no SDB subcontracting commitments shall receive no points under this criterion.

To the extent that there are multiple SDB Participation submittals in Priority Rank 1 and/or Priority Rank 3 that offer significant subcontracting commitments to SDBs, the

proposal offering the highest total percentage SDB subcontracting commitment shall receive the highest score (or additional points) available in that Priority Rank category and the other proposal(s) in that category shall be scored in proportion to the highest total percentage SDB subcontracting commitment. Proportional scoring is determined by applying the following formula:

$$\frac{\text{SDB \% Being Scored}}{\text{Highest \% SDB Commitment}} \times \frac{\text{Points/Additional Points Available}^*}{\text{Points Available}^*} = \frac{\text{Awarded/Additional SDB Points}}{\text{SDB Points}}$$

Priority Rank 1 = 50 Additional Points Available

Priority Rank 3 = 100 Total Points Available

Please refer to the following webpage for an illustrative chart which shows SDB scoring based on a hypothetical situation in which the Commonwealth receives proposals for each Priority Rank:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

D. Domestic Workforce Utilization. Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.portal.state.pa.us/portal/server.pt/community/rfp_scoring_formulas_overview/20124.

Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the available technical points; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Offeror which fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BSBO's final small diverse business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.
- B. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each, in descending order.
- C. The Issuing Office will select for contract negotiations the Offerors ranked with the highest overall scores; PROVIDED, HOWEVER, THAT AN AWARD WILL NOT BE MADE TO AN OFFEROR WHOSE PROPOSAL RECEIVED THE LOWEST TECHNICAL SCORE AND HAD THE LOWEST COST SCORE OF THE RESPONSIVE PROPOSALS RECEIVED FROM RESPONSIBLE OFFERORS. IN THE EVENT SUCH A PROPOSAL ACHIEVES THE HIGHEST OVERALL SCORE, IT SHALL BE ELIMINATED FROM CONSIDERATION AND AWARDS SHALL BE MADE TO THE OFFERORS WITH THE NEXT HIGHEST OVERALL SCORES.

D. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

- A. General.** The selected Offeror(s) will serve as a remediation and construction resource to be called upon by the Issuing Office as needed during the contract period, to provide various remediation and construction services for the agency's land recycling, hazardous sites cleanup, and the storage tank programs.
- B. Specific.** The Pennsylvania Hazardous Sites Cleanup Act of 1988, 35 P.S. §§ 6020.101 – 6020.1305, (Act 108), was enacted to reduce or abate threats posed by releases or potential releases at hazardous sites. Passage of the Act by the State Legislature empowers the Commonwealth to conduct studies and undertake interim and remedial responses at such sites.

The Land Recycling Program is a voluntary cleanup program designed to make contaminated sites safe and return these sites back to productive use, thereby preserving green space and farmland. The Land Recycling and Environmental Remediation Standards Act of 1995, 35 P.S. §§ 6026.101 – 6026.908, (Act 2), establishes cleanup standards and procedures for voluntary cleanups and provides relief from liability.

The Storage Tank and Spill Prevention Act of 1989, 35 P.S. §§ 6021.101 – 6021.2104, (Act 32), was enacted to, among other things, address releases of regulated substances from both active and abandoned storage tanks. The Commonwealth undertakes investigations and corrective actions at sites where contamination has resulted from spills and releases.

Other related work may be issued under this contract.

IV-2. Nature and Scope of the Contract

The Offeror(s) selected as a result of this RFP may perform a multitude of environmental investigative, professional engineering, construction, demolition and environmental remediation activities at sites located throughout the Commonwealth. The Offeror(s) will be required to prepare project plans, manage the project, and implement a wide variety of site response activities for each project assigned to the contract. These activities may include: waste handling, characterization and disposal; performance of in-situ remediation; waste and contaminated soil excavation; facility decontamination and demolition; site investigations of waste, soil, groundwater, surface water and sediments; design of remediation systems; hydrogeological evaluations; construction of remediation systems; storage tank removal, cleaning, or closure in place; operation and maintenance of remedial systems; enforcement support; and community relations support.

The Offeror may expect from zero to fifteen projects to be underway at any one time. The Offeror may be required to work cooperatively with other contractors, private landowners, and local governments. The Offeror may work at abandoned and occupied sites pursuant to access agreements negotiated or ordered by the Commonwealth.

The Offeror may be required to promptly provide response services, in some instances, within twenty four (24) hours, to mitigate immediate public health and safety problems, including explosion, fire or toxic hazards.

IV-3. Requirements.

The Offeror will be required to comply with all terms and conditions of its contract, the Commonwealth's work requisitions and approved project plans. The Offeror's attention is called to the following requirements.

A. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

The Commonwealth will require the following information of Offerors' prior to work being performed, if awarded a contract:

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a) employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b) identified essential business functions and key employees (within your organization) necessary to carry them out
 - c) contingency plans for:
 - i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - iii. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

- iv. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

B. Conflict of Interest. Prime contractors and certain subcontractors will be required to provide information to the Issuing Office relative to the existence of potential conflicts of interest (COI) on specific project assignments. A COI refers to any potential organizational or personal relationship that could influence or appear to influence the Offeror's ability to conduct unbiased investigations or response actions. Therefore, the prime contractor and certain subcontractors, as determined by the Issuing Office, will be required to identify any past, current, or anticipated relationships with entities that the Issuing Office determines may be potentially responsible for contamination found at a project site. The Issuing Office will require the Offeror and/or subcontractor to identify a method to resolve any potential COI and/or maintain the absence of an actual or potential COI.

C. Expertise. In order to perform this work, the Offeror must have diverse technical knowledge and the capability to perform diverse field procedures relating to hazardous substances. The Offeror will be required to provide the applicable professional expertise to satisfactorily complete work requisitions. This may include, but not be limited to, licensed professional geologists, registered professional engineers, and certified industrial hygienists.

D. Health and Safety. The Offeror will be required to conduct work at project sites in compliance with all federal and state statutes, regulations and standards for hazardous waste site operations. The Issuing Office wishes to point out that some hazards associated with the contract work may require special care and attention toward the health and safety of the Offeror's employees and the public in surrounding areas.

E. Equipment and Materials. The Offeror will be required to provide all equipment and materials to carry out the project in compliance with the approved work plan. All equipment must be in sound working condition and of recent manufacture. The Offeror must possess the necessary permits, licenses and certifications to operate the equipment.

The Offeror may be required to mobilize equipment and materials in a prompt manner (within twenty four (24) hours) to mitigate public health and safety problems, including fire, explosion or toxic hazards.

F. Analytical Services. The Issuing Office may use its own laboratory facilities or contract with separate commercial laboratories to perform analysis of samples the Offeror collects under the contract. However, when the Offeror is responsible for performing laboratory analysis, it shall use laboratories that comply with the Pennsylvania Environmental Laboratory Accreditation Act (Act 25 of 2002).

G. Subcontractors. The Issuing Office shall approve all subcontractors that the Offeror intends to use. The Issuing Office will require the Offeror to provide site specific bid documents, subcontractor bids and exceptions, and other information that will be

considered by the Issuing Office prior to its approval. The Offeror will be required to include prime contract terms and conditions in its subcontract and purchase order agreements.

H. Project Management. The Offeror will be required to prepare project plans, control project schedules, track project expenditures, and submit reports as required by **Section IV-5** of this RFP and other terms and conditions of the contract. The Offeror shall keep complete and accurate records of all work performed and costs incurred throughout the term of the contract and afterwards, as required by law and the contract.

The Department will allow a task entitled Project Management which will be used for unanticipated meetings and management of the work force. To arrive at the maximum work-hour limitation for this task, total all of the tasks in the project cost estimate other than this task and multiply that total by 12%. This task breaks down into 3% for unanticipated meetings and 9% for management of the work force. Both the Department's and the Offeror's estimates need to identify all anticipated meetings with work-hours included in the appropriate tasks. Unanticipated meetings and management of the work force hours should not be included in both individual tasks and the Project Management task.

I. Construction Work. The Offeror will be required to comply with specific Commonwealth laws and regulations that are applicable to construction work. These requirements are included in the contract and include, but are not limited to, prevailing minimum wage, surety bonds, steel products procurement, reciprocal limitations, and trade practices. Instructions for prevailing minimum wage billing rates are included in **Appendix L**.

J. Invoices. The Offeror will be required to submit invoices to the Issuing Office every thirty (30) days for each assigned project and a final invoice within sixty (60) days after completion of the project. The Offeror will be required to provide proper documentation and accurate accounting on a task basis for all project costs. The Offeror shall prepare and submit invoices according to the instructions contained in **Appendix H** of this RFP. At the discretion of the Issuing Office, **Appendix H** may be revised during the contract term.

IV-4. Tasks. The Issuing Office will assign work to the Offeror through individual work requisitions issued by the Issuing Office's designated Contract Manager. The Issuing Office will not be responsible for reimbursing the Offeror for any work performed before the date the work requisition is properly issued.

The Issuing Office anticipates it will assign the following types of work during the term of the contract.

A. Program Management. The Offeror may be required to submit Contract Standard Operating Procedures (Contract SOP), as determined and directed by the Issuing Office, that it will employ throughout the term of the contract. The SOP should include procedures that will be used for the project tasks listed below or as required

by the Issuing Office. The Offeror will maintain the Contract SOP in an electronic format accessible to the Issuing Office either through a web page or on Compact Digital disks (CDs). The Issuing Office may also require the Offeror to produce general contract reports and attend contract meetings as needed.

- B. Site Investigation.** The Offeror may be required to investigate sites to determine the type and extent of hazardous substances/contaminants present, the pollutant dispersal pathways, the risk of pollutants to receptors, and the identification of potential responsible parties. Investigations will be conducted according to applicable state and federal guidelines and requirements (e.g. Act 2, Federal National Contingency Plan, EPA publications). The Issuing Office may require the use of focused site screening techniques (e.g. direct push technologies, ground penetrating radar, x-ray fluorescence, soil-gas surveys, etc.) or innovative and emerging technologies to reduce time and cost of site investigations. It is the Issuing Office's intention to streamline site investigation by the use of "focused studies" to meet the project objective (e.g. selection of remedial alternatives) rather than by exhaustive data collection.

In order to conduct site investigations, the Offeror may be required to conduct extensive file reviews and/or audit facility management practices. The Offeror may be required to collect samples of soil, waste, groundwater, surface water, sediments, biota and air. The Offeror may be required to perform various measurements of meteorological, radiological, physical, and biological data. The Offeror should be prepared to demonstrate proper sample and data collection, storage, preservation, and documentation techniques.

The Offeror may be required to open and sample closed containers and tanks containing hazardous substances, perform excavation for the purposes of collecting samples, investigate subsurface conditions through remote sensing methods, and investigate groundwater characteristics and plumes.

- C. Aerial Photography, Surveying and Mapping.** The Offeror may be required to perform aerial photography, surveying and mapping. The Offeror should be capable of providing color aerial photographs and enlargements for sites with location information provided by the Issuing Office. Some site photos and drawings may be required for presentation at public meetings and hearings.

Surveys should be conducted to define locations and elevations of property lines, rights-of-way, easements, surrounding properties, sampling points and monitoring wells.

The Offeror may be required to prepare topographic maps at various scales and include contour lines, data obtained from aerial photos and ground surveys, political boundaries, site monitoring wells with plotted elevation and position data, route/road identification, grid lines using the Pennsylvania State Rectangular System, and other requirements of the Issuing Office. AutoCAD data should be capable of being transferred on Flash drives or CDs and providing separate layers for different features. Final drawings may be required as half tone projects on mylar sheets or as

blueprint drawings. The Issuing Office may require that AutoCAD data be in a format compatible with Issuing Office standards.

D. Data Evaluation. The Offeror may be required to perform various evaluations of data collected through site investigations. The Offeror may be required to validate laboratory data, construct conceptual site models, construct various fate and transport models, and perform risk analyses and assessments. The Offeror will be required to perform all data evaluation according to best professional practices, relevant state and federal statutes, regulations and guidelines and/or ASTM standards.

E. Waste Collection, Characterization, and Removal. The Offeror may be required to collect wastes, excavate contaminated soil, dredge contaminated sediments, and otherwise collect materials that are contaminated with hazardous substances and contaminants. The Offeror will be required to properly containerize, characterize and arrange for the treatment and/or disposal of the waste generated in accordance with all applicable laws, rules and regulations.

The Offeror may be required to properly handle drums and other containers; remove wastes from tanks, vats or other process equipment; properly segregate incompatible wastes; repackage wastes into appropriate containers; perform waste compatibility tests; bulk compatible wastes; treat wastes on-site to neutralize, stabilize, solidify, or otherwise reduce the toxicity; and keep accurate records of waste generation, treatment and disposal actions.

The Offeror may be required to handle toxic, reactive, corrosive, flammable, radiological or shock sensitive waste materials.

F. Facility Decontamination and Demolition. The Offeror may be required to decontaminate and demolish facilities or abandoned industrial or commercial processes that utilize hazardous substances. This could include building surveys, structure shoring or demolition, above ground storage tank removal, and decontamination of manufacturing process equipment or commercial process lines.

G. Closure of Waste Disposal Areas. The Offeror may be required to properly close waste disposal areas. This could include stabilization of berms, dikes, and impoundments; drainage or closure of lagoons; capping of waste disposal areas of contaminated soils; construction of on-site disposal cells; construction of leachate and/or gas collection and treatment systems, and control of surface water drainage.

H. Contaminated Groundwater and Soil Remediation Design and Construction. The Offeror may be required to design and construct active and passive remediation systems for the treatment, destruction, stabilization, or containment of media contaminated with hazardous substances, contaminants, or petroleum products. Remedial systems may include groundwater recovery and treatment; in-situ groundwater treatment; soil stabilization or treatment; soil or dual phase vapor extraction; bio-remediation; or may involve the use of emerging or innovative systems.

Remedial designs must comply with all applicable state and federal laws and regulations and must be signed by a person registered in Pennsylvania as a professional engineer in the appropriate field of engineering. The Offeror may be required to prepare maps and plans at various scales that include contour lines and site data obtained from aerial photos and ground surveys. AutoCAD data should be capable of being transferred on CDs and providing separate layers for different features. The Commonwealth may require that AutoCAD data be in a format compatible with Commonwealth standards.

I. Water Supply Replacement. The Offeror may be required to provide or arrange for the temporary or permanent replacement of private or public water supplies that have been contaminated with hazardous substances, contaminants or petroleum products.

J. Site Control, Relocation and Restoration. The Offeror may be required to install site control measures, relocate structures, drainage, or residences, and restore land during site response activities. This may include removal of trees and brush; installation of fences or other access restrictions; construction and removal of temporary access roads, installation and removal of temporary field office and support facilities; relocation of utilities; relocation of public or private facilities, re-vegetation of disturbed areas; and temporary relocation and restoration of waterways and drainage areas.

K. Storage Tank Services. The Offeror may be required to remove or close in place aboveground and underground storage tanks, tank systems, and distribution systems. The contractor may be required to test tank and distribution system integrity and sample tank contents. Offerors must be cognizant of requirements under the Commonwealth's storage tank and the federal leaking underground storage tank (LUST) programs. Some activities may require certification under these programs.

L. Project Community Relations and Enforcement Support. The Issuing Office will conduct community relations programs, however, the Offeror may be required to provide assistance in developing visuals, charts, drawings, maps and other information in support of public meeting and hearings and disseminating project information via web based technology.

The Offeror may be required to support enforcement proceedings against parties responsible for the hazardous substances or contaminants present at a project site. For instance, the Offeror may be required to collect and organize available data and background information about a case, prepare case specific documentation, and provide expert testimony during enforcement proceedings, including the preparation of affidavits and attendance at depositions.

M. Operation and Maintenance. The Offeror may be required to perform operation and maintenance of remedial systems. This may include operation and maintenance of treatment systems, maintenance of sites where EPA has performed a remedial

response under the federal Superfund program; and monitoring of contaminated stabilized groundwater plumes.

IV-5. Reports and Project Control.

A. Site-Specific Work Plan. The Issuing Office will provide a scope of work (SOW) with each work requisition issued under the contract. The Offeror will be required to prepare a site-specific work plan that specifies and describes the work that the Offeror will perform to meet this SOW. The site-specific work plan should establish the tasks for the project, identify the work elements of each task, describe the site-specific methods employed, list the specific personnel assigned to each task, describe the services to be subcontracted, and identify the deliverable items to be produced. The site-specific work plan may also include site-specific sampling and analysis activities, quality assurance and quality control activities and health and safety procedures. This site-specific work plan will reference the Contract SOPs that are applicable for the project. The Offeror may be required to provide to the Issuing Office a format for the site-specific work plan during the oral presentations or best and final offer.

Upon the issuance of a work requisition under the contract and prior to work plan preparation, the Issuing Office may require the Offeror to attend a project scoping meeting.

As part of the site-specific work plan, the Offeror shall submit a project schedule in Gantt chart display, broken down by task. The Offeror shall prepare a cost estimate, by task, for the method of reimbursement (i.e. time and materials, fixed price or unit rate) chosen by the Issuing Office for the project. The Offeror shall submit the cost estimate in the form and in the detail required by the Issuing Office. The Offeror may be required to estimate the costs incurred by month within the project schedule.

The Issuing Office's Contract Manager will approve the site-specific work plan through the issuance of a Notice to Proceed to the Offeror.

B. Project Controls. The Offeror shall only perform the tasks under the work requisition that is approved, in writing, by the Issuing Office's Contract Manager through a project not to exceed notice, project notice to proceed, or a project change order. The Issuing Office's Contract Manager may designate authority to approve in-scope change orders in its notice to proceed. An in-scope change shall be defined as a change that results in an increased cost to a task that is established in an approved work plan or an approved out of scope change order and which does not exceed, on a cumulative basis, ten percent (10%) of the total project notice to proceed cost.

The Issuing Office's Contract Manager, in his sole discretion, shall determine whether a change is an in-scope or out-of-scope change. The Issuing Office shall not be liable for costs incurred that exceed the task budget limits established in the project not to exceed notices, notices to proceed or change orders. The Issuing Office reserves the right to suspend, modify or terminate approved work, as required based on the Issuing Office's needs.

In order to assure efficiency and continuity, the Offeror's management and key project personnel will remain assigned to specific projects until completion. The Offeror may request, in writing to the Issuing Office's Contract Manager, the replacement of management or key project personnel, which the Issuing Office may approve. In addition, the Issuing Office may require, as it deems necessary, the replacement of any person the Offeror has assigned to the contract.

The Issuing Office's Contract Manager shall approve in writing all subcontractors and, on a project specific basis, certain equipment and material procurements. The Issuing Office shall approve the Offeror's procedure for soliciting bids or proposals for adequate competition, cost effectiveness, contractor responsibility provisions, and soundness of approach.

C. Project Status Reports. The Offeror shall submit project status reports to the Issuing Office's Project Manager and Contract Manager on a weekly, monthly or quarterly basis as determined by the Issuing Office for each project. The reports shall contain the narrative and a task budget summary as required in **Appendix J** of this RFP.

D. Daily Activity Reports. The Offeror shall prepare daily activity reports to record work progress and resources employed for work performed in the field. These reports must be provided to the Issuing Office's Regional Project Manager not later than noon of the next working day after the day covered by the report. A sample format for Daily Activity Reports is provided in **Appendix K**. The Issuing Office's Contract Manager may approve alternative formats. In addition, the Offeror is required to submit, with each invoice, a description of off-site work performed on a per employee, per day basis as required by **Appendix H** of this RFP.

E. Project Reports. The contractor may be required to produce site assessment or other final project reports that document and summarize site investigations, data evaluations, and response actions performed. In consultation with the Commonwealth, the contractor shall determine the report format for each project.

The contractor should also have the ability to submit reports and technical data on CDs for direct reading on local PCs. These should work with Microsoft™ Windows operating systems and be compatible with Microsoft Office™ software. They should be able to be read directly by the user without additional software requirements or have the necessary software for direct viewing loaded as part of the CD. Compactness of large amounts of graphical data along with ease of use should be the goal for any deliverables submitted under this format.

The contractor may also be required to report and store data collected under this contract in geographical information system (GIS) format. An important aspect of this approach is the ability to make this information available to a wide range of users in the Commonwealth through the use of Internet web browsers. These systems and data must comply with Commonwealth standards.

F. Project Close Out. The Issuing Office will provide notice to the Offeror that the work requisition has been completed. Upon such notice, the Offeror shall provide final invoices and certifications that all vendors and subcontractors have been paid within the time required by the Issuing Office. The Issuing Office's Contract Manager will provide the Offeror with a final notice of project closeout. The Offeror will not be reimbursed for any further work under the work requisition.

IV-6. Contract Requirements – Small Diverse Business Participation.

All contracts containing SDB participation will also include a provision requiring the selected contractor to meet and maintain those commitments made to SDBs at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. All contracts containing SDB participation must include a provision requiring SDB subcontractors to perform at least **50%** of the subcontracted work.

The selected contractor's commitments to SDBs made at the time of proposal submittal or contract negotiation shall, to the extent so provided in the commitment, be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BSBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the SDB participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BSBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to SDB subcontractors and suppliers. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received SDB participation points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DIVERSE BUSINESS STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR SMALL DIVERSE BUSINESS UTILIZATION.

APPENDIX A

STANDARD CONTRACT TERMS AND CONTRACT ATTACHMENTS

**AGREEMENT
BY AND BETWEEN THE
PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND**

THIS AGREEMENT, made this _____ day of _____, _____, by and between the PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter referred to as "DEPARTMENT" and _____, hereinafter referred to as "CONTRACTOR."

WHEREAS, the DEPARTMENT is desirous of retaining a contractor to provide interim response and remediation services pursuant to the passage by the Pennsylvania Legislature of the Hazardous Sites Cleanup Act, Act 108 of October 18, 1988, 35 P.S. 6020.101 – 6020.1305, the Land Recycling and Environmental Remediation Standards Act, Act 2 of May 19, 1995, 35 P.S. 6026.101 – 6026.908, and the Storage Tank and Spill Prevention Act, Act 32 of July 6, 1989, 35 P.S. 6021.101 – 6021.2104; and

WHEREAS, the DEPARTMENT issued a Request for Proposal to contract for services to provide the interim response and remediation services as set forth in this Agreement and the attachments hereto; and

WHEREAS, the CONTRACTOR submitted a proposal to provide the aforementioned services.

NOW, THEREFORE, the parties hereto, intending to be legally bound, mutually agree as follows:

1. CONTRACTOR AGREES:

- 1.1 CONTRACTOR shall make its services readily available to the DEPARTMENT on an as-needed basis in accordance with this Agreement and the attachments herein to provide interim response and remediation services relating to Pennsylvania's Environmental Cleanup Programs. It is agreed that there will be no minimum or guaranteed amount of work offered as a result of this Agreement.
- 1.2 That the services of the CONTRACTOR shall commence upon execution of this Agreement and continue for a period of two (2) years. The effective date shall be fixed by the DEPARTMENT after this Agreement has been fully executed by the CONTRACTOR and by the DEPARTMENT and all approvals required by the Commonwealth contracting procedures have been obtained. The CONTRACTOR may be offered options to annually renew the Agreement upon the terms and conditions set forth herein for up to three (3) additional years. The DEPARTMENT reserves the right, upon notice to the CONTRACTOR, to extend the term of the Agreement for up to three (3) months upon the same terms and conditions and only for the time necessary, up to three (3) months, to enter into a new contract.
- 1.3 To perform all normal and incidental interim response and remediation services in a good, professional and timely manner in accordance with the directions of the DEPARTMENT and the terms of this Agreement.

- 1.4 To furnish proper supervision and quality control and assurance practices for the work performed on all projects at all times. The CONTRACTOR shall promptly correct all work rejected by the DEPARTMENT if such work fails to conform to this Agreement, the DEPARTMENT'S Work Requisitions, and Work Plans approved under this Agreement.
- 1.5 To perform work under this Agreement only upon receipt of a Work Requisition issued by the DEPARTMENT'S Contract Manager. The Work Requisition will contain a Project Scope of Work that will identify the tasks or subtasks to be performed. The CONTRACTOR shall attend a project scoping meeting as required by the DEPARTMENT to discuss and clarify the Project Scope of Work. The CONTRACTOR shall provide project scoping meeting minutes in the specified time period, if directed by the DEPARTMENT.
- 1.6 To provide a Work Plan to the DEPARTMENT within the time period directed by the DEPARTMENT. The Work Plan must include the plans required by the scope of work, a project schedule, and a cost estimate, according to the format required by the DEPARTMENT, either on a time and materials, unit cost or lump sum basis.
- 1.7 To initiate work pursuant to a Work Plan only after receipt of a project Notice to Proceed issued by the DEPARTMENT'S Contract Manager. The project Notice to Proceed will constitute the DEPARTMENT'S approval of the Work Plan and will establish the not to exceed cost for each project task. If agreement cannot be reached on the Work Plan, the DEPARTMENT may reject the Work Plan and assign the project to another Contractor. In the event the Work Plan is rejected, the reasonable time spent by the CONTRACTOR in preparation will be considered a reimbursable charge.
- 1.8 To promptly notify the DEPARTMENT of any changes to the Project Scope of Work, Work Plan, and schedule. The CONTRACTOR shall submit a Project Change Order, according to the format required by the DEPARTMENT, for changes that will impact the task not to exceed cost limits established in the DEPARTMENT'S Notice to Proceed or subsequent Project Change Orders. The CONTRACTOR agrees that it is at risk of nonpayment for any work it performs outside the scope of the DEPARTMENT'S Notice to Proceed and Project Change Orders.
- 1.9 To provide the DEPARTMENT with a copy of generic subcontract procurement agreements and project specific subcontractor procurement documents as required by the DEPARTMENT. The CONTRACTOR shall only allow subcontractors that have been approved by the DEPARTMENT'S Contract Manager to work under this Agreement.
- 1.10 To submit to the DEPARTMENT all reports within the time period as required by the DEPARTMENT. The CONTRACTOR shall submit sealed and certified technical reports and documents as required by the DEPARTMENT.
- 1.11 To maintain the assignments of key personnel (e.g. Program Managers, Project Managers, Licensed Professional Geologists, Lead Design Engineers, Project Superintendents) to the work requisitions issued by the DEPARTMENT. The CONTRACTOR shall propose to the DEPARTMENT, in writing, the replacement of key project personnel due to medical, employment changes, or for reasons otherwise approved by the DEPARTMENT. The new key personnel are subject to the approval of the DEPARTMENT, prior to performing work under the Work Requisition. The

CONTRACTOR agrees to assume the costs of project specific orienting and training of replacement personnel to a level satisfactory to the DEPARTMENT.

1.12 The CONTRACTOR has submitted in its cost and price proposal, a list of personnel, materials, and equipment to perform work hereunder at rates to be paid hereunder.

(a) As to the list of personnel:

1. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to add new personnel during the term of the Agreement to perform work hereunder. The written notification shall include a complete amended list and resumes for professional classifications. The additional personnel, the salary classifications within which they fall and rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of new personnel and their rates prior to work being performed.
2. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to promote existing personnel during the term of the Agreement. For the purposes of this Agreement, a promotion shall be considered as an employee being raised from one professional or technical level ("P" or "T" level) to the next higher level. The written notification shall include a complete amended list. Such promotions and rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that the actual hourly rate will not escalate greater than fifteen percent (15%) for promotions. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of promotions and their rates prior to work being performed.
3. For purposes of reimbursement under this Agreement, each employee assigned to this Agreement will be entitled to no more than a six (6) percent increase in actual salary rate per year for the duration of this Agreement. The effective period for the actual rates subject to escalation under this section shall be _____ to _____ each year, unless the DEPARTMENT approves a change in this period. Actual rates in the cost submittal attached to this Agreement can be escalated, under this section, for the period beginning _____.
4. The labor cost multiplier will be applied to the employee's actual direct salary. The labor cost multiplier is described and defined in Attachments C and D to this Agreement. The CONTRACTOR'S labor cost multiplier may be adjusted downward or upward as of each annual anniversary date of this agreement, or as otherwise approved by the DEPARTMENT. The DEPARTMENT may approve or disapprove the CONTRACTOR'S request for adjustment in its sole and absolute discretion. The CONTRACTOR shall identify the method of determining indirect costs with sufficient documentation to support its use.

(b) As to the list of equipment and materials:

1. The CONTRACTOR shall notify the DEPARTMENT in writing of its intent to add new types of equipment and materials during the term of the Agreement. The new types of equipment and materials and their associated rates of reimbursement for contract work are subject to written approval of the DEPARTMENT. The CONTRACTOR agrees that it is at risk of nonpayment if it does not receive such approval of new types of equipment and materials and their rates prior to work being performed.
 2. For purposes of reimbursement under this Agreement, each equipment and material rate will escalate no more than three percent (3%) per year for the duration of this Agreement. This will be effective as of each annual anniversary date of the contract, unless otherwise approved in writing by the DEPARTMENT.
- 1.13 To submit project specific invoices for services rendered to the DEPARTMENT on a monthly basis and upon project completion. The CONTRACTOR agrees that it risks nonpayment of an invoice that it submits more than one year after the monthly billing period. The DEPARTMENT'S Contract Manager may approve an alternate method or schedule for invoice submission. The CONTRACTOR shall submit a copy of the invoice to the DEPARTMENT'S designated Regional Project Manager. The original is to be mailed to the person designated by the DEPARTMENT.

The CONTRACTOR shall prepare and submit invoices in accordance with the DEPARTMENT'S Invoice Instructions and Format included in Attachment C of this Agreement.

The CONTRACTOR shall submit a final invoice to the DEPARTMENT within sixty (60) days from the date of the written notification from the DEPARTMENT that the project is complete and it intends to close the Work Requisition. Invoices submitted after the DEPARTMENT closes out the Work Requisition will not be reimbursed.

2. DEPARTMENT AGREES:

2.1 That staff members of the DEPARTMENT will cooperate with the CONTRACTOR on performance of its service under this Agreement and will be available for consultation with the CONTRACTOR at such reasonable periods that will not conflict with their other responsibilities.

2.2 To provide full information to the CONTRACTOR concerning the DEPARTMENT'S requirements for the task(s) and to provide access to and make all provisions for the CONTRACTOR to review necessary files as required to perform its services. The DEPARTMENT shall provide access to properties where work will be performed under this Agreement.

2.3 To provide Work Requisitions, Notices to Proceed, and Project Change Orders in writing, specifying the date when project work may begin. The DEPARTMENT will promptly issue Stop Work Orders, in writing, to the CONTRACTOR, listing the date and time when project work must cease. The DEPARTMENT is not obligated to pay the CONTRACTOR for work performed outside the scope of these written orders.

2.4 To pay the CONTRACTOR for all services that are satisfactorily performed and reasonably incurred to perform work according to the requirements of approved Work Plans, Work Requisitions and this Agreement. Principles and standards for determining costs applicable to this Agreement shall be as defined and shall be deemed "reasonable" in accordance with standards cited in Federal Acquisition Regulation (FAR), FAC 84-26, Contracts with Commercial Organizations, Subpart 31.201-3, Determining Reasonableness.

2.5 To pay the CONTRACTOR for work performed under this Agreement up to a maximum of \$ _____ during the Agreement period. The maximum amount may be increased during the term of the Agreement in accordance with procedures as set forth in the Pennsylvania Department of General Services Field Procurement Handbook (M215.3).

2.6 The DEPARTMENT shall approve each invoice for payment within 45 days of receipt of the invoice. When approval is rendered, the invoice will be forwarded to the Comptroller's Office for further processing and payment. During the 45 day review period, the DEPARTMENT will attempt to resolve any disputed items. Any items unresolved will be disallowed and the remaining items will be submitted to the Comptroller's Office for further processing.

3. CONTRACT DOCUMENTS

3.1 The following documents are attached hereto, incorporated herein, and made a part of this Agreement:

- (a) Attachment A Provisions for Commonwealth Contracts
- (b) Attachment B General Conditions for Construction, Interim Response and Remediation Services Contract, December 17, 2008
- (c) Attachment C The DEPARTMENT'S Request for Proposal, dated
- (d) Attachment D The CONTRACTOR'S Proposal (including Technical, Cost, SDB submittals, Clarifications and Best and Final Offers)
- (e) Attachment E Nondiscrimination/Sexual Harassment Clause

In the event of a conflict or dispute, unless otherwise specified in this Agreement, the terms and conditions of this Agreement and Attachments A, B, C and E shall take precedence over the terms and conditions of all other Attachments.

4. IT IS MUTUALLY UNDERSTOOD AND AGREED by the parties hereto as follows:

4.1 **Independent Contractor:** In performing the services required by this Agreement, the CONTRACTOR will act as an independent contractor and not as an employee or agent of the Commonwealth.

4.2 **Compliance with Law:** The CONTRACTOR shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this agreement.

- 4.3 **Environmental Provisions:** In the performance of this Agreement, the CONTRACTOR shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- 4.4 **Ownership Rights:** The DEPARTMENT 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 DEPARTMENT as part of the performance of the Agreement. The term "data" as used in this paragraph, includes field logs, drawings or other graphic, electronic, chemical or mechanical representations; geologic core samples and work of any similar nature that are developed as part of the performance of the Agreement.
- 4.5 **Release and Maintenance of Records:** The CONTRACTOR agrees not to divulge or release any information, reports or recommendations developed or obtained in connection with the performance of work under this Agreement, except to DEPARTMENT personnel or upon written approval of the DEPARTMENT'S Contract Manager. The CONTRACTOR agrees to maintain documents and records developed under this Agreement for a period of three (3) years from the date of final payment.
- 4.6 **Patent, Copyright, and Trademark Indemnity:** 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 this Agreement 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 DEPARTMENT under this Agreement. The CONTRACTOR shall defend any suit or proceeding brought against the DEPARTMENT 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 this Agreement. This is upon condition that the DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT harmless from all damages, costs, and expenses, including attorney's fees that the CONTRACTOR or the DEPARTMENT 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 this Agreement. If any of the products provided by the CONTRACTOR in such suit or proceeding are held to constitute infringement, 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 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 DEPARTMENT, only those items of equipment or software which are held to be infringing, and to pay the DEPARTMENT: 1) any amounts paid by the DEPARTMENT towards the purchase of the product, less straight line depreciation; 2) any license fee

paid by the DEPARTMENT 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.

- 4.7 **Assignment of Antitrust Claims:** The CONTRACTOR and the DEPARTMENT 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 DEPARTMENT. As part of the consideration for the award of the Agreement, and intending to be legally bound, the CONTRACTOR assigns to the DEPARTMENT 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 Agreement.
- 4.8 **Audit Provisions:** The DEPARTMENT shall have the right, at reasonable times and at a site designated by the DEPARTMENT, 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 this Agreement. The CONTRACTOR agrees to maintain books, documents, and records that relate to costs or pricing data for this Agreement for a period of three (3) years from the date of final payment. The CONTRACTOR shall give full and free access to all records to the DEPARTMENT and/or their authorized representatives.
- 4.9 **Suspension:** When the terms and conditions of this Agreement are not materially being met, the DEPARTMENT may, upon written notice to the CONTRACTOR, suspend the Agreement until corrective action has been taken to the satisfaction of the DEPARTMENT, or until the Agreement is terminated.
- 4.10 **Default:** The DEPARTMENT may, subject to the provisions of paragraph 4.11, Force Majeure, and in addition to its other rights under this Agreement, declare the CONTRACTOR in default by written notice thereof to the CONTRACTOR, and terminate (as provided in paragraph 4.12, Termination Provisions) the whole or any part of this Agreement for any of the following reasons:
- a. Failure to begin work within the time specified in the Agreement or as otherwise specified;
 - b. Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of this Agreement;
 - c. Unsatisfactory performance of the work;
 - d. Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - e. Discontinuance of work without approval;
 - f. Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - g. Insolvency or bankruptcy;
 - h. Assignment made for the benefit of creditors;
 - i. Failure or refusal within 10 days after written notice by the Contract 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;

- j. Failure to protect, to repair, or to make good any damage or injury to property; or
- k. Breach of any provision of this Agreement.

In the event that the DEPARTMENT terminates this Agreement in whole or in part as provided above, the DEPARTMENT may procure, upon terms and in such manner as it determines, services similar or identical to those so terminated, and the CONTRACTOR shall be liable to the DEPARTMENT for any reasonable excess costs for such similar or identical services included within the terminated part of the Agreement.

If the Agreement is terminated as provided above, the DEPARTMENT, in addition to any other rights provided in this paragraph, may require the CONTRACTOR to transfer title and deliver immediately to the DEPARTMENT in the manner and to the extent directed by the DEPARTMENT, such partially completed work, 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 Agreement as has been terminated. Except as provided below, payment for completed work and partially completed work accepted by the DEPARTMENT shall be made according to the terms of this Agreement. The DEPARTMENT may withhold from amounts otherwise due the CONTRACTOR for such completed or partially completed works, such sum as the Contract Manager determines to be necessary to protect the DEPARTMENT against loss.

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

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

Following exhaustion of the CONTRACTOR'S administrative remedies as set forth in paragraph 4.13, the CONTRACTOR'S exclusive remedy shall be to seek damages in the Board of Claims.

- 4.11 **Force Majeure:** Neither party will incur liability to the other if its performance of any obligation under this Agreement 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 are not 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 DEPARTMENT 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 Agreement 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 DEPARTMENT may reasonably request. After receipt

of such notification, the DEPARTMENT may elect either to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate the CONTRACTOR'S delay.

In the event of a declared emergency by competent governmental authorities, the DEPARTMENT by notice to the CONTRACTOR, may suspend all or a portion of the Agreement.

4.12 **Termination Provisions:** The DEPARTMENT has the right to terminate this Agreement for any of the following reasons. Termination shall be effective upon written notice to the CONTRACTOR.

- a. Termination for Convenience: The DEPARTMENT shall have the right to terminate the Agreement for its convenience if the DEPARTMENT 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 DEPARTMENT'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 DEPARTMENT shall have the right to terminate the Agreement. 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 this Agreement. 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 many appropriations available for that purpose.
- c. Termination For Cause: The DEPARTMENT shall have the right to terminate the Agreement for CONTRACTOR default under paragraph 4.10, Default, upon written notice to the CONTRACTOR. The DEPARTMENT shall also have the right, upon written notice to the CONTRACTOR, to terminate the Agreement for other cause as specified in the Agreement or by law. If it is later determined that the DEPARTMENT erred in terminating the Agreement for cause, then, at the DEPARTMENT'S discretion, the Agreement shall be deemed to have been terminated for convenience under the subparagraph 4.12.a.

4.13 **Controversies:** In the event of a controversy or claim arising from the Agreement, the CONTRACTOR must, within six months after the cause of action accrues, file a written claim with the Contract Manager for a determination. The claim shall state the 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.

The DEPARTMENT 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 DEPARTMENT and the CONTRACTOR. The DEPARTMENT shall send its written determination to the CONTRACTOR. If the DEPARTMENT fails to issue a final determination within the

120 days (unless extended by consent of the parties), the claim shall be deemed denied. The DEPARTMENT'S determination shall be the final order of the DEPARTMENT.

Within fifteen (15) days of the mailing date of the final 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 Agreement in a manner consistent with the determination of the DEPARTMENT and the DEPARTMENT shall compensate the CONTRACTOR pursuant to the terms of the Agreement.

4.14 **Assignability and Subcontracting:**

- a. Subject to the terms and conditions of this paragraph, this Agreement 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 Agreement without the prior written consent of the DEPARTMENT, which consent may be withheld at the sole and absolute discretion of the DEPARTMENT.
- c. The CONTRACTOR may not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the DEPARTMENT, which consent may be withheld at the sole and absolute discretion of the DEPARTMENT.
- d. Notwithstanding the foregoing, the CONTRACTOR may, without the consent of the DEPARTMENT, assign its rights to payment to be received under the Agreement, provided that the CONTRACTOR provides written notice of such assignment to the Contract Manager together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Agreement.
- e. For the purposes of this Agreement, 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 DEPARTMENT 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 Agreement 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 Contract Manager written notice of any such change of name.

4.15 **Conflict of Interest:** The CONTRACTOR shall not engage the services of any persons now employed by the Commonwealth for work on this contract, except with the DEPARTMENT'S approval. In addition, if the CONTRACTOR is aware of any conflict, the

CONTRACTOR shall promptly advise the DEPARTMENT of the concern to mutually agree on a course of action.

4.16 **Covenant Against Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 DEPARTMENT shall have the right to terminate the Agreement 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.

4.17 **Applicable Law:** This Agreement 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.

4.18 **Integration:** This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the DEPARTMENT or the CONTRACTOR has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, 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, not any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modification, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate DEPARTMENT form.

4.19 **Changes:** The DEPARTMENT reserves the right to issue contract change orders at any time during the term of the Agreement or any renewals or extensions thereof: 1) to increase or decrease quantities resulting from variations between estimated quantities in the Agreement and actual quantities; 2) to make changes to the services within the scope of the Agreement; 3) to notify the CONTRACTOR that the DEPARTMENT is exercising any renewal option provided in paragraph 1.2, hereof; or 4) to modify the time of performance that does not alter the scope of the Agreement to extend the completion date beyond the termination date of the Agreement or any renewals or extensions thereof. Any such contract change order shall be in writing, signed by the Chief of the Remediation Contract Section. The contract change order shall be effective as of the date appearing on the contract change order, unless the contract change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Agreement. The CONTRACTOR agrees to provide service in accordance with the contract change order. Any dispute by the CONTRACTOR in regard to performance required under any contract change order shall be handled through paragraph 4.13, "Controversies". Any other changes to this Agreement shall, however, require a formally executed amendment.

For purposes of this Agreement, "contract change order" is defined as a written order signed by the Chief, Remediation Contract Section, directing the CONTRACTOR to make changes authorized under this clause."

4.20 **Subcontracting**: The CONTRACTOR agrees to meet and maintain those commitments made to SDBs at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BSBO. The CONTRACTOR's commitments to SDBs shall, to the extent so provided in the commitment, be maintained throughout the term of this Agreement and through any renewal or extension of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above written.

Attest:

[CONTRACTOR NAME]

Secretary/Treasurer
(Cross one out)

President/Vice President
(Cross one out)

Federal Identification Number

Vendor Identification Number

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Attest:

Approved as to Legality and Form:

Deputy Secretary for
Waste, Air and Radiation Management

Office of Attorney General

Office of General Counsel

Chief Counsel
Department of Environmental Protection

I hereby certify that funds in the amount of \$ _____ are available under SAP
DOCUMENT #:

Comptroller

Office of the Budget

Date

Revised 9/10

ATTACHMENT E
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

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, by reason of gender, race, creed, or color, discriminate 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 against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
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 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.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

**ATTACHMENT F – RECYCLED CONTENTS PRODUCTS PROVISION
CONSTRUCTION PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT** (References to bidder shall mean "CONTRACTOR" for purposes of this Attachment)

All construction products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Construction Products	Material	% of Post-Consumer Materials	% of Total Recovered Materials
Structural Fiberboard	Recovered Materials	-	80
Laminated Paperboard	Post-consumer Paper	100	-
Rock Wool Insulation	Slag	-	75
Fiberglass Insulation	Glass Cullet	-	20
Cellulose Insulation (loose-fill and spray-on)	Post-consumer Paper	75	-
Perlite Composite Board Insulation	Post-consumer Paper	23	-
Plastic Rigid Foam, Polyisocyanurate/ Polyurethane: Rigid Foam Insulation	Recovered Material	-	9
Foam-in-Place Insulation	Recovered Material	-	5
Glass Fiber Reinforced Insulation	Recovered Material	-	6
Phenolic Rigid Foam Insulation	Recovered Material	-	5
Floor Tiles (heavy duty/commercial use)	Rubber	90	-
	Plastic	-	90
Patio Blocks	Rubber or Rubber Blends	90	-
	Plastic or Plastic Blends	-	90
Polyester Carpet Fiber Face	Polyethylene terephthalate (PET) resin	25	-
Latex Paint:			
--Consolidated ¹	Recovered Material	100	-
--Reprocessed ²			
----White, Off-White, Pastel Colors	Recovered Material	20	-
----Grey, Brown, Earthtones, and Other Dark Colors	Recovered Material	50	-
Shower and Restroom Dividers/Partitions:	Plastic	20	-
	Steel ⁴	16	9
		67	33
Carpet Cushion:			
--Bonded Polyurethane	Old Carpet Cushion	15	-
--Jute	Burlap	40	-
--Synthetic Fibers	Carpet Fabrication Scrap	-	100
--Rubber	Tire Rubber	60	-
Railroad Grade Crossing Surfaces			
--Concrete	Coal Fly Ash	-	15
--Rubber ³	Tire Rubber	-	85
--Steel ⁴	Steel	16	9
		67	33

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ Consolidated latex paint used for covering graffiti, where color and consistency of performance are not primary concerns.

² Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceiling, and trim; gutterboards; and concrete, stucco, masonry, wood, and metal surfaces.

³The recommended recovered materials content for rubber railroad grade crossing surfaces are based on the weight of the raw materials, exclusive of any additives such as binders or additives

⁴The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the construction product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the construction product(s), to provide the Commonwealth with documentary evidence that the construction product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**VEHICULAR PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All vehicular products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Vehicular Product	Requirements
Re-Refined Oil	25% re-refined oil base stock for engine lubricating oils, hydraulic fluids, and gear oils.

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Re-refined oil" is oil that is manufactured with a minimum of twenty-five percent basestock made from used oil that has been recovered and processed to make it reusable as oil. Once the oil has been refined, no difference can be detected between re-refined and virgin oil.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the vehicular product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE REFERENCED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the vehicular product(s), to provide the Commonwealth with documentary evidence that the vehicular product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**PAPER PRODUCTS
RECYCLED CONTENT**

(A) **REQUIREMENT**

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove Kraft, white and colored (including manila) Kraft, unbleached Excludes custom envelopes	30 10 10
Cotton fiber	High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20

Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Ground wood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose industrial wipers	Used in cleaning and wiping applications	40
Paperboard and Packaging Products		
Corrugated containers (<300 psi) (300 psi)	Used for packaging and shipping a variety of goods	25 25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrier board	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5
Miscellaneous Paper Products		
Tray liners	Used to line food service trays. Often contain printed information.	50

"Post-consumer" content is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material."

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with "pre-consumer," "recovered," or "secondary" paper fiber.

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

**LANDSCAPING PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All landscaping products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Landscaping Products	Recovered Material Content
Hydraulic Mulch: ----Paper ----Wood/Paper	100% (post-consumer) 100% (total)
Compost Made From Yard Trimmings and/or Food Waste	Purchase or use compost made from yard trimmings, leaves, grass clippings and/or food wastes for applications such as landscaping, seeding of grass or other plants, as nutritious mulch under trees and shrubs, and in erosion control and soil reclamation. DGS further recommends implementing a composting system for these materials when agencies have an adequate volume and sufficient space.
Garden Hose: ----Rubber and/or Plastic	60% (post-consumer)
Soaker Hose: ----Rubber and/or Plastic	60% (post-consumer)
Lawn and Garden Edging: ----Rubber and/or Plastic	30% (post-consumer)/30-100% (total)
Landscaping Timber and Posts: ----HDPE ----Mixed Plastics/Sawdust ----HDPE/Fiberglass ----Other mixed Resins	25% (post-consumer) + 50% (recovered) 50% (post-consumer) + 50% (recovered) 75% (post-consumer) + 20% (recovered) 50% (post-consumer) + 45% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the landscaping product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the landscaping product(s), to provide the Commonwealth with documentary evidence that the landscaping product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**MISCELLANEOUS PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All miscellaneous products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Miscellaneous Products	Recovered Material Content
Awards and Plaques	
-----Glass	75% (post-consumer) + 25% (recovered)
-----Wood	100% (total)
-----Paper	40% (post-consumer)
-----Plastic and Plastic/Wood Composites	50% (post-consumer) + 45% (recovered)
Industrial Drums	
-----Steel ¹	16% (post-consumer) + 9% (recovered)
-----Plastic (HDPE)	30% (post-consumer)
-----Fiber (paper)	100% (post-consumer)
Mats	
-----Rubber	75% (post-consumer) + 10% (recovered)
-----Plastic	10% (post-consumer) + 90% (recovered)
-----Rubber/Plastic Composite	100% (post-consumer)
Pallets	
-----Wood	95% (post-consumer)
-----Plastic	100% (post-consumer)
-----Thermoformed	25% (post-consumer)
-----Paperboard	50% (post-consumer)
Signage	
-----Plastic	80% (post-consumer)
-----Aluminum	25% (post-consumer)
-----Plastic Sign Posts/Supports	80% (post-consumer)
-----Steel Sign Posts/Supports ²	16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)
Sorbents	
-----Paper	90% (post-consumer) + 10% (recovered)
-----Textiles	95% (post-consumer)
-----Plastics	25% (total)
-----Wood ³	100% (total)
-----Other Organics/Multimaterials ⁴	100% (total)
Manual-Grade Strapping	
-----Polyester	50% (post-consumer)
-----Polypropylene	10% (total)
-----Steel ²	16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ Steel used in steel drums is manufactured using the Basic Oxygen Furnace (BOF) process, which contains 25-30% total recovered material, of which 16% is post-consumer steel. Steel used in manual-grade strapping is manufactured using either the BOF process or the Electric Arc Furnace (EAF) process, which contains 100% total recovered materials, of which 67% is post-consumer steel.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

³ "Wood" includes materials such as sawdust and lumber mill trimmings.

⁴ Examples of other organics include, but are not limited to, peanut hulls and corn stover. An example of multimaterial sorbents would include, but not be limited to, a polymer and cellulose fiber combination.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured in either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the miscellaneous product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the miscellaneous product(s), to provide the Commonwealth with documentary evidence that the miscellaneous product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**NONPAPER OFFICE PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All nonpaper office products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Nonpaper Office Product	Recovered Material Content
Recycling Containers and Waste Receptacles: -----Plastic -----Steel ¹ -----Paper -----Corrugated -----Solid Fiber Boxes -----Industrial Paperboard	20% (post-consumer) 16% (post-consumer) +9% (recovered) 25% (post-consumer) 40% (post-consumer) 40% (post-consumer) + 60% (recovered)
Plastic Desktop Accessories (polystyrene) including desk organizers, sorters, and trays, and memo, note, and pencil holders.	25% (post-consumer)
Binders: -----Plastic-Covered -----Paper-Covered -----Pressboard -----Solid Plastic -----HDPE -----PE -----PET -----Misc. Plastics	25% 75% (post-consumer) +15% (recovered) 20% (post-consumer) + 30% (recovered) 90% (post-consumer) 30% (post-consumer) 100% (post-consumer) 80% (post-consumer)
Trash Bags (plastic)	10% (post-consumer)
Toner Cartridges	Return used toner cartridges for remanufacturing and reuse or purchase a remanufactured or recycled-content replacement cartridge.
Printer Ribbons	Procure printer ribbon reinking or reloading services or procure reinked or reloaded printer ribbons.
Plastic Envelopes	25% (post-consumer)
Plastic Clipboards: -----HDPE -----PS -----Misc. Plastics	90% (post-consumer) 50% (post-consumer) 15% (post-consumer)
Plastic File Folders -----HDPE	90% (post-consumer)
Plastic Clip Portfolios -----HDPE	90% (post-consumer)
Plastic Presentation Folders -----HDPE	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

¹ The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is made from steel manufactured from in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel.

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) **BIDDER'S CERTIFICATION**

Bidder certifies that the nonpaper office products which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) **MANUFACTURER/MILL CERTIFICATION**

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) **ENFORCEMENT**

Awarded bidders may be required, after delivery of the paper, to provide the Commonwealth with documentary evidence that the nonpaper office product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

**PARK & RECREATION PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All park and recreation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Park & Recreation Product	Recovered Material Content¹
Park Benches & Picnic Tables:	
-----Plastic ²	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 50% (recovered)
-----Aluminum	25% (post-consumer)
-----Concrete	15% (total)
-----Steel ³	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
Plastic Fencing for Specified Uses ⁴	60% (post-consumer) + 30% (recovered)
Playground Equipment	
-----Plastic ³	90% (post-consumer) + 10% (recovered)
-----Plastic Composites	50% (post-consumer) + 45% (recovered)
-----Steel ⁴	16% (post-consumer) + 9% (recovered)
	67% (post-consumer) + 33% (recovered)
-----Aluminum	25% (post-consumer)
Playground Surfaces:	
-----Plastic or Rubber	90% (post-consumer)
Running Tracks:	
-----Plastic or Rubber	90% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the park and recreational product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the park and recreational product(s), to provide the Commonwealth with documentary evidence that the park and recreational product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ The recommended recovered materials content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² "Plastic" includes both single and mixed plastic resins. Park benches and picnic tables made with recovered plastic may also contain other recovered materials such as sawdust, wood, or fiberglass. The percentage of these materials contained in the product would also count toward the recovered materials content level of the item.

³ The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

⁴ Designation includes fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

**TRANSPORTATION PRODUCTS
RECYCLED CONTENT**

(A) REQUIREMENT

All transportation products offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer and recovered material content as shown below for the applicable products:

Transportation Products	Recovered Material Content¹
Traffic Cones: ----Plastic (PVC and LDPE) ----Crumb Rubber	50% (recovered) 50% (recovered)
Traffic Barricades (type I and II only): ----Plastic (HDPE, LDPE, PET) ----Steel ² ----Fiberglass	80% (post-consumer) + 20% (recovered) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 100% (recovered)
Parking Stops: ----Plastic and/or Rubber ----Concrete Containing Coal Fly Ash ----Concrete Containing Ground Granulated Blast Furnace Slag	100% (recovered) 20% (recovered) 15% when used as a partial cement replacement as an admixture in concrete. 25% (recovered)
Traffic Control Devices: ----Channellizers: -----Plastic -----Rubber (base only) ----Delineators: -----Plastic -----Rubber (base only) -----Steel (base only) ² ----Flexible Delineators	25% (post-consumer) 100% (post-consumer) 25% (post-consumer) 100% (post-consumer) 16% (post-consumer) + 9% (recovered) 67% (post-consumer) + 33% (recovered) 25% (post-consumer)

"Post-consumer" material is "material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer material is part of the broader category of recovered material."

"Recovered Materials" refers to waste materials and by-products which have been recovered or diverted from solid waste, but does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process

(B) BIDDER'S CERTIFICATION

Bidder certifies that the transportation product(s) which the bidder is offering contains the required minimum percentage of post-consumer and recovered material content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a manufacturer certification must be completed and signed by the manufacturer before payment will be made to the successful bidder for the delivered items. The enclosed Manufacturer/Mill Certification form must be used. Bidders are not required to submit the completed and signed Manufacturer/Mill Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the transportation product(s), to provide the Commonwealth with documentary evidence that the transportation product(s) were in fact produced with the required minimum percentage of post-consumer and recovered material content.

¹ Content levels are based on the dry weight of the raw materials, exclusive of any additives such as adhesives, binders, or coloring agents.

² The recommended recovered materials content levels for steel in this table reflect the fact that the designated items can be made from steel manufactured from either a Basic Oxygen Furnace (BOF) or an Electric Arc Furnace (EAF). Steel from the BOF process contains 25-30% total recovered materials, of which 16% is post-consumer steel. Steel from the EAF process contains a total of 100% recovered steel, of which 67% is post-consumer.

MANUFACTURER/MILL CERTIFICATION

(To be submitted with invoice for each order)

TO BE COMPLETED BY MANUFACTURER/MILL:

NAME OF MANUFACTURER/MILL: _____

ADDRESS OF MANUFACTURER/MILL: _____

FEDERAL EMPLOYER I.D. NO.: _____

CONTRACT OR REQUISITION NO. _____

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

Type of product(s) which the manufacturer/mill furnished to the contractor: _____

CERTIFICATION: I, the undersigned officer of the above-named manufacturer/mill, do hereby certify that I am authorized to provide this certification on behalf of the above-named manufacturer/mill and that the type of product(s) listed above which my company furnished to the contractor named above for the referenced contract or purchase requisition, contained not less than _____% post-consumer materials and _____% recovered materials as those terms are defined in the invitation for bids. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4904).

Signature

Name of Signatory

_____ _____
Title Date

APPENDIX B

PROPOSAL COVER SHEET

PROPOSAL COVER SHEET

**COMMONWEALTH OF PENNSYLVANIA
Department of Environmental Protection
RFP# IRRSC-7**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:</i>	
Printed Name:	
Title:	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX C

SMALL DIVERSE BUSINESS LETTER OF INTENT

APPENDIX C
SMALL DIVERSE BUSINESS
LETTER OF INTENT

[DATE]

[SDB Contact Name
Title
SDB Company Name
Address
City, State, Zip]

Dear [SDB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB] shall provide [identify the specific work, goods or services the SDB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB] represents that it meets the small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name
Title
Company
Phone number

SDB Name
Title
Company
Phone number

APPENDIX D

PERSONNEL RATE LIST FORMAT AND INSTRUCTIONS

APPENDIX E

IRRSC CORE EQUIPMENT LIST

IRRSC CORE EQUIPMENT LIST

Charge Code	Name	Description/Equivalent
On Road Vehicles		
C-1	Passenger Car	Standard four door sedan type
C-2	Passenger Van	Mini and Full size vans are considered equivalent
C-3	Pickup Truck, 2WD	½ and ¾ ton capacities are considered equivalent
C-4	Pickup Truck, 4WD	½ and ¾ ton capacities are considered equivalent
Field Offices		
C-5	Small Field Office Trailer	Approximately 25 feet long. Constructed and equipped with one desk, chairs, drafting table, filing cabinet, one telephone with answering machine, water cooler with cups, and steps, as further specified in section 3.14 of the General Conditions for Construction.
C-6	Large Field Office Trailer	Approximately 40 feet long. Constructed and equipped with two desks, chairs, drafting table, filing cabinet, two telephones (one with answering machine), water cooler with cups, and steps, as specified in section 3.14 of the General Conditions for Construction.
C-7	Decontamination Trailer, small	15-20 feet long, self-contained trailer in compliance with OSHA regulations. Equipped with HEPA air filter, air conditioner, pumps and water heater. Includes at least 2 showers, utility sink with mirror, metal lockers, benches, fresh and waste water storage tanks (freeze Protected), non-skid floors, and stairs.
C-8	Decontamination Trailer, large	25-35 feet long, self-contained trailer in compliance with OSHA regulations. Equipped with HEPA air filter, air conditioner, pumps and water heater. Includes at least 4 showers, utility sink with mirrors, benches, lockers, hookups for clothes washer/dryer, non-skid floors, fresh and waste water storage tanks, and stairs.
C-9	Facsimile Machine	Uses plain paper.
C-10	Copier	Uses plain paper.
C-11	Personal Computer	Desktop or laptop model. Minimum IBM compatible computer capable of running MS Office or compatible software, includes ink or laser jet plain paper printer, standard VGA monitor, keyboard and mouse.
C-12	Hand Held Radio	Minimum six channel, includes battery and charger. Must be intrinsically safe. Motorola HT-750 or equivalent.
Heavy Equipment		
C-13	Backhoe/Loader Tractor 4WD, 70 - 80 Horse Power	Includes standard bucket (up to 1.3 cubic yard capacity) and digging depth from 14 feet-15 feet. Equivalent models include Case 580, CAT 416, Deere 310, Komatsu WB140
C-14	Skid Steer Loader 1,800 pounds, 75 Horse Power	Includes standard bucket (approximately 48 inches). Equivalent models include Bobcat 773, Case 60XT, Mustang 2060, Cat 236, Deere 250, Komatsu SK818

C-15	Small Excavator-Crawler Mounted 19-21 Metric Tons	Includes standard bucket (1.25 cubic yard capacity). Equivalent models include CAT 320, Case CX210, Deere 200, Komatsu PC200LC
C-16	Medium Excavator-Crawler Mounted 40-50 Metric Tons	Includes standard bucket (2.5 cubic yard capacity). Equivalent models include CAT 345, Case CX460, Deere 450, Komatsu PC400LC
C-17	Crawler Loader 140-165 Horse Power	Includes standard bucket (2.25-2.5 cubic yard capacity). Equivalent models include Cat 963, Deere 755
C-18	Small Wheel Loader Articulated, 4WD, 85-95 Horse Power	Includes standard bucket (1.5 - 1.75 cubic yard capacity). Equivalent models include Cat 914, Case 521, Deere 444, Komatsu WA120L
C-19	Medium Wheel Loader, Articulated, 4WD, 170-190 Horse Power	Includes standard bucket (3.25-4.0 cubic yard capacity). Equivalent models include CAT 950, Case 721, Deere 644, Komatsu WA380
C-20	Crawler Dozer 80 Horse Power	Includes standard angle or power angle blade. Equivalent models include Case 750, CAT D4, Deere 550/650, Komatsu D38
C-21	Skid Steer Drum Grapppler, Hydraulic	Capable for use on a skid steer loader. Must have clasp and 360 degree rotation functions. Must be keyed or have designed stops to prevent crushing of drums. Must have solid steel plate grasp structures to funnel any blasts vertically.
C-22	Excavator Drum Grapppler, Hydraulic	Capable for use on a 19-21 metric ton excavator. Must have clasp and 360 degree rotation functions. Must be keyed or have designed stops to prevent crushing of drums. Must have solid steel plate grasp structures to funnel any blasts vertically.
Pumps		
C-23	Trash Pump, 3 inch	Portable, Self-Priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.
C-24	Trash Pump, 6 inch	Portable, Self-Priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.
C-25	Utility or Centrifugal Pump, 2 inch.	Portable, self-priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.
C-26	Utility or Centrifugal Pump, 3 inch	Portable, self-priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.

C-27	Double Diaphragm Pump, 2 inch	Portable, air powered, self-priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.
C-28	Double Diaphragm Pump, 3 inch	Portable, air powered, self-priming. Includes 25 feet of suction hose (with strainer) and 50 feet of discharge hose.
C-29	Grundfus Redi-Flo-2 150 ft	2 inch Well Pump, Up to 150 foot lead with 115 or 220 volt controller
C-30	Grundfus Redi-Flo-2 300 ft	2 inch Well Pump, Up to 300 foot lead with 115 or 220 volt controller
C-31	Grundfus Redi-Flo-4 150 ft	4 inch Well Pump, Up to 150 foot lead with 115 or 220 volt controller
C-32	Grundfus Redi-Flo-4 300 ft	4 inch Well Pump, Up to 300 foot lead with 115 or 220 volt controller
C-33	2 inch Discharge Hose	Extra 50 foot section with couplings.
C-34	3 inch Discharge Hose	Extra 50 foot section with couplings.
C-35	6 inch Discharge Hose	Extra 50 foot section with couplings.
Environmental Instrumentation		
C-36	Photo Ionization Detector	Portable, direct readout instrument. Equipped with interchangeable lamps and probes to detect widest range of compounds. Includes calibration kit, spare battery, and battery charger.
C-37	Flame Ionization Detector	Portable, direct readout survey mode instrument. Audible alarm. Includes calibration kit.
C-38	Combustible Gas and Oxygen Meter	Portable meter capable of simultaneously monitoring % LEL and % oxygen. Audible alarm at 10% LEL and 19.5% and over 22% oxygen. Equipped with 5 foot extension hose and non sparking extension probe.
C-39	Aerosol Monitor	Portable dust monitor. Continuous readout, digital display. Includes batteries.
C-40	Personal Air Sampling Pump	Constant flow portable pump capable of being worn by workers. Capable of flow rates of 5-5,000 cc/min. Digital display of flow rate during sampling period. Includes cost for filter media, spare battery, battery charger.
C-41	Personal Air Sampling Pump Calibrator	Capable of calibrating air flow measurements in Personal Air Sampling Pump.
C-42	Water Quality Meter (with ORP)	Horiba U-22 or equivalent, includes Flow Through Cell, calibration supplies and batteries.
C-43	Water Level Indicator	Up to 300 foot lead
C-44	Hand Auger/Core Sampler	Equipped with extension to sample up to a 3 foot depth.

Miscellaneous		
C-45	Generator, 8 kw	Gasoline powered, portable
C-46	Generator, 25 kw	Diesel powered, towable. Weather resistant, enclosed, sound attenuated engine
C-47	Generator, 50 kw	Diesel powered, towable. Weather resistant, enclosed, sound attenuated engine.
C-48	Hot Pressure Washer	Portable, gasoline powered. With hose and wand. 1,500 - 2,000 PSI
C-49	Cold Pressure Washer	Portable, gasoline powered. With hose and wand. 1,500 - 2,000 PSI

APPENDIX F

FORMAT FOR EQUIPMENT RATE LISTS

IRRSC EQUIPMENT RATE LIST

Yearly Effective Date:		Date:			
Charge Code	Equipment Name	Daily Rate	Daily Standby	Weekly Rate	Monthly Rate
CORE EQUIPMENT					
C-1	Passenger Car				
C-2	Passenger Van				
C-3	2WD Pickup Truck				
C-4	4WD Pickup Truck				
C-5	Small Field Office Trailer				
C-6	Large Field Office Trailer				
C-7	Small Decontamination Trailer				
C-8	Large Decontamination Trailer				
C-9	Facsimile Machine				
C-10	Copier				
C-11	Personal Computer				
C-12	Hand Held Radio				
C-13	Backhoe/Loader				
C-14	Skid Steer Loader				
C-15	Small Excavator/Crawler				
C-16	Medium Excavator/Crawler				
C-17	Crawler Loader				
C-18	Small Wheel Loader				
C-19	Medium Wheel Loader				
C-20	Crawler Dozer				
C-21	Skid Steer Drum Grapppler				
C-22	Excavator Drum Grapppler				
C-23	3 Inch Trash Pump				
C-24	6 Inch Trash Pump				
C-25	2 Inch Centrifugal Pump				
C-26	3 Inch Centrifugal Pump				
C-27	2 Inch Double Diaphragm Pump				
C-28	3 Inch Double Diaphragm Pump				
C-29	Grundfus Redi-Flo-2 150 ft				
C-30	Grundfus Redi-Flo-2 300 ft				
C-31	Grundfus Redi-Flo-4 150 ft				
C-32	Grundfus Redi-Flo-4 300 ft				
C-33	2 Inch Extra Discharge Hose				
C-34	3 Inch Extra Discharge Hose				
C-35	6 Inch Extra Discharge Hose				
C-36	Photo Ionization Detector				

Charge Code	Equipment Name	Daily Rate	Daily Standby	Weekly Rate	Monthly Rate
C-37	Flame Ionization Detector				
C-38	Combustible Gas & Oxygen Meter				
C-39	Aerosol Monitor				
C-40	Personal Air Sampling Pump				
C-41	Personal Air Sampling Pump Calibrator				
C-42	Water Quality Meter / Flow Thru Cell				
C-43	Water Level Indicator				
C-44	Hand Auger/Core Sampler				
C-45	Generator, 8 kw				
C-46	Generator, 25 kw				
C-47	Generator, 50 kw				
C-48	Hot Pressure Washer				
C-49	Cold Pressure Washer				
	ADDITIONAL OWNED EQUIPMENT				
A-1					
A-2					
A-3					
A-4					
A-5					
A-6					
A-7					
A-8					
A-9					
A-10					
A-11					
A-12					
A-13					
	Personal Protection Equipment	\$ Rate /Person/Day			
PPE-1	Level D Modified	\$			
PPE-2	Level C	\$			
PPE-3	Level B	\$			

* Contractor must use the Department's charge numbering system or propose an acceptable substitute.

APPENDIX G

FORMAT FOR CONTRACTOR'S MATERIAL RATE LISTS

APPENDIX H

INVOICE INSTRUCTIONS AND FORMAT

INVOICE INSTRUCTIONS AND FORMAT

1.0 General Instructions

- 1.1 The contractor shall submit invoices that contain, at a minimum, the summary and detail information specified in this attachment. The contractor shall submit invoices in a format that is consistent with the examples contained herein. The contractor may propose a modified format that includes the required information, which shall be subject to the approval of the Department's Contract Manager. The Department may revise these instructions and format after contract award as it deems necessary.
- 1.2 The contractor shall accumulate and report costs by the separate tasks authorized by the Department in its Notices to Proceed and Change Orders, according to the approved work plan and cost estimate.
- 1.3 The contractor shall submit an invoice cover page that shall contain the following minimum information.
 - Contractor Name
 - Vendor ID number
 - Remit Address
 - Invoice Number
 - Commonwealth's Contract Number
 - Site Name
 - Requisition Number
 - Time Period for Invoice
 - Invoice Date
 - Total Invoice Amount Listed for Each Task and the Grand Total for the Invoice
- 1.4 The contractor may request payment through electronic transfers through an automated clearinghouse (ACH). If the Commonwealth approves the ACH application, the contractor shall submit the following information on the invoice cover page.
 - ACH Number
 - Bank Name
 - Bank Account Number
 - Bank Routing Number
- 1.5 The contractor shall submit invoices on a monthly basis. The Contractor may propose, for the Department's approval, any 30 day period, as long as it contains full work weeks and remains consistent. The contractor may submit separate invoices for special processing for subcontract services and material purchases, where the amount of the individual bill is over \$10,000.00 and the work items are under unit or lump sum pricing. The Department will assign a higher priority to these invoices enabling processing within the shortest time period possible. The contractor must specifically label or identify invoices for special processing.

- 1.6 The Department will make efforts to resolve any payment items with the contractor during its review of an invoice. However, due to time constraints and workload, the Department may disallow or deduct items that do not contain the proper backup documentation, are not approved on current contract rate lists, or are otherwise not justified in the Department's opinion. The contractor may re-invoice for any items the Department disallows.
- 1.7 All re-invoices must meet the following requirements. The re-invoice may only contain items that have been previously disallowed by the Department. The re-invoice must include a copy of the Department's comment form and any missing backup or additional justification for each item that is being re-billed. The cover page must contain a remark that identifies the invoice as a re-invoice. The re-invoice line items must identify the original invoice number that contained the disallowance. The contractor shall submit re-invoices within ninety (90) days from the date when it was notified of the disallowance, unless the Department approves a longer time period.

2.0 Time and Materials Basis, Invoice Details

- 2.1 Within each task, the contractor shall separately list the time and materials costs by the following categories.
 - Contractor's Labor (At Billing Rates)
 - Contractor's Equipment Charges (Core, Additional, Rental)
 - PPE Charges
 - Contractor's Materials Charges
 - Subcontractor Costs
 - Other Direct Costs (Direct Material Purchases, Travel Expenses)
- 2.2 The contractor shall submit a task summary page which lists the total amount invoiced for each time and materials cost category. The contractor shall attach pages that show the detailed listing for each cost category to the task summary page.
- 2.3 The contractor shall list line items for each time and materials cost category that contain the following details. Examples are attached.

2.3.1 Contractor's Labor

- Date Worked
- Employee's Name
- Number of Hours Worked that Day
- Labor Billing Rate
- Subtotal for that Line Item

2.3.2 Contractor and Vendor Equipment:

- Charge Code (this must match the charge code on the approved equipment rate list for core and additional owned)

- Equipment Name
- Rate Basis (e.g., Daily, Weekly, Monthly, Standby, if core or additional owned)
- Contract Unit Rate (if core or additional owned)
- Dates or Date Ranges Charged
- Subtotal for that Line Item

The copy of the vendor invoice must be included for rental equipment charges

2.3.3 PPE Charges:

- Date (or period)
- Person
- Level
- Unit Rate
- Total Charge for period

2.3.4 Contractor's Material Items:

- Charge Code (this must match the charge code on the approved materials rate list)
- Item Name
- Date Expended/Charged
- Unit of Measure
- Unit Contract Price
- Quantity
- Subtotal for that Line Item

2.3.5 Subcontractors:

- Date of Charge/Invoice
- Subcontractor Invoice Number
- Subcontractor Name
- Description of Service
- Subtotal for that Line Item

2.3.6 Other Direct Charges

2.3.6.1 Travel Expenses:

Overnight Travel Expenses:

- Employee Name
- Beginning Overnight Date and Time
- Ending Overnight Date and Time
- Total Subsistence Charge for that Overnight Period for that Individual

- Total Hotel Cost for Overnight Period for that Individual (receipt required for Hotel Costs)

Other Travel Expenses:

- Date
- Employee Name
- Travel From and To Locations
- Type of Cost (e.g., toll, parking, airfare)
- Description of Cost (e.g., amount of personal mileage)
- Amount of Total Cost (Note: Receipts are required for airfare, tolls and parking exceeding \$15.00)

The Contractor must include all travel expenses for one period in the same invoice. Do not split hotel, subsistence, personal mileage, for the same time period into separate invoices. Receipts are not needed for direct cost travel items under \$15.00.

2.3.6.2 Other Direct Vendor Costs:

- Date of Charge/Invoice
- Item Name
- Vendor Name
- Vendor Invoice Number
- Total Vendor Cost

2.4. The contractor shall submit the following items as backup documentation with each invoice.

- Employee Off Site Labor Report (description of the work performed in the office for each employee, by day according to the attached example)
- Subcontractor/Vendor Invoices/Payment Receipts (**MUST BE LEGIBLE**)

3.0 Unit Cost Basis, Task Details

3.1 For each task paid on a unit cost basis, the contractor shall submit invoices that contain the following summary and detail information.

- Task Name and Number
- Unit of Measure
- Estimate Total Quantity
- Unit Price
- Authorized Total Cost
- Quantity This Invoice Period
- Total Quantity Previously Approved
- Total Payment This Invoice
- Total Payment To Date

4.0 Lump Sum Basis, Task Details

4.1 For each task paid on a lump sum basis, the contractor shall submit invoices that contain the following summary and detail information.

- Task Name and Number
- Total Lump Sum Price
- Percent Work Completed This Invoice Period
- Percent Work Completed to Date
- Payment This Invoice
- Total Payment to Date

**Example Format
Invoice Cover Page T&M Charges**

XYZ, Inc.
Remit to:
1000 Fair Oaks Blvd.
Anywhere, PA 19980-5461

Contract Number:
PCB Spill Site
IRSC-3-066

Invoice Number: 555675-001
Invoice Date:

For The Period: 5/1/2010 through 5/31/2010

Task	Amount
01 Work Plan Preparation	\$
02 Project Management	\$
03 Soil Sampling	\$
04 Data Analysis & Report Preparation	\$
Total	\$

Example Format
Task Summary Page T&M Charges

Task Name and Number: _____

Project: _____

Category	Total Cost
Labor	\$
Equipment	\$
PPE Charges	\$
Contractor Materials	\$
Subcontractors	\$
ODCs / Travel Expenses	\$
Total	\$

**Example Format for T&M Detail
Labor Costs**

Task Name and Number:

Date	Employee Name	Hours	Billing Rate	Total
Total				\$

**Example Format for T&M Detail
Equipment Costs**

Task Name and Number:

Equipment	Charge Code	Rate Basis	Date (s)	Rate	Total Cost
		e.g., Daily, Weekly, Monthly	Date(s) for rate basis		
Total					\$

**Example Format for T&M Detail
Contractor's Materials Charges**

Task Name and Number:

Date	Item Name	Charge Code	Quantity	Unit of Measure	Unit Rate	Total Cost
Total						\$

**Example Format for T&M Detail
Travel Charges**

Task Name and Number:

Overnight Travel Costs

Name	Begin Date/Time	End Date/Time	Subsistence Charge	Hotel Charge	Total
	5/15/10 8:00AM	5/19/10 5:00PM	\$	\$	\$
Total					\$

Other Travel Costs

Date	Employee Name	Travel To / From	Type of Cost	Cost Details	Total Cost
5/15/10		Phil to Lewistown	Personal Mileage	145 miles @ .36/mile	\$
5/15/10			Overtime Meal	8:00am – 7:00 pm	
			Toll		\$
Total					\$

**Sample Format for T&M Detail
Subcontractor and Other Direct Vendor Costs**

Task Name and Number:

Date	Service/Item	Vendor Name	Vendor Invoice Number	Cost
				\$
Total				\$

Note: **LEGIBLE** copies of Receipts/Invoices Required as Backup

Sample Format for Employee Off-Site Hours Description

To be submitted for all hours worked at the Contractor's Office

Employee Name: _____

Title: _____

Job Name/Number: _____

Hours:

5/15/10	5/16/10	5/17/10	5/18/10	5/19/10

Description of Work:

Monday: *Descriptions of work need not be lengthy, however, it is not acceptable to simply provide the task name as the description of work. Acceptable example of work description: "Prepare bid documents for drilling subcontract".*

Tuesday:

Wednesday:

Thursday:

Friday:

APPENDIX I

DOMESTIC WORKFORCE UTILIZATION CERTIFICATIONS

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

Each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States. Those who propose to perform a portion of the direct labor outside of the United States will receive a correspondingly smaller score for this criterion.

In order to be eligible for any consideration for this criterion, Offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the Offeror for this criterion.

I, _____ [title] of _____ [name of Offeror] a
_____ [place of incorporation] corporation or other legal entity, ("Offeror") located at

_____ [address],
having a Social Security or Federal Identification Number of _____, do hereby
certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes
below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States.

OR

_____ percent (____%) [Offeror must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States. Please identify the direct labor performed under the contract that will be performed _____ outside _____ the _____ United States:

[Use additional sheets if necessary]

The Department of Environmental Protection shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX J

PROJECT STATUS REPORT INSTRUCTIONS AND FORMAT

PROJECT STATUS REPORT INSTRUCTIONS AND FORMAT

Site Name: _____ Report No: _____ Work Assignment No: _____

Period of: _____ to _____

Work Planned This Period:

List the work you planned to accomplish during this time period. This element should reflect the work that you reported as planned in the previous week's report. Additions and deletions in the planned work shall be indicated here.

Work Accomplished During This Period:

This section shall include a synopsis of activity at the site. Each task shall be considered, but a comment is not required if there was no activity in that task during the reporting period. Reports that are vague or too general are of limited value. The contractor shall provide concise statements that provide enough information to accurately summarize and document work performed.

Deliverables Submitted:

Waste Material Removed (date-hauler-type-quantity-destination):

This includes waste material generated during site remediation. List date of removal, subcontractor's name, type waste(s), quantity, destination and any other relevant facts.

Work Planned But Not Accomplished This Period:

The reason(s) for the delay shall be reported.

Problems and/or Unanticipated Difficulties Encountered and Action(s) Taken To Resolve the Issue(s):

This section shall reflect any problems noted during the week and how they were or will be resolved. This section shall provide sufficient detail to summarize the problem. Unresolved problems shall be noted and referred for resolution.

Work Plan Changes Anticipated and/or Made:

Information presented in this area is for documentation purposes. Note if a Change Order was initiated or issued during the week. Changes in schedule or revision of deliverable dates must be noted. All changes in key personnel at the site must be reported.

Schedule Status: Behind On Schedule Ahead

A more detailed schedule may be submitted if requested.

Project Cost Analysis (See Attached):

Information to explain certain expenses reported on the Project Cost Analysis Form for the "Amount Spent this Week" shall be reported in this area.

Work Planned for the Next Reporting Period:

This report category serves as a short-term notice of events planned to take place during the next reporting period. In addition to work items, this area can be used to report holidays, a shortened work-week or other appropriate events

Project Manager: _____ (Name) _____ **Date:** _____

Additional Instructions:

The report format/headings may be modified with the approval of the Commonwealth's Contract Manager or Project Manager.

The Commonwealth may suspend or request a change in frequency for the report commensurate with changes in project activity.

The report must be submitted to the Regional Project Manager and the Contract Manager no later than noon on the Wednesday following the ending of the reporting period.

SAMPLE

SITE NAME: _____

WORK ASSIGNMENT NO: _____

**PROJECT COST ANALYSIS
FOR THE PERIOD OF _____**

TASKS	AMT SPENT THIS PERIOD	AMOUNT SPENT (1)	AMOUNT AUTHORIZED	AMOUNT REMAINING	% SPENT v AUTHORIZED (2)	% WORK COMPLETED (3)
00 Project Management	362	11,247	15,561	4,314	72	70
01 Work Plan/Procurement	0	13,254	15,313	2,059	94	100
02 Drum Staging/Sampling	7,390	26,869	28,136	1,267	95	90
03 Waste Transportation and Disposal	0	0	19,079	19,079	0	0
04 Final Report	0	0	12,333	12,333	0	0
TOTALS	7,752	51,370	90,422	39,052	57	50

(1) Include "AMOUNT SPENT THIS PERIOD". This total shall also include subcontract and Other Direct Cost (ODC) items that have been incurred but not invoiced to the prime contractor yet. The contractor may propose, for approval of the Contract Officer, another means to show the subcontract and ODCs that have been incurred but not invoiced to the prime contractor.

(2) The "Spent" portion of the percentage shall include all incurred costs, including subcontractor and ODC work items performed/delivered but not invoiced to the prime contractor.

(3) Estimate the physical amount of work completed.

APPENDIX K

DAILY ACTIVITY REPORT FORMATS

Daily Activity Report Instructions

The Contractors are required to submit the report to the Regional Project Manager no later than noon of the work-day following the previous work-day being reported. Since the report serves as the Department's approval for work activities conducted, the contractor runs a risk of not being paid for items not on an approved report. Failure to submit reports in a timely manner must be brought to the Contract Manager's attention when a problem becomes evident (i.e.: when the contractor demonstrates a continued pattern of non-compliance with this requirement).

Site Identification: List the site name, date that the report is documenting, the IRRSC or GTAC requisition number, contractor name, and shift, if applicable.

Description of Work Performed: This section shall list work in progress, work items (tasks) completed, significant events, items that may affect project schedules or costs, problems encountered or anticipated, delays experienced and any other information that is considered by the contractor to be reportable. Project Managers may specify additional information that they wish to see on the report in this section. Use another page if more space is needed.

Employees: This section lists the name, title, task worked, time in, time out, overtime hours, total hours and PPE level. If an employee works different tasks, a separate line shall be used and the time should be split appropriately. By signing the report, the Project Manager signifies his/her approval of overtime hours recorded by the Contractor. The content of this block must agree with the on-site sign in/sign out log and the on-site copies of the Pennsylvania Prevailing Wage Act certified payrolls. The Department will refer to this report when reviewing invoices for reimbursement on a time and materials basis. Therefore, to prevent short pays, the contractor must be accurate when reporting time.

Daily Per Diem: The contractor shall record the applicable travel costs in this section when the Department is reimbursing the contractor on a time and materials basis. Indicate the employee name, task that will be charged the travel expense, hotel charge, daily subsistence claimed, and other travel cost, if applicable. As specified in the contract, the contractor is reimbursed for travel costs in accordance with the Commonwealth travel Management Directive. Hotel receipts will not normally be provided at this stage and should not be required until receipt of the invoice.

Equipment Log: The contractor shall list equipment used or idle on-site. The required items include the equipment name, task worked or to be charged; whether the equipment is in use, on a standby basis (i.e. charged a standby rate under the contract terms) or other (e.g. waiting for rental company to pick up); the number of days on-site; whether the equipment is designated as core, additional owned, or rented; and the charge for the equipment that day. The last two columns are only used when the Department is reimbursing the contractor on a time and materials basis. On-site equipment, not listed in the final work plan, shall be brought to the Department's attention.

Materials, Purchases: The contractor shall report any materials or supplies used or delivered that day. Each item used or purchased shall be listed with the appropriate task number(s), quantity used, cost of each item and total cost. The cost information is only required when the department is reimbursing the contractor on a time and materials basis. The materials used and all stock items are direct cost items and no markup may be added to the cost. The Project

Manager may require copies of receipts or delivery slips to verify and approve the delivery or costs. Questions on what materials are direct or indirect cost items or how a certain charge is billed should be clarified with the Contract Officer before authorizing such expenditures. If there is some question or uncertainty, please resolve the issue first.

Subcontractors: List the name of the subcontractor, the task number worked or to be charged, the service performed, and the cost for the day. The cost information is only required when the Department is reimbursing the contractor on a time and materials basis. Subcontracts must be approved in writing by the appropriate Contract Officer **PRIOR** to beginning the work on-site.

Project Managers are only responsible for checking whether or not work was actually accomplished, who was on-site, what equipment was present, and what resources were used. The Project Manager will not check whether contract rates are accurate for certain equipment and materials.

If the Project Manager disagrees with an item or has questions concerning a specific task, bring the item to the attention of the contractor's on-site representative. If approval still cannot be given to a specific item, the Project Manager should cross off the item(s) in question, note the issue in the margin and process the rest of the report. The Contractor's Program Manager can contact the Department's Contract Manager to resolve the disputed item.

The Contractor and Project Manager should keep signed copies of the report. The Contractor will be required to submit a copy to the Department's central office with a copy of the invoice. The Project Manager will need their copy to review and approve invoices at a later time.

APPENDIX L

INSTRUCTIONS FOR PREVAILING MINIMUM WAGE BILLING RATES

Instructions for Prevailing Minimum Wage Billing Rates

A. Based on the prevailing minimum wage determination for the project, the contractor is required to establish billing rates for each individual assigned to work under a prevailing wage classification for that project. The billing rates shall be calculated according to the following instructions and submitted to the Department's Contract Manager for approval.

B. The specific billing rates will be calculated as follows:

1. Determine the difference between an employee's hourly rate and the difference in benefits.

Example:

Prevailing Wage Rate:	\$30.00	Prevailing Wage Benefit:	\$7.00
Employee's Rate:	<u>\$14.00</u>	Actual Company Benefits:	<u>\$4.00</u>
Difference in Wages:	\$16.00	Difference in Benefits:	\$3.00

2. Add the wage and benefit difference, \$19.00, to the employee's billing rate from the Personnel Rate List (i.e. \$14.00 x Labor Cost Multiplier). For overtime calculations, multiply 1.5 times the employee and the prevailing minimum wage rate, determine the wage difference, add to the benefit difference (overtime premiums do not apply to the benefit rate), then add to the overtime billing rate (employee rate under personnel list x 1.5 x labor cost multiplier). See further examples on the sample format below.
3. Submit calculations to the Department's Contract Manager according to the following sample format.

Prevailing Minimum Wage Billing Rates
 [Project Name]
 Rates Effective 5/1/08

Employee's Name	Prevailing Wage Rate	Employee's Wage Rate	Wage Difference	Prevailing Wage Benefits	Employee's Company Benefits	Benefits Difference	Wage + Benefit Differences	Employee's Billing Rate	Employee's Prevailing Wage Billing Rate
Building									
Class I - Common Laborers									
ST John Doe	\$17.25	\$16.26	\$0.99	\$6.41	\$4.10	\$2.31	\$3.30	\$43.74	\$47.04
OT John Doe	\$25.88	\$24.39	\$1.49	\$6.41	\$4.10	\$2.31	\$3.80	\$65.61	\$69.41
Building									
Class II - Operators									
ST Jane Doe	\$22.78	\$18.40	\$4.38	\$12.16	\$6.78	\$5.38	\$9.76	\$49.50	\$59.26
ST John Doe	\$22.78	\$16.26	\$6.52	\$12.16	\$4.10	\$8.06	\$14.58	\$43.74	\$58.32
OT Jane Doe	\$34.17	\$27.60	\$6.57	\$12.16	\$6.78	\$5.38	\$11.95	\$74.24	\$86.19
OT John Doe	\$34.17	\$24.39	\$9.78	\$12.16	\$4.10	\$8.06	\$17.84	\$65.61	\$83.45