

**PHILADELPHIA GAS WORKS**

**REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL SPILL RESPONSE AND DEWATERING SERVICES**

April 24, 2018

RFP NO.: 32415



**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

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## **1 The Solicitation - Notice to Proposers**

Notice is hereby given that Philadelphia Gas Works (“PGW”) will receive sealed proposals on or before May 17, 2018 at 2.30 P.M. Eastern Standard Time, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for on-call spill response and dewatering services.

This document outlines PGW’s objectives, describes the general characteristics of the services to be provided, and (without being exhaustive) outlines the principal obligations of PGW and the successful Proposer.

Questions concerning this Request for Proposals (“RFP”) shall be directed in writing towards Renju Kuruvilla, PGW Supply Chain Department, e-mail: [Renju.kuruvilla@pgworks.com](mailto:Renju.kuruvilla@pgworks.com) (with a copy to [procurement@pgworks.com](mailto:procurement@pgworks.com)) or PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122.

### **Schedule of Events**

The projected schedule of events for this RFP is as follows:

Issue Date of the RFP..... April 24, 2018

Mandatory Pre-proposal Meeting ..... May 1, 2018, 11:00 A.M.

Date by which initial questions and requests for clarification  
or information must be received, in writing, at the office  
of the person listed above ..... May 7, 2018, 5:00 P.M

Date by which PGW will provide answers to questions  
to all Proposers ..... May 10, 2018

Proposal Submission Due Date ..... May 17, 2018, 2:30 P.M.

Notification Date ..... June 1, 2018

Contract Start Date ..... June 25, 2018

These dates are estimates only and PGW reserves the right to alter this schedule as it deems necessary or appropriate.

### **1.1 Proposal Requirements**

Proposals shall be accepted only from respondents (“Proposers”) who have:

1.1.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW; and

1.1.2 Taken part in the Mandatory Pre-proposal Meeting; and



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1.1.3 Submitted a proposal pursuant to the instructions in this RFP as set forth in Section 3.

PGW will host the Mandatory Pre-Proposal Meeting at 11:00 AM on Tuesday, May 1, 2018 at the following location:

PGW Headquarters  
800 W. Montgomery Ave.  
Philadelphia PA 19122-2806

Driving directions to PGW Headquarters are provided in Attachment E. During the pre-proposal meeting, all Proposers will have the chance to ask questions of PGW regarding the Scope of Services as outlined in this RFP. PGW will ensure that appropriate PGW personnel are available to answer any such questions. PGW will also issue supplemental technical information relevant to each site during the Mandatory Pre-Proposal meeting.

In evaluating the proposals, PGW will consider the demonstrated experience and ability of the Proposer to deliver the proposed services, the scope and value of the proposed services and the financial proposal of each Proposer as described in this RFP.

PGW hereby solicits proposals in accordance with these Proposal Documents.

## **1.2 The Proposal Documents**

The Proposal Documents (referred to herein as the “RFP”) consist of five (5) sections and four (4) attachments.

***Sections:***

- 1 The Solicitation – Notice to Proposers2 Project Definition and Requirements
- 3 Instructions to Proposers
- 4 Proposer Information
- 5 Proposal Evaluation, Negotiation and Contract Award

***Attachments:***

- A Unit Cost Tables (Tables A-1 through A-14)
- B Hypothetical Spill Response Cost Tables
- C Demographic Survey
- D Required 17-1400 Disclosure



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## **2 Project Definition and Requirements**

### **2.1 Overview of Philadelphia Gas Works (PGW) and RFP**

Philadelphia Gas Works is a municipally owned utility operated by the Philadelphia Facilities Management Corporation (hereafter referred to as “PFMC”). The successful Proposer will enter into a negotiated contract with PGW by PFMC. PGW provides gas service to approximately 515,000 active accounts within the city of Philadelphia, using 6,000 miles of gas mains and services.

### **2.2 Services to be Provided**

PGW requests professional services for on-call spill response and dewatering services within its operations located within the City of Philadelphia and immediately adjacent municipalities. Materials may include, but are not limited to, the following items: mercury (in residential settings), oils and greases, fuels, ethylene glycol, liquid odorant, firefighting foam, and natural gas condensates. The selected vendor will be required to respond to a spill discovery within 2 (two) hours of receipt of notice by PGW. Spill locations could include residences, PGW facilities, right-of-way, or other locations in the City of Philadelphia and immediately adjacent municipalities.

A description of the possible locations and the specific types of services required is as follows:

#### **2.2.1 Oils & Greases Waste Removal, Disposal and Emergency Response Services Required:**

- Oil and grease spills are usually found at but are not limited to PGW facilities.
- In rare instances a spill may occur on a waterway, a public right of way or splash onto a building structure.
- As with any PGW requested clean up, if a subcontractor is utilized, prior approval by PGW will be required.
- A spill on a city street can require absorption with a suitable material such as sand or an “oil sorb” product. Ash or cinders may be used to restore to surface to an acceptable level of hygiene to ensure safe conditions.
- If there is any intrusion into City of Philadelphia sewer inlets, PECO, or underground structures PGW will require Vacuum truck services with or without power washing.
- All recovered materials, rinseates, or debris will be contained in 55-gallon drums or other appropriate containers that are sealed with lids for proper disposal at a facility previously approved by PGW.
- If staging of waste materials is required PGW will designate a suitable location.
- Description of marine booming and clean up capabilities must be provided, including specifying the expected time required to travel to PGW Richmond Plant located on the Delaware River at Venango Street, and the PGW Passyunk Plant located on the Schuylkill River at Passyunk Avenue.
- The successful proposer shall provide a report that describes the clean-up activities associated with the spill clean-up including:
  - Spill location
  - Spilled material
  - Estimated quantity of spilled material
  - Time and date of spill and remedial action
  - Remedial action taken



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- Follow up remedial actions
- Transport and disposal manifests
- Photographs

**2.2.2 Fuels and Ethylene Glycol Waste Removal, Disposal and Emergency Response Services Required:**

- Fuel will be defined as unleaded gasoline or diesel grade liquids.
- Usually spills will be at, but not limited to, PGW locations with fueling dispensers.
- As mentioned above, if a subcontractor is utilized, prior approval by PGW will be required.
- A spill on a city street can require absorption with a suitable material such as sand or an “oil sorb” product. Ash or cinders may be used to restore to surface to an acceptable level of hygiene to ensure safe conditions.
- If there is any intrusion into City of Philadelphia sewer inlets, PECO, or underground structures PGW will require Vacuum truck services with or without power washing.
- All recovered materials, rinseates, or debris will be contained in 55-gallon drums or other appropriate containers that are sealed with lids for proper disposal at a previously mentioned and approved facility.
- If staging of waste materials is required PGW will designate a suitable location.
- Ethylene Glycol spills may occur at a PGW Gas Processing facility.
- The successful proposer shall provide a report that describes the clean-up activities associated with the spill clean-up including:
  - Spill location
  - Spilled material
  - Estimated quantity of spilled material
  - Time and date of spill and remedial action
  - Remedial action taken
  - Follow up remedial actions
  - Transport and disposal manifests
  - Photographs

**2.2.3 Natural Gas Condensates Waste Removal and Emergency Response Services Required:**

- Natural Gas Condensates are generated primarily at the PGW Richmond Plant in association with PGW Natural Gas processing. The material has a flash point < 100 degrees Fahrenheit and contains all isomers ranging from C<sub>3</sub> to C<sub>8</sub> hydrocarbons.
- Any cleanup operation with this liquid will require the use of spark proof tools such as Beryllium alloys.
- All recovered materials, rinseates, or debris will be contained in 55-gallon drums or other appropriate containers that are sealed with lids for proper disposal at a previously mentioned and approved facility.
- If staging of waste materials is required PGW will designate a suitable location.
- The successful proposer shall provide a report that describes the clean-up activities associated with the spill clean-up including:
  - Spill location
  - Spilled material
  - Estimated quantity of spilled material
  - Time and date of spill and remedial action
  - Remedial action taken
  - Follow up remedial actions



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- Transport and disposal manifests
- Photographs

### 2.2.4 Mercury Waste Removal, Disposal and Emergency Response Services Required:

- Elemental Mercury may be found at several PGW facilities and in a number of PGW customer homes and businesses.
- The successful proposer will be required to clean up any spilled mercury and monitor the location, usually in the breathing zone, for any concentrations above the prescribed action level.
- It will be the responsibility of the successful proposer to dispose the mercury waste derived from the clean-up activity according to the city, state and federal regulations.
- The prescribed action level is an indoor air concentration of mercury vapor at which immediate consideration, on an emergency basis, be implemented. The action level for businesses and residences is established by the Agency for Toxic Substances and Disease Registry (ATSDR) and has been set at 1.0 micrograms per cubic meter ( $1.0 \mu\text{g}/\text{m}^3$ ) of air as measured with a real time monitoring device such as the Lumex RA-915 or equivalent.
- The successful proposer shall be familiar with the “Suggested Action Levels for Indoor Mercury Vapors in Homes” as published by the ATSDR.
- The PGW workplace action level is established by PGW has been set at 10.0 micrograms per cubic meter ( $10.0 \mu\text{g}/\text{m}^3$ ) of air as measured with a real time monitoring device such as the Lumex RA-915 or Jerome 431-X or equivalent.
- Mercury cleanup will involve the use of a Mercury vacuum cleaner, a hand held vacuum pumping device, chemical amalgamation and forced ventilation when required. Other methods for a Mercury site cleanup can include caulking, encapsulation and power washing, to be determined by PGW personnel.
- Any waste generated from any Mercury cleanup such as spent vacuum cleaner bags, contaminated rugs, contaminated Personal Protective Equipment (PPE) and recovered Mercury will be contained in 5 or 55-gallon steel drums or other appropriate containers that are sealed with lids, and disposed of in a manner consistent with all pertinent EPA regulations.
- Before beginning the cleanup, the successful proposer shall survey the spill area and all other rooms to determine if tracking of mercury occurred and the extent of mercury contamination.
- A report documenting the floor plan of the site breathing zone readings (three feet above the floor) and floor level readings in the location of the spill both before and after the spill cleanup is required. Include the following in the report:
- A sketch of each floor of the building indicating the following for each room
  - Type of room (e.g. kitchen, bedroom, basement etc.)
  - The location of spill
  - Areas where beads of mercury were observed
  - Points where measurements of mercury vapor concentrations were taken
  - Mercury vapor concentrations detected
  - Photographs of the spill area
  - Estimated amount of Mercury recovered
- Follow-up visits to any spill site may be required to assure residents safety and thoroughness of the cleanup.
- If a subcontractor is to be utilized for any of the above tasks prior approval from PGW must be obtained prior to any work.





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- All mercury containing waste may only be sent to a facility that PGW has reviewed and approved for mercury retort or recycling.
- The successful proposer must provide PGW with all disposal documentation including waste profiling, and copies of all associated manifests.
- The successful proposer shall apply for any temporary EPA identification numbers to allow shipping of Mercury waste from any site, when required.

**2.2.5 Liquid Odorant Emergency Spill Response:**

- PGW currently stores liquid odorant (Scentinel E Gas Odorant manufactured by Chevron Phillips) at the PGW Richmond Plant located at 3100 E. Venango Street in Philadelphia, PA and the PGW Passyunk Plant located at 3100 W. Passyunk Avenue in Philadelphia, PA. Each Plant has aboveground storage tanks that can hold as much as 500 gallons of liquid odorant. PGW may have smaller quantities of liquid odorant in storage or contained within odorizers at other locations throughout the City of Philadelphia.
- The successful proposer will be required to clean up any spilled odorant and neutralize odors.
- Depending upon the circumstances, it may be the responsibility of the successful proposer to dispose the odorant waste derived from the clean-up activity according to the city, state and federal regulations.
- Any waste generated from any liquid odorant cleanup will be contained in 5 or 55-gallon steel drums or other appropriate containers that are sealed with lids, and disposed of in a manner consistent with all pertinent EPA regulations.
- If staging of waste materials is required PGW will designate a suitable location.
- The successful proposer shall provide a report that describes the clean-up activities associated with the spill clean-up including:
  - Spill location
  - Spilled material
  - Estimated quantity of spilled material
  - Time and date of spill and remedial action
  - Remedial action taken
  - Follow up remedial actions
  - Transport and disposal manifests
  - Photographs
- The successful proposer must provide PGW with all disposal documentation including waste profiling, and copies of all associated manifests.
- The successful proposer shall apply for any temporary EPA identification numbers to allow shipping of odorant impacted waste from any site, when required.

**2.2.6 Firefighting Foam Concentrate Emergency Spill Response:**

- PGW currently stores liquid firefighting foam concentrate (National Foam Hi-Ex 1.5% and National Foam Hi-Ex 2.0%) at the PGW Richmond Plant located at 3100 E. Venango Street in Philadelphia, PA and the PGW Passyunk Plant located at 3100 W. Passyunk Avenue in Philadelphia, PA. Approximately 8,000 of foam concentrate is stored in aboveground tanks at Richmond Plant, and approximately 4,000 gallons of foam concentrate is stored in aboveground tanks at Passyunk Plant.
- The successful proposer will be required to clean up any spilled firefighting foam concentrate.



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- Depending upon the circumstances, it may be the responsibility of the successful proposer to dispose the odorant waste derived from the clean-up activity according to the city, state and federal regulations.
- Any waste generated from the cleanup will be contained in appropriate containers and disposed of in a manner consistent with all pertinent EPA regulations.
- If staging of waste materials is required PGW will designate a suitable location.
- The successful proposer shall provide a report that describes the clean-up activities associated with the spill clean-up including:
  - Spill location
  - Spilled material
  - Estimated quantity of spilled material
  - Time and date of spill and remedial action
  - Remedial action taken
  - Follow up remedial actions
  - Transport and disposal manifests
  - Photographs
- The successful proposer must provide PGW with all disposal documentation including waste profiling, and copies of all associated manifests.

**2.2.7 Dewatering of excavated trenches:**

- Dewatering activities associated with gas main replacement projects and construction projects at PGW owned facilities will be conducted on an as-needed basis and may include sites with contaminated soil and groundwater.
- The proposer will provide dewatering options using the best available method including a mobile treatment system for contaminants encountered during operations.
- The proposer shall provide analytical services associated with the waste characterization of the water before being disposed offsite. Laboratory services to confirm influent/effluent concentrations will also be provided by the proposer as needed based on the dewatering project. Analytical services must be completed by a Pennsylvania-certified laboratory.
- All subcontractors must be pre-approved by PGW.
- While performing dewatering activities at PGW Natural Gas plants, Fire resistant (FR) clothing, necessary training (provided by PGW) and a minimum of Level D PPE are required (unless conditions demand more protection).
- All necessary permit requests associated with the dewatering activity will be handled by the proposer.

**2.2.8 Transportation Requirements**

All shipments of regulated waste or recyclable material, whether hazardous or non-hazardous offered for transportation and off-site disposal must be transported exclusively via an approved fully permitted, and licensed transporter. Transporters shall comply with all applicable requirements for the transportation of regulated or recyclable material to the destination facility.



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### **2.2.9 Off-site Disposal Requirements**

All hazardous waste transported off-site for off-site disposal must be received and properly disposed of exclusively via a fully permitted hazardous waste management facility that is authorized to accept and achieve final disposition of the waste stream offered.

The selected Proposer must contact the destination facility and obtain written authorization for each type of regulated or recyclable waste stream slated for off-site disposal, treatment, storage or recycling prior to removing any regulated waste or recyclable material from a PGW facility, whether hazardous or non-hazardous. The authorization shall indicate that the destination facility is permitted to accept the type and quantity of material offered by PGW, and is capable and willing to accept, dispose, treat, store, and/or recycle the material according to applicable Federal, State, and City regulations.

### **2.2.10 Disposal Facility Requirements**

Upon the date of submission of a proposal to this RFP, all proposed transporter(s), transfer station(s), and disposal facility(ies) to be utilized shall have the requisite environmental permits or licenses. From the commencement date of the contract between PGW and the selected Proposer and continuing throughout the term of such contract, the transporter(s), transfer station(s), and disposal facility(ies) shall maintain compliance with all applicable existing and future federal, state and local laws, ordinances, rules, regulations, and requirements. The selected Proposer shall provide verification of such compliance to PGW by submitting a copy of the first 5 pages of all applicable environmental permits and/or licenses for review and approval.

The disposal facility(ies) may be a landfill, a recycling facility, or a resource recovery facility. In any case, the disposal facility(ies) shall be designed to provide the maximum environmental protection and the least environmental impact practicable. Specifically, if the disposal facility(ies) is a landfill it must be designed and operated in accordance with applicable federal, state and local environmental regulatory requirements but in no case to a lesser standard than those stated in the Part 258 Standards under RCRA Subtitle D and, if in Pennsylvania, those stated in 25 PA Code, Chapter 273, as may be amended from time to time. If the disposal facility(ies) is a resource recovery or waste-to-energy facility it must be designed and operated in accordance with applicable federal, state and local environmental regulatory requirements but in no case to a lesser standard than those stated in the Section 111(d) Emission Guidelines for Municipal Waste Combustors under the Clean Air Act Amendments and, if in Pennsylvania, 25 PA Code, Chapter 283, as may be amended from time to time.

PGW may schedule visits to the disposal facility(ies) to be utilized by Proposers so that PGW can inspect such proposed facility. During the facility visits, Proposers must ensure that appropriate personnel are available to answer any PGW questions.

### **2.2.11 Financial Responsibility and Insurance**

In addition to any insurance requirements provided in Section 2.11 of this RFP, the selected Proposer shall comply with all Federal, State, and City regulations pertaining to financial responsibility and insurance, as well as ensure compliance by all subcontractors and/or agents. A certificate of insurance evidencing compliance by the selected Proposer shall be filed with PGW prior to the start of any work. The selected Proposer shall obtain and furnish to PGW evidence of compliance by all subcontractors and/or agents, including but not limited to, transporters, and treatment/storage/off-site disposal/recycling facilities. If a financial compliance mechanism other



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than insurance is permitted by regulation and used, evidence of same, satisfactory to PGW, shall be submitted.

### **2.2.12 Safety Requirements**

All services performed by the successful Proposer shall comply with all applicable Federal, State (Commonwealth of Pennsylvania codes and regulations promulgated by the Pennsylvania Department of Environmental Protection (PADEP)), county and city ordinances, and governmental orders, permits, licenses, approvals, authorizations, and and regulations, including, but not limited to, those promulgated under the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Occupational Safety and Health Act (OSHA), the Hazardous Materials Transportation Act, and applicable Department of Transportation (DOT) regulations.

Personal protective equipment (PPE) is required to be worn at all times by all personnel authorized to conduct work described within this RFP. At a minimum, all workers must wear steel-tipped boots, hard hats, safety glasses, and flame resistant clothing meeting the National Fire Protection Association (NFPA) 2112 Standard when working at PGW's Richmond or Passyunk facilities.

The successful proposer shall provide appropriate PPE for any mercury or any other spill response which may include Tyvek suits, gloves, booties, head covering, and respiratory protection with mercury cartridges with service life indication or supplied air when required.

In addition to the mandatory use of PPE, the successful Proposer must abide by specific safety requirements at the PGW Gas Processing Plants. All contractors are required to fill out and submit daily PGW work permits to PGW Plant Protection. These work permits are to be submitted to PGW Plant Protection for approval by 1:00PM on the day prior to conducting any work activities within either the PGW Passyunk Plant or the PGW Richmond Plant, for each day that work activities are planned to occur. The successful Proposer will also be required to arrange for their workers to view a 2-hour safety presentation prior to commencing any work activities within the PGW Passyunk Plant or the PGW Richmond Plant. The video needs to be viewed one time by each worker that is new to the PGW Passyunk Plant or the PGW Richmond Plant. Presentation of the safety video is to be arranged through PGW Plant Protection.

By submitting its proposal, each Proposer warrants that it is aware of and understands the hazards which are presented to persons, property, and the environment in the performing of transportation, storage, remediation and disposal services as described in this RFP. The successful Proposer will transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations and orders. If the scope of services requires off-site storage, treatment or disposal of wastes, the selected storage, treatment, and/or disposal facilities described in the work plan must be appropriately licensed and permitted to store, treat, or dispose of the waste, materials or hazardous substances detailed within the work plan. In the event the storage or disposal facility loses its permitted status hereafter during the term of this agreement, PGW must be promptly notified.

The successful Proposer must provide a copy of their company's health and safety plan to PGW for review prior to completion of any work performed. The Proposer shall provide the Proposer's OSHA Injury Rate for calendar year 2017 along with their proposal.



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### **2.2.13 Site Logistics**

PGW will provide the successful Proposer with hydrant water and electricity for on-site use at PGW facilities, as well as labor for blanking off tanks and lock-out of utilities where ongoing project work affects active Gas Processing Plant operations or other PGW peripheral facilities. The successful Proposer will be required to provide their own additional on-site support facilities (such as office trailers, portable toilets, dumpsters, etc.) for use as needed. All waste water generated from the activities associated with this RFP must be containerized and sampled for determination of treatment and/or disposal options prior to conducting any discharge and/or off-site disposal activities.

### **2.2.14 Requests for Payment**

Requests for payment shall be submitted to PGW by monthly invoice, for review and approval by PGW. Invoices shall contain sufficient detail such that an evaluation of proper unit costs can be made.

## **2.3 Term/Deadlines**

It is the intention of PGW to have the contract commence as soon as practicable after award of the contract. The contract term will be four (4) years.

## **2.4 Scope of Work**

Each proposal submitted to PGW shall include a proposed Scope of Work satisfying the objectives and tasks outlined in Section 2.2 of this RFP. Each proposal must detail the transfer station(s) and disposal facility (ies) to be utilized and shall include copies of the requisite environmental permits held by such station(s) and facility(ies) and shall include a list of all subcontractors that the Proposer intends to use for these services. All Proposers must be able to provide water and air based response activity.

## **2.5 Cost Proposal Submittals**

Each proposal must provide unit prices associated with the time and materials required to complete the work identified in this RFP by submitting a completed set of Item Cost Tables provided as Attachment A of this RFP (Tables A-1 through A-14). In addition, Proposers must also provide cost proposals for the three (3) spill response scenarios included in Attachment B. For each scenario, Proposers must provide a brief summary explaining how they would respond to the hypothetical spill and provide a proposal detailing the time and materials costs that would apply and the total cost of the response.

Proposers are advised that this contract is not exclusive and that no minimum quantity of work is guaranteed.

## **2.6 Minimum Qualifications and Requirements**

- All workers shall be experienced in the work required to perform the services that are the subject of this RFP. References of previous experience shall be provided in the proposal.
- All Contractors and/or Subcontractors conducting the handling of hazardous wastes must utilize personnel with active Federal 40 Hour HAZWOPER certifications.



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- All Contractors and/or Subcontractors conducting the transportation and off-site disposal of hazardous and/or non-hazardous materials must hold applicable State and Federal certifications, permits and/or licensing.
- All Contractors and/or Subcontractors conducting off-site storage, disposal, and/or treatment of waste must utilize a facility that is appropriate for the waste being stored, disposed, and/or treated, and must be a facility that is licensed and permitted to store, treat, or dispose of the waste, materials, or hazardous substances in good standing with all applicable City, State, and Federal regulations, certifications and codes.
- Prior to the commencement of services hereunder, Proposer shall provide PGW with verification that a criminal background check for the previous seven years has been completed for each person performing services hereunder, and that no criminal history was found.
- Proposer shall utilize a labor force that will not lead to any stoppages, picketing or other labor disturbances. Proposer's indemnification pursuant to Section 2.12 shall include any claims or losses arising from any labor disturbance, including losses to PGW if a labor disturbance causes a stoppage by PGW's unionized forces.

### **2.7 Licensing**

In addition to any other permit or license required hereunder, the Proposer will be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent state and federal requirements, codes and regulations.

If Proposer is a "business" as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid commercial activity license, issued by the City of Philadelphia's Department of Licenses and Inspections, to do business in the City of Philadelphia, prior to entering into any contract with PGW.

### **2.8 Information**

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with PGW. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of PGW.

### **2.9 Confidentiality**

Proposer must agree to keep confidential any and all information concerning the plans, operations or activities of PGW which may be divulged by PGW or ascertained by Proposer in the course of performing services under any contract with PGW. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify PGW and allow PGW the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Proposer shall exhaust all legal means to prevent disclosure.





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## **2.10 Disadvantaged Business Enterprise Policies**

PGW has established an anti-discrimination policy relating to the participation of government-certified Black, Minority, Women and Disadvantaged Owned Business Enterprises (collectively, “DBEs”) in contracts and in workforces, which policy is designed to provide equal opportunity for all businesses and persons and to assure that its funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. For this project, PGW has established a goal range for Minority Business Enterprise participation at 10% to 15% and Women Business Enterprise participation at 5% to 10%. The Proposer must use its best efforts to comply with and/or exceed such goals. In furtherance of such purpose, Proposer shall employ some or all of the following methods:

- Contact DBEs that reasonably could be expected to submit a quote and are available in the MBEC Directory of Certified Firms before the proposal date and notify them of the nature and scope of the work to be performed.
- Break down or combining elements of work into economically feasible units to facilitate DBE participation.
- Work with trade, community, or other organizations that provide assistance in recruitment of DBEs.

Proposer shall secure the prior approval of PGW, which approval shall not be unreasonably withheld, before making any changes or modifications to contract commitments made by Proposer that affect DBE participation, including, without limitation, substitutions for its DBE contractors and subcontractors, changes or reductions in services provided by its DBE contractors and subcontractors or changes or reductions in the percentage amounts of commitments with its DBE contractors and subcontractors. Proposers must complete Attachment C attached hereto and submit same with their proposals.

## **2.11 Insurance Requirements**

Proposer shall procure and maintain, at its own cost and expense, insurance with companies that have an A. M. Best's rating of not less than A- and acceptable to Philadelphia Gas Works, the following coverage with limits not less than stipulated below:

Certificates of Insurance evidencing all required coverage shall be filed with PGW prior to the commencement of work. All certificates and policies shall contain a provision that coverage afforded will not be canceled or materially altered until at least thirty days after prior written notice has been given to PGW.

Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability, Excess/Umbrella Liability, Contractor's Pollution Liability and Pollution Legal Liability Insurance policies. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC, and/or the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall invalidate the coverage.



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- **Workers' Compensation and Employers' Liability.** Workers' Compensation Insurance, as required by statute. Employers' Liability coverage is to be carried with minimum limits of \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease-each employee.
- **General Liability Insurance.** Commercial General Liability is required with limits of not less than \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. The policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and Personal Injury (including, but not limited to, coverage for defamation, malicious prosecution and slander)). Products/Completed Operations must be included and maintained for at least three (3) years beyond completion of the work required by contract in accordance with the terms thereof. ISO Contractual Liability Limitation Endorsement #CG2391093 shall not apply to the contract. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the Proposer or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. The Additional Insured Endorsement(s) should also include Products/Completed Operations and "your work". ISO endorsement CG20 37 07 04 or equivalent should be attached to policy. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Automobile Liability Insurance.** Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage; \$5,000,000 if hazardous materials or waste are to be transported.. Such policy must contain a "Severability of Interests" clause. Motor Carrier Safety Act (MCS90) and CA9948 Endorsements are to be attached if hazardous materials or waste are to be transported. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall be included as Addition Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **Excess/Umbrella Liability Insurance.** Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$9,000,000 in any one claim or occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined below. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds.

**Professional Liability/Errors & Omissions Coverage.** Evidence of Professional Liability/Errors & Omissions Insurance must also be provided with limits of not less than \$5,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$100,000. Errors & Omissions Insurance shall be applicable to any occurrence arising





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out of the performance of services pursuant to any statement of work between the parties and shall cover liability arising from information technology services including, but not limited to, intellectual property infringement, privacy infringement and, if applicable, software development services and computer or electronic information technology services.

Under an occurrence form, coverage required shall be maintained in full force and effect under the policy during the contract period. Under a claims made form, continuous coverage is required. Should an Extended Discovery Period or “tail” coverage be required in the event coverage is terminated, such coverage must be maintained for a period of not less than three (3) years. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded the Proposer.

- **Contractor’s Pollution Liability.** Proposer shall provide evidence of Contractors Pollution Liability (CPL) Insurance on an occurrence basis with a minimum limit of \$2,000,000 each claim and a \$4,000,000 aggregate, with a deductible not to exceed \$100,000. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required

Coverage shall apply to slow & gradual and sudden & non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Bodily Injury shall include, but not be limited to, physical injury to any person, sickness, disease, mental anguish or shock sustained by any person, including death. Property Damage shall include, but not be limited to, physical injury to or destruction of tangible property including the resulting loss of use thereof; clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall also include Defense Costs, including charges and expenses incurred in the investigation, adjustment or defense of claim for such compensatory damages.

- **Pollution Legal Liability.** The Proposer or its subcontractor shall carry Pollution Legal Liability (PLL) Insurance, or its equivalent, on an occurrence basis with a minimum limit of \$5,000,000 each claim and a \$5,000,000 aggregate with a deductible not to exceed \$100,000. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required. In lieu of a Pollution Legal Liability policy, PGW will accept a Non-Owned Disposal Site Coverage Endorsement under the Contractor’s Pollution Liability policy including PGW and PFMC as Additional Insureds and the recycling facility as the non-owned disposal site.

Coverage shall apply to slow & gradual and sudden & non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Bodily Injury shall include, but not be limited to, physical injury to any



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person, sickness, disease, mental anguish or shock sustained by any person, including death. Property Damage shall include, but not be limited to, physical injury to or destruction of tangible property including the resulting loss of use thereof; clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall also include Defense Costs, including charges and expenses incurred in the investigation, adjustment or defense of claim for such compensatory damages.

#### **2.11.1 Additional Insurance Provisions**

A certificate of insurance evidencing all of the above coverage shall be filed with PGW prior to the commencement of work.

It shall be the responsibility of the successful Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein except to the extent that PGW's Risk Manager may agree to lower limits on a case by case basis depending on the nature of the subcontractor's work. Proper evidence of this compliance must be forwarded to PGW prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to PGW for as long as contractor performs work hereunder.

All certificates and policies shall contain a provision that coverage afforded will not be cancelled or materially altered until after at least thirty (30) days prior written notice has been given to PGW.

## **2.12 Indemnification**

The Proposer will be required in the contract to indemnify, defend and hold harmless PGW, PFMC, and the City of Philadelphia, and their respective officers, directors, boards, commissions, commissioners, agents, contractors, employees and/or their invitees, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, hazardous substances, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of this agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) resulting from Proposer's acts or omissions or negligence or the acts or omissions or negligence of Proposer's agents, subcontractors, officers, employees or servants under or in connection with this Agreement. This obligation to indemnify, defend and hold harmless PGW, PFMC, the City of Philadelphia and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees and/or invitees, shall survive the termination of this Agreement. Proposer's indemnification expressly includes any claims for personal injuries or death made by or on behalf of Proposer's employees against PGW, PFMC, the City of Philadelphia and each of their respective employees, officers, directors, commissions, commissioners, agents, contractors, employees and/or invitees.

Without limiting the generality of the foregoing, the above indemnification provisions extend to Environmental Impact Claims. "Environmental Impact Claim" is defined as any claim, suit, judgment, cost, loss or expense (including attorney's fees) which arises out of, is related to, or is based on the actual or threatened dispersal, discharge, escape, release or saturation of chemicals, liquids, gasses or any other material, irritant, contaminant or pollutant into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.



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PGW does not indemnify.

### 2.13 Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the City of Philadelphia, PGW or PFMC (collectively the "City"), and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PGW at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification PGW shall have the right to, and may, at the option of PGW, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to PGW's satisfaction within a reasonable time frame as specified by PGW in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

### 2.14 Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex or sexual orientation. In the event of such discrimination, PGW may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d et seq.), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975, (42 U.S.C. §6101 et seq.), Title IX of the Education Amendments of 1972, (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with PGW or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities and programs provided in connection with this Agreement, (c) to PGW, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of PGW or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of "The Americans with Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by PGW through contracts with outsider contractors.



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## **2.15 MacBride Principles**

Proposer certifies and represents that, to the best of its knowledge, (i) Proposer (including any affiliates under its direct control) does not have, and will not have at anytime during the term of any contract with PGW (including any extension or renewal thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided under any contract with PGW will originate in Northern Ireland, unless Proposer has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of any contract with PGW, Proposer covenants that it will not utilize any suppliers, subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or affiliates have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Proposer further covenants to include the provisions of this paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any contract with PGW. Proposer covenants that it will cooperate with PGW and City's Director of Finance in any manner which PGW and the said Director deem reasonable and necessary to carry out PGW's and the Director's responsibilities under Section 17-104 of the Philadelphia Code which embodies the requirements set forth in this section. Proposer understands and agrees that any false certification or representation in connection with this section and any failure to comply with the provisions of this section shall constitute a material breach of any contract with PGW entitling PGW to all rights and remedies provided therein or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity. In addition, Proposer understands that false certification or representation in connection with this section is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

## **2.16 Governing Laws and Regulations**

Any contract entered into by PGW will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

The Pennsylvania Department of Environmental Protection (PADEP) regulates the disposal of non-hazardous and hazardous waste under the authority of the federal Resource Conservation and Recovery Act (RCRA) and the United States Environmental Protection Agency (U.S. EPA).

The following sections from the Code of Federal Regulations (CFR), Rules and Regulations of the PADEP (PA Title 25), and laws of the City of Philadelphia are pertinent to the classification, transportation, and disposal of all wastes associated with this RFP:

29 CFR Part 1910.120	U.S. Dept. of Labor OSHA Hazardous Waste Operations and Emergency Response Regulations
29 CFR Part 1926.52 K (I) (ii)	U.S. Dept. of Labor OSHA Regulations on Hazard Placards
29 CFR Part 1926.502	U.S. Dept. of Labor OSHA Regulations on Fall Protection
29 CFR Part 1926.451	U.S. Dept. of Labor OSHA Regulations on Scaffolding



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29 CFR Part 1926.453	U.S. Dept. of Labor OSHA Regulations on Aerial Lifts
29 CFR Part 1926.1053	U.S. Dept. of Labor OSHA Regulations on Slip Protection for Ladders
29 CFR Part 1926.1101	U.S. Dept. of Labor OSHA Regulations on Asbestos Exposure as defined in 29 CFR 1910.12(b)
40 CFR Parts 239 to 258:	U.S. EPA Solid Waste Regulations
40 CFR Parts 260-279:	U.S. EPA Hazardous Waste Management Regulations
40 CFR Part 302:	U.S. EPA Hazardous Materials Release Requirements
49 CFR Parts 100-199	U.S. DOT Hazardous Materials Regulations
PA Title 25, Chapters 260-270:	PADEP Hazardous Waste Disposal Regulations
PA Title 25, Chapter 273:	PADEP Municipal Waste Landfill Regulations
PA Title 25, Chapter 279	PADEP Transfer Facility Regulations
PA Title 25, Chapter 283:	PADEP Resource Recovery and Other Processing Facilities Regulations
PA Title 25, Chapters 287-299:	PADEP Residual Waste Management Regulations
City of Philadelphia Code Chapter 4F	City of Philadelphia Fire Code Requirements

## **2.17 Certain Required Disclosures**

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must therefore complete Attachment D and include such completed attachment with their proposal. Please note that the successful Proposer will be required to update such disclosure during the term of its agreement with PGW and for one year thereafter.



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### **3 Instructions to Proposers**

#### **3.1 Proposal Preparation Requirements**

3.1.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following six (6) completed sections in the following order:

3.1.1.1 Tab 1: Transmittal letter.

3.1.1.2 Tab 2: Scope of work, procedure and timeline to provide the scope of services described in Section 2.2 of this RFP.

3.1.1.3 Tab 3: Proposal Pricing.

3.1.1.4 Tab 4: Completed Section 4 of this RFP. All Proposals must include the following information and be signed (at the end of Section 4) as follows:

3.1.1.4.1 If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address.

3.1.1.4.2 If the Proposal is made by a partnership, the Proposal must:

- a) Be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;
- b) Include the name and mailing address of the partnership; and
- c) Attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

3.1.1.4.3 If a corporation makes the Proposal, the Proposal must:

- a) Be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
- b) Include the name and mailing address of the corporation; and
- c) Attach a copy of the corporation's by-laws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.





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- 3.1.1.4.4 If the Proposal is made by a joint venture, the Proposal must:
- a) Be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;
  - b) Include the name and mailing address of the joint venture; and
  - c) Attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.
- 3.1.1.5 Tab 5: Qualification and Experience of Proposer. Each Proposer must include a Statement of Qualifications and listing of relevant experience projects with its proposal.
- 3.1.1.5.1 Provide the names and resumes of each person who would be providing services hereunder, as well as corporate references from previous projects and/or clients;
- 3.1.1.5.2 Indicate whether the individual is a full time employee of Proposer's organization (and if so for how long) or a subcontractor. If the individual is a subcontractor, list the engagements (and the particular responsibilities on each engagements) that the subcontractor has previously worked for Proposer;
- 3.1.1.5.3 Indicate the areas of the scope of services that each individual will be involved with or have responsibility for;
- 3.1.1.5.4 Provide contact information for each individual that would be involved in providing services to PGW.
- 3.1.1.5.5 References of previous similar engagements of the Proposer shall be provided to PGW in each RFP submittal.
- 3.1.1.5.6 Proposers shall also include a list of all subcontractors that the Proposer intends to use on this job.
- 3.1.1.5.7 The selected Proposer shall furnish PGW with copies of all applicable licenses, permits, authorizations, certificates, and manifests necessary to lawfully fulfill the obligations defined
- 3.1.1.6 Tab 6: Completed Attachments A1-4, B, and C and any other attachments required to be completed under the RFP.
- 3.1.2 One (1) original Proposal, three (3) copies and one (1) CD containing a searchable PDF readable by Adobe Reader 7.0 or higher of the proposal must be submitted in a sealed envelope or envelopes addressed to PGW Supply Chain Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. The name and address of the Proposer and the PGW RFP ID number must also appear on the face of the envelope. The PDF file name should be as follows: PROPOSER\_RFP\_20155 PDF where Proposer is your company name and 20155 is the PGW RFP ID number.
- 3.1.3 Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. PGW reserves the right to thoroughly investigate the financial status and experience of the Proposer.



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- 3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required items to the location specified in Section 1 of these Proposal Documents on or before the due date and time set forth in Section 1.1.
- 3.1.5 Oral communications from PGW personnel or other persons shall not be binding on PGW and shall in no way modify the provisions of the Proposal Documents. Official responses of PGW to inquiries regarding these Proposal Documents shall be issued by PGW in writing as addenda, and only such written responses shall be binding on PGW as modifications to these Proposal Documents.

### **3.2 Duration of Proposal**

In consideration of the PGW's evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to PGW, and shall remain open for acceptance by PGW for a period of at least one hundred and twenty (120) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

### **3.3 Proposer's Responsibility**

The Proposer shall carefully examine the terms of the Proposal Documents and shall judge for itself all of the circumstances and conditions affecting its Proposal. PGW will endeavor to present accurate information, but Proposers are advised to independently verify the accuracy of any information received.





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## **4 Proposer Information**

### **4.1 Proposer**

**Submitted by:**

[Please type or print]

Name: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

The undersigned Proposer hereby submits to PGW this Proposal as described herein and in the attached documents.

### **4.2 Qualifications Statement**

The Proposer represents and covenants that the Proposer is fully qualified to provide the requested services to PGW. The undersigned further swears and affirms that the information contained in this response is true, accurate and complete.

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### 4.3 Business Experience

- 4.3.1 The following describes other points of service by Proposer and the companies for whom the services were provided. Proposer should include a reference contact at the described companies, and this contact should have direct, specific responsibility for the oversight of the program. In particular, the Proposer should describe all experience with projects similar to this project.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- 4.3.2 The Proposer has operated under its current name since \_\_\_\_\_, a period of \_\_\_\_\_ years, and the Proposer (if such be the case) formerly operated under the name: \_\_\_\_\_

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- 4.3.3 Proposer must attach the resume of the manager which it anticipates will be the contact for the services required by this RFP.
- 4.3.4 The Proposer submits herewith the following list of three (3) persons or businesses, which have knowledge of the Proposer's ability to successfully perform the services for which this Proposal is submitted.

**REFERENCE NO. 1**

**Name:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Nature of Association:** \_\_\_\_\_

**REFERENCE NO. 2**

**Name:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Nature of Association:** \_\_\_\_\_



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**REFERENCE NO. 3**

**Name:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Nature of Association:** \_\_\_\_\_

4.3.5 The Proposer has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer. (If a contract or agreement has been canceled, please explain.)

**4.4 Financial Information**

4.4.1 The Proposer has ( ) has never ( ) [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)

4.4.2 The Proposer has ( ) has never ( ) [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, provide the following information:

4.4.2.1 Date petition filed

4.4.2.2 Case No. and jurisdiction

4.4.2.3 Amount of liabilities and debts

4.4.2.4 Date of discharge or successful completion of reorganization or wage earner's plan

4.4.3 The Proposer's bank references are:

**Name**

**Address**



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4.4.4.1. \_\_\_\_\_

4.4.4.2. \_\_\_\_\_

4.4.4.3. \_\_\_\_\_

The undersigned herewith submits a letter from

\_\_\_\_\_ indicating that the Proposer has an  
(name of financial institution)

available working line of credit of no less than \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), or other evidence of Proposer's capital sufficient to permit it to meet  
the obligations contemplated by its Proposal.

- 4.4.4 The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania, and City of Philadelphia, or will obtain proper authorization to do so before executing an agreement and furnishing the required bond or letter of credit, if any.

#### **4.5 General Litigation Disclosure**

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

#### **4.6 Business Organization Statement**

##### **4.6.1 General Information**

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

\_\_\_\_\_

Principal Office Address:

\_\_\_\_\_



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\_\_\_\_\_  
Telephone Number:  
\_\_\_\_\_

Form of Business Entity [check one]

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture

4.6.2 Corporation Statement

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

Is the corporation authorized to do business in Pennsylvania? Yes ( ☐ ) No ( ☐ )

If so, as of what date? \_\_\_\_\_

The corporation is held: Publicly ( ☐ ) Privately ( ☐ )



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Furnish the name, title, and address of each director and officer of the corporation.

**DIRECTORS**

	<b>Name</b>	<b>Address</b>	<b>Principal Affiliation Proposer's Directorship</b>	<b>Business Other than Directorship</b>
1.	_____	_____	_____	
2.	_____	_____	_____	
3.	_____	_____	_____	
4.	_____	_____	_____	
5.	_____	_____	_____	
6.	_____	_____	_____	
7.	_____	_____	_____	
8.	_____	_____	_____	



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**SHAREHOLDERS**

	<b>Name</b>	<b>Address</b>	<b>Number of Shares Owned</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____





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**OFFICERS**

**Name**

**Position**

- |    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |

**4.6.3 Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
General Partnership ( )      Limited Partnership ( )

Partnership Agreement recorded?    Yes ( )    No ( )

\_\_\_\_\_  
Date                      Book                      Page                      County                      State

Has the partnership done business in Pennsylvania? Yes ( )    No ( )

When? \_\_\_\_\_



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Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

	<b>Name</b>	<b>Address</b>	<b>% of Ownership</b>
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%
6.	_____	_____	_____%

**4.6.4 Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Joint Venture Agreement recorded? Yes ( ) No ( )

_____	_____	_____	_____	_____
Date	Book	Page	County	State

Has the Joint Venture done business in Pennsylvania? Yes ( ) No ( )

When? \_\_\_\_\_



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Name, address of each Joint Venturer and percent of ownership of each:

	<b>Name</b>	<b>Address</b>	<b>% of Ownership</b>
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%

#### **4.7 Warranties by Proposer**

- 4.7.1 The Proposer's Proposal has been completed to the best of the Proposer's ability, and the Proposer swears that all information contained herein is true, correct and complete to the best of the Proposer's knowledge, information and belief.
- 4.7.2 By submission of this Proposal, the Proposer acknowledges that PGW has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and Proposer authorizes the release to PGW of any and all information sought in such inquiry or investigation.
- 4.7.3 Proposer expressly agrees and acknowledges that any response to this RFP, including written documents and verbal communication, regardless of how marked, is not confidential and may be subject to public disclosure by PGW, or any authorized agent of PGW, including but not limited to disclosure under the Pennsylvania Right to Know Law. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW, with PGW having title. By responding to this RFP, Proposer expressly waives any right to designate its response or parts thereof confidential, proprietary, a trade secret, or otherwise exempt from disclosure under any circumstance.
- 4.7.4 The Proposer declares by the submission of this Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any



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advantage against PGW; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer's Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer's general business.



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The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposals issued by PGW.

PROPOSER:

DATE: \_\_\_\_\_  
(Corporate Seal if Applicable)

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_  
(signature)

Name:

Title:

Attest:

\_\_\_\_\_  
(signature)  
Name:  
Title:

[Add signature lines as necessary below.]

## **5 Proposal Evaluation, Negotiation and Contract Award**

### **5.1 Disqualification of Proposers**

- 5.1.1 If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered. Similarly, unsolicited proposals may not be considered.
- 5.1.2 No Proposal shall be received from, or contract awarded to, any PGW or City employee or official who may have any direct or indirect interest in such submitted Proposal or contract.

### **5.2 Qualification of Proposers**

- 5.2.1 PGW will carefully consider the Proposer's qualifications, proposed financial consideration, experience, financial responsibility, proposed scope of services and timeline in evaluating each Proposal. In PGW's evaluation, the Proposal as a whole may bear more weight than the individual parts of the Proposal.
- 5.2.2 Following PGW's review of the submitted proposals, PGW may select one or more Proposers with which to negotiate. PGW shall notify Proposer(s) of selection for negotiations. The date that the Proposer's receipt of the notification is confirmed by PGW, is referred to herein as the "Notification Date."
- 5.2.3 Respondents to this RFP are subject to Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.) All respondents are required to disclose any potential conflict caused by PGW or City employees having a financial interest in the entity entering into a contract or agreement with PGW.

### **5.3 General Reservation of Rights**

- 5.3.1 This RFP and the process it describes are proprietary to PGW and are for the sole and exclusive benefit of PGW. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by PGW, is intended to be granted any rights hereunder.
- 5.3.2 PGW reserves the right to reject as informal or non-responsive any Proposal that, in PGW's sole judgment, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains ambiguities or services not called for by this RFP.
- 5.3.3 Without limiting the generality of any other provision of this RFP, PGW reserves the right, at any time prior to execution of an agreement with the successful Proposer, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests:



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- 5.3.3.1 To request additional or supplemental information (including but not limited to information inadvertently omitted by any Proposer in response to this RFP) from any or all Proposers;
- 5.3.3.2 To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;
- 5.3.3.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in PGW's best interest to do so;
- 5.3.3.4 To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW's sole judgment, material to the Proposal;
- 5.3.3.5 To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;
- 5.3.3.6 To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;
- 5.3.3.7 To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;
- 5.3.3.8 To re-issue this RFP without change or modification;
- 5.3.3.9 To issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- 5.3.3.10 To cancel this RFP with or without issuing another RFP;
- 5.3.3.11 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;
- 5.3.3.12 To reject the Proposal of a Proposer that, in PGW's sole judgment, has been delinquent or unfaithful in the performance of any contract with PGW, or is financially or technically incapable of performing the services required in this RFP, or is otherwise not a responsible Proposer;
- 5.3.3.13 To permit or reject, at PGW's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Proposers following Proposal submission;
- 5.3.3.14 To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;



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- 5.3.3.15 To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;
- 5.3.3.16 To request clarifications of any unclear Proposal;
- 5.3.3.17 To negotiate simultaneously, or otherwise, with one or more Proposers;
- 5.3.3.18 To discontinue and resume negotiations with one or more Proposers;
- 5.3.3.19 To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;
- 5.3.3.20 To not proceed with the process described in this RFP, or to change any time schedules set forth herein;
- 5.3.3.21 To not enter into an agreement pursuant to this RFP.
- 5.3.4 PGW intends to enter into contract negotiations with the successful Proposer. However, PGW reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. PGW reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, PGW shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless PGW, in its sole discretion, determines that doing so and permitting such is in PGW's best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), PGW reserves the right to discontinue negotiations with the recommended Proposer(s) and additional firms may be asked to enter into negotiations or PGW may solicit new Proposals or issue a new Request for Proposals.

## **5.4 Award**

- 5.4.1 PGW intends to award the agreement to the Proposer or Proposer(s) whose Proposal best satisfies the scope of services described in Section 2 and is otherwise in the best interest of PGW. The determination of award shall be made by PGW, in its sole discretion, which decision shall be final. PGW may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary. PGW may request submission of additional information to assist it in evaluating a Proposal, and the Proposer shall cooperate fully with such request. The contract resulting from this RFP will be awarded to the qualified Proposer whose Proposal PGW believes will be the most advantageous to PGW. PGW may condition an award on the successful Proposer's agreement to such terms and conditions as required by PGW including, but not limited to, PGW's indemnification.





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## **ATTACHMENT A – UNIT COST TABLES**

**For Tables A-1 through A-4, PGW defines working hours as follows:**

Normal Working Hours are Monday through Friday 7:00 AM to 5:00 PM.

Overtime Hours are Monday through Friday 5:01 PM to 6:59 AM.

Weekends Hours are Saturday and Sunday 12:00 AM to 12:00 PM.

Federal Holiday Hours apply from 12:00AM to 12:00PM on holidays recognized by the United States federal government.

Proposers may list additional hourly rates in the blank rows included in Tables A-1 through A-4 or on a separate sheet.

Table A-1: Project Personnel Rates – Normal Working Hours			
Item	Description	Unit	Unit Price (\$)
1	Health and Safety Manager	\$/Hour	
2	Certified Industrial Hygienist	\$/Hour	
3	Project Manager	\$/Hour	
4	Site Supervisor	\$/Hour	
5	Environmental Specialist	\$/Hour	
6	Haz Mat Technician	\$/Hour	
7	Laborer	\$/Hour	
8	Equipment Operator	\$/Hour	
9	Driver	\$/Hour	
10	Administrative Support	\$/Hour	



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**ATTACHMENT A – UNIT COST TABLES**

Table A-2: Project Personnel Rates – Overtime Hours			
Item	Description	Unit	Unit Price (\$)
1	Health and Safety Manager	\$/Hour	
2	Certified Industrial Hygienist	\$/Hour	
3	Project Manager	\$/Hour	
4	Site Supervisor	\$/Hour	
5	Environmental Specialist	\$/Hour	
6	Haz Mat Technician	\$/Hour	
7	Laborer	\$/Hour	
8	Equipment Operator	\$/Hour	
9	Driver	\$/Hour	
10	Administrative Support	\$/Hour	



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**ATTACHMENT A – UNIT COST TABLES**

Table A-3: Project Personnel Rates – Federal Holiday Hours			
Item	Description	Unit	Unit Price (\$)
1	Health and Safety Manager	\$/Hour	
2	Certified Industrial Hygienist	\$/Hour	
3	Project Manager	\$/Hour	
4	Site Supervisor	\$/Hour	
5	Environmental Specialist	\$/Hour	
6	Haz Mat Technician	\$/Hour	
7	Laborer	\$/Hour	
8	Equipment Operator	\$/Hour	
9	Driver	\$/Hour	
10	Administrative Support	\$/Hour	



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**ATTACHMENT A – UNIT COST TABLES**

Table A-4: Project Personnel Rates – Weekend Hours			
Item	Description	Unit	Unit Price (\$)
1	Health and Safety Manager	\$/Hour	
2	Certified Industrial Hygienist	\$/Hour	
3	Project Manager	\$/Hour	
4	Site Supervisor	\$/Hour	
5	Environmental Specialist	\$/Hour	
6	Haz Mat Technician	\$/Hour	
7	Laborer	\$/Hour	
8	Equipment Operator	\$/Hour	
9	Driver	\$/Hour	
10	Administrative Support	\$/Hour	



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## **ATTACHMENT A – UNIT COST TABLES**

For unit cost tables A-5 through A-14, Proposers should submit all applicable unit prices. Proposers may submit time and material cost sheets in an alternative format in lieu of completing cost tables A-5 through A-14.

<b>Table A-5: Mobile Equipment Rates</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
<b>Standard Vehicles/Trucks</b>			
1	Automobile	\$/Hour	
2	Pick-up Truck	\$/Hour	
3	Spill Response Trailer	\$/Hour	
4	Vacuum Tanker Truck (3,200 gallon)	\$/Hour	
5	Vacuum Tanker Truck (6,000 gallon)	\$/Hour	
6	Industrial Vactor	\$/Hour	
7	Vactor with Jet Rodder	\$/Hour	
8	Utility Truck	\$/Hour	
9	Box Truck	\$/Hour	
<b>Standard Vehicles/Trucks</b>			
10	Dump Truck, 10 Wheel	\$/Hour	
11	Dump Truck (80,000 lbs)	\$/Hour	
12	High Powered Vacuum Truck/Cusco	\$/Hour	
13	Rolloff Straightjob	\$/Hour	
14	Rolloff Two Can Trailer	\$/Hour	
15	Skid Mounted Vacuum System	\$/Hour	
16	Tractor Only, No Trailer	\$/Hour	
17	Tractor w/Box Van	\$/Hour	
18	Tractor Box Trailer with Drum Gate	\$/Hour	
19	Tractor w/Dump Trailer	\$/Hour	
20	Tractor w/Flatbed/Lowbed Trailer	\$/Hour	
21	Tractor w/Liquid Transporter	\$/Hour	
22	Tractor w/Rolloff Trailer	\$/Hour	
23	Tractor w/Vacuum Trailer	\$/Hour	
24	Wet/Dry High Powered Vacuum Truck	\$/Hour	
25	Rack Truck with Lift Gate	\$/Hour	
26	Service Vehicle	\$/Hour	



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## **ATTACHMENT A – UNIT COST TABLES**

<b>Table A-5: Mobile Equipment Rates</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
27	Tool Truck	\$/Hour	
28	Utility/Cross Terrain Vehicle (Mule/Gator)	\$/Day	
29	19' Indoor Scissor Lift	\$/Hour	
30	Z45 Outdoor 45' Scissor Lift	\$/Hour	
<b>Hydroexcavation Equipment</b>			
31	Hydrovac - Single Drive with Operator &	\$/Hour	
32	Hydrovac - Tandem Drive with Operator &	\$/Hour	
33	Hydrovac - Tri-Drive with Operator &	\$/Hour	
34	Working Boiler / Heating Charge	\$/Hour	
<b>Earth Moving Equipment/Large Equipment</b>			
35	Backhoe Loader, 1 CY Bucket	\$/Hour	
36	Rubber Tire Loader, 3 CY Bucket	\$/Hour	
37	Bobcat (753)	\$/Hour	
38	Bobcat Loader/Mini Excavator	\$/Hour	
39	Bulldozer (16,000 lbs)	\$/Hour	
40	Conveyor (26')	\$/Hour	
41	Excavator, 20-30 Ton	\$/Hour	
42	Mini-Excavator	\$/Hour	
43	Track Excavator (26,000 lbs)	\$/Hour	
44	Track Excavator (40,000 lbs)	\$/Hour	
45	Yanmar Track Dump	\$/Hour	
46	Fork Attachment for Bobcat Loader	\$/Day	
47	Fork Lift	\$/Hour	
48	Geoprobe with operator	\$/Hour	
49	Mini Excavator	\$/Hour	
50	Sweeper Attachment for Bobcat Loader	\$/Day	
51	Vibratory Sheep Foot Roller	\$/Hour	



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## **ATTACHMENT A – UNIT COST TABLES**

<b>Table A-5: Mobile Equipment Rates</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
<b>Support Equipment/Trailers</b>			
52	Trailer (20 ton)	\$/Hour	
53	Trailer (5 ton)	\$/Hour	
54	Utility Trailer (8' box)	\$/Hour	
55	Decontamination Trailer	\$/Day	
56	Incident Command Unit	\$/Day	
57	Intermodal Container	\$/Day	
58	Office Trailer	\$/Day	
59	On-site Van Trailer (Tractor not included)	\$/Day	
60	Sea Container / Conex / Tool Crib, 20 ft.	\$/Day	

<b>Table A-6: Personal Protective Equipment and Monitoring Equipment</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
<b>Personal Protective Equipment (PPE)</b>			
1	Level A PPE	\$/Person/Day	
2	Level B PPE	\$/Person/Day	
3	Level C PPE	\$/Person/Day	
4	Level D PPE	\$/Person/Day	
5	Face Shield	\$/Each	
6	Fire Extinguisher	\$/Use	
7	Air Purifying Respirator (half-face)	\$/Day	
8	Air Purifying Respirator (full-face)	\$/Day	
9	Air Purifying Respirator Cartridges	\$/Pair	
10	Gloves (Leather)	\$/Pair	
11	Nitrile Sample Gloves (inner)	\$/Pair	



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**ATTACHMENT A – UNIT COST TABLES**

Table A-6: Personal Protective Equipment and Monitoring			
Item	Description	Unit	Unit Price (\$)
<b>Personal Protective Equipment (PPE)</b>			
12	PVC Sample Gloves (outer)	\$/Pair	
13	Disposable PVC Boot Covers	\$/Pair	
14	Poly-Tyvek Suit	\$/Each	
15	Saranex-Tyvek Suit	\$/Each	
16	Duct Tape	\$/Each	
17	Confined Space Entry Gear (Retrieval & Rescue Equip)	\$/Day	
<b>Field Monitoring/Sampling Equipment</b>			
18	Four Gas Meter with Calibration Kit	\$/Day	
19	Photo-Ionization Detector	\$/Day	
20	Haz Cat ID Kit	\$/Each	
21	Oil Test Kit	\$/Each	
22	Draeger Air Monitoring Pump	\$/Day	
23	Explosion/Oxygen Meter	\$/Day	
24	Geiger Counter Meter	\$/Day	
25	Hydrogen Cyanide Meter	\$/Day	
26	Interface Probe	\$/Day	
27	Lumex RA915+ Mercury Vapor Analyzer	\$/Day	
28	Jerome Mercury Vapor Analyzer	\$/Day	
29	Particulate Meter, Mini Ram or equivalent	\$/Day	
30	Personal Air Pump Meter	\$/Day	
31	pH Meter	\$/Day	
32	Well Purging/Sampling Pump	\$/Day	





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**ATTACHMENT A – UNIT COST TABLES**

Table A-7: Waste Containers			
Item	Description	Unit	Unit Price (\$)
Waste Containers			
1	85 Gallon Overpack Drum	\$/Each	
2	20 Gallon Plastic Drum	\$/Each	
3	5 Gallon Pail	\$/Each	
4	1 Cubic Yard Box	\$/Each	
5	1 Cubic Yard Supersac 13H2/Y/06	\$/Each	
6	10 Gal / 40 Liter Fiber Drum	\$/Each	
7	110 Gal Steel Drum, Reconditioned 1A2/Y400S	\$/Each	
8	16 Gal / 70 L Closed Poly Drum	\$/Each	
9	16 Gal / 70 L Poly Drum 1H2/Y56/S	\$/Each	
10	16 Gal Fiber Drum	\$/Each	
11	18x18x24in Nonhazardous Pathological Waste Box	\$/Each	
12	20 Gal / 80 Liter Fiber Drum	\$/Each	
13	275G / 1100 L Poly TOTE, DOT Rated	\$/Each	
14	275G / 1100 L Recondition Poly TOTE, DOT Rated	\$/Each	
15	30 Gal / 120 Liter Closed Poly Drum 1H1/Y1.8/100	\$/Each	
16	30 Gal / 120 Liter Closed Steel Drum, New 1A1/Y1.6/200	\$/Each	
17	30 Gal / 120 Liter Closed Steel Drum, Reconditioned 1A1/Y1.4/100	\$/Each	
18	30 Gal / 120 Liter Fiber Drum 1G/X56/S	\$/Each	
19	30 Gal / 120 Liter Poly Drum 1H2/Y142/S	\$/Each	
20	30 Gal / 120 Liter Steel Drum, New 1A2/Y1.4/100	\$/Each	
21	30 Gal / 120 Liter Steel Drum, Reconditioned 1A2/Y1.2/100	\$/Each	
22	4ft Fluorescent Tube Box 4G/Y275	\$/Each	



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**ATTACHMENT A – UNIT COST TABLES**

<b>Table A-7: Waste Containers and Packing Materials</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
23	5 Gal / 20 Liter Closed Poly Drum 1H1/Y1.8/170	\$/Each	
24	5 Gal / 20 Liter Closed Steel Drum 1A1/Y1.8/300	\$/Each	
25	5 Gal / 20 Liter Poly Drum 1H2/Y1.5/60	\$/Each	
26	5 Gal / 20 Liter Steel Drum 1A2/Y1.8/100	\$/Each	
27	5.5 Gal / 20 Liter Steel Drum 1A2/Y23/S	\$/Each	
28	55 Gal / 205 Liter Stainless Steel Drum, Reconditioned	\$/Each	
29	55 Gal / 205 Liter Closed Poly Drum 1H1/Y1.8/150	\$/Each	
30	55 Gal / 205 Liter Closed Poly Drum 1H1/Y1.8/150,	\$/Each	
31	55 Gal / 205 Liter Closed Steel Drum, New 1A1/Y1.8/300	\$/Each	
32	55 Gal / 205 Liter Fiber Drum 1G/Y190/S	\$/Each	
33	55 Gal / 205 Liter Steel Drum, New 1A2/Y1.5/100	\$/Each	
34	1,000 - 1,500 Gal Poly Storage Tank	\$/Day	
35	2,000 - 2,900 Gal Poly Storage Tank	\$/Day	
36	20,000 Gal Frac Tank	\$/Day	
37	3,000 - 3,900 Gal Steel Storage Tank	\$/Day	
38	300 - 500 Gal Poly Storage Tank	\$/Day	
39	4,000 - 6,000 Gal Poly Storage Tank	\$/Day	
40	18,000-Gallon Weir Tank	\$/Day	
41	Rolloff Container with Metal lid	\$/Day	
42	Rolloff Container with Tarp & Bows	\$/Day	
43	Tank Trailer/Transporter, No Tractor (For Storage Only)	\$/Day	
44	Vacuum Box, Watertight	\$/Day	
45	Vermiculite to Lab Pack One (1) Drum	\$/Each	



**Philadelphia Gas Works – Request For Proposals**  
**On-Call Spill Response, Remediation, Disposal and Monitoring Services**

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**ATTACHMENT A – UNIT COST TABLES**

Table A-8: Materials for Containment and Absorption			
Item	Description	Unit	Unit Price (\$)
1	Oil Sorbent Pad (17" x 19")	\$/Each	
2	Oil Sorbent Boom (6" x 10')	\$/Each	
3	Absorbent Boom, 3in x 4ft	\$/Each	
4	Absorbent Boom, 5in x 10ft x 4/Bale	\$/Bale	
5	Absorbent Boom, 8in x 10ft x 4/Bale	\$/Bale	
6	Absorbent Pad (101 Grade) 100/bale	\$/Bale	
7	Absorbent Roll, 38in x 144ft	\$/Each	
8	Absorbent Rug, 36in x 300ft	\$/Each	
9	Absorbent Sweep, 17in x 100ft	\$/Bale	
10	Activated Carbon for Water treatment systems	\$/Lb	
11	Corn Cob Absorbent 40lb / 18 kg bag	\$/Bag	
12	HGX Absorbent (Mercury absorbent)	\$/Lb	
13	Oil Snare, on a Line, 50ft	\$/Each	
14	Poly Absorbent, 20 lb / 23 kg	\$/Bag	
15	Rags, 50 lb / 23 kg	\$/Box	
16	Speedi Dry	\$/Bag	
17	SPI Solidification Particulate (Oil Bond)	\$/Lb	
18	SPI Waterbond	\$/Lb	



**Philadelphia Gas Works – Request For Proposals  
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**ATTACHMENT A – UNIT COST TABLES**

Table A-9: Degreasers and Neutralizing Agents			
Item	Description	Unit	Unit Price (\$)
19	Antiviral Disinfectant Solution	\$/Gal	
20	142 Solvent	\$/Gal	
21	Antifreeze, Concentrate	\$/Gal	
22	Capsur	\$/Gal	
23	Cirtic Acid Solution, 15%	\$/Gal	
24	Citrus Cleaner Degreaser	\$/Gal	
25	Hydrated Lime, 50 lb / 23 kg	\$/Bag	
26	Hydrochloric Acid	\$/lb	
27	Penetone Degreaser	\$/Gal	
28	Pink Stuff Degreaser	\$/Gal	
29	Simple Green Degreaser	\$/Gal	
30	Soda Ash, 100 lb / 45 kg	\$/Bag	
31	Sodium bisulfate 50 lb / 23 kg	\$/Bag	
32	Sodium Hypochlorite, 15% (Bleach)	\$/Gal	
33	Odorant Counteractant	\$/Gal	



**Philadelphia Gas Works – Request For Proposals**  
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**ATTACHMENT A – UNIT COST TABLES**

Table A-10: Pumps, Hoses, and Associated Equipment			
Item	Description	Unit	Unit Price (\$)
1	Drum Loader	\$/Day	
2	Pump - Centrifugal, 2 in	\$/Day	
3	Pump - Diesel Lister, 3 in	\$/Day	
4	Pump - Double Diaphragm, 1 in	\$/Day	
5	Pump - Double Diaphragm, 2 in	\$/Day	
6	Pump - Double Diaphragm, 2 in, Chemical	\$/Day	
7	Pump - Double Diaphragm, 3 in	\$/Day	
8	Pump - Double Diaphragm, 3 in, Chemical	\$/Day	
9	Pump - Double Diaphragm, 4 in labs	\$/Day	
10	Pump - Electric Drum	\$/Day	
11	Pump - Electric Submersible, 2 in	\$/Day	
12	Pump - Electric Submersible, 3 in	\$/Day	
13	Pump - Electric Submersible, 4 in	\$/Day	
14	Pump - Hand	\$/Day	
15	Pump - Hydraulic Transfer, 4 in	\$/Day	
16	Pump - Hydraulic Transfer, 6 in	\$/Day	
17	Pump - Trash, 2 in	\$/Day	
18	Pump - Trash, 3 in	\$/Day	
19	Pump - Trash, 4 in	\$/Day	
20	Drum Vacuum, Pneumatic	\$/Day	
21	Hose - Chemical, 2 in X 20 ft	\$/Day	
22	Hose - Chemical, 3 in X 20 ft	\$/Day	



**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

Table A-10: Pumps, Hoses, and Associated Equipment			
Item	Description	Unit	Unit Price (\$)
23	Hose - Chemical, 4 in X 20 ft	\$/Day	
24	Hose - Flex, 4 in, per ft	\$/Ft	
25	Hose - Flex, 6 in, per ft	\$/Ft	
26	Hose - Lay Flat, 2 in X 25 ft	\$/Day	
27	Hose - Lay Flat, 4 in X 25 ft	\$/Day	
28	Hose - Lay Flat, 6 in X 25 ft	\$/Day	
29	Hose - Suction, 2 in X 25 ft	\$/Day	
30	Hose - Suction, 3 in X 25 ft	\$/Day	
31	Hose - Suction, 4 in X 25 ft	\$/Day	
32	Hose - Suction, 6 in X 25 ft	\$/Day	
33	Wash Hose, 1/2in x 50ft	\$/Day	

Table A-11: General Equipment and Tools			
Item	Description	Unit	Unit Price (\$)
Pressure Washing Equipment			
1	1000psi Pressure Washer	\$/Day	
2	2000psi Pressure Washer	\$/Day	
3	2500psi Hot Water Pressure Washer	\$/Day	
4	2500psi Pressure Washer	\$/Day	
5	3000psi Hot Water Pressure Washer	\$/Day	
6	High Pressure Blaster - 10,000 PSI 300 HP (50 GPM)	\$/Hr	



**Philadelphia Gas Works – Request For Proposals**  
**On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

Table A-11: General Equipment and Tools			
Item	Description	Unit	Unit Price (\$)
<b>Pressure Washing Equipment</b>			
7	High Pressure Blaster - 20,000 PSI 300 HP (10 GPM)	\$/Hr	
8	High Pressure Blaster - 40,000 PSI 200 HP (6 GPM)	\$/Hr	
9	High Pressure Blaster - 40,000 PSI 300 HP (10 GPM)	\$/Hr	
10	Nozzle - 2D Automated	\$/Hr	
11	Nozzle - 3D Automated	\$/Hr	
<b>Tools and Construction Equipment</b>			
12	3/4in Drill, Rotary Hammer	\$/Day	
13	Hydraulic Power Pack	\$/Day	
14	Jackhammer, 40Lb	\$/Day	
15	Jackhammer, 60Lb	\$/Day	
16	Jackhammer, 90Lb	\$/Day	
17	Jumping Jackhammer (Rammer)	\$/Day	
18	Pneumatic Chipping Gun	\$/Day	
19	Steel Nibbler, Pneumatic	\$/Day	
20	1/2in Drill, Electric	\$/Day	
21	Circular Saw, Electric	\$/Day	
22	Mercury Vacuum	\$/Day	
23	Collection Jar for Mercury Vacuum	\$/Each	
24	Filtration Bag for Mercury Vacuum	\$/Each	
25	Reciprocating Saw (Sawzall), Electric	\$/Day	
26	Wet Vacuum (Shop Vac)	\$/Day	
27	100 HP Boiler Unit	\$/Hr	
28	15 Gal HEPA Vacuum	\$/Day	



**Philadelphia Gas Works – Request For Proposals**  
**On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

Table A-11: General Equipment and Tools			
Item	Description	Unit	Unit Price (\$)
<b>Tools and Construction Equipment</b>			
29	Heater (Portable Salamander)	\$/Day	
30	150,000 BTU Portable Heater	\$/Day	
31	2 CU YD self dumping hopper	\$/Day	
32	Air Compressor 175-185 CFM	\$/Day	
33	Air Compressor 15-170 CFM	\$/Day	
34	Air Compressor 8-10 CFM	\$/Day	
35	Abrasive cut-off saw (12")	\$/Day	
36	Chipping hammer	\$/Day	
37	Concrete core drill	\$/Day	
38	Cutting Torch/Welding Equipment	\$/Day	
39	Drum Vacuum (pneumatic)	\$/Day	
40	Hammer Drill/Bits	\$/Day	
41	Carbon Filter System	\$/Day	
42	Poly Sheeting (6 mil, 20'x100')	\$/Roll	
43	Rolloff Liners	\$/Each	
44	Decon Pool, 10ft x 10ft	\$/Day	
45	Decon Pool, 20ft x 100ft	\$/Day	
46	Decon Pool, 25ft x 50ft	\$/Day	
47	Dewatering Box	\$/Day	
48	Dump Trailer (Trailer Only, Staged on Site)	\$/Day	
49	Eyewash Station	\$/Day	
50	Generator - 12K Watt	\$/Day	
51	Generator - 5,000 Watt	\$/Day	
52	Generator - 8,000 Watt	\$/Day	





**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

Table A-11: General Equipment and Tools			
Item	Description	Unit	Unit Price (\$)
Tools and Construction Equipment			
53	Halogen Spotlight	\$/Day	
54	Intrinsically Safe Drop Light	\$/Day	
55	Light Stand	\$/Day	
56	Light Tower w/Generator	\$/Day	
57	Personnel Staging Tent, 10x10 ft, Purchased	\$/Each	
58	Personnel Staging Tent, 20' x 30'	\$/Day	
59	Secondary Containment Unit	\$/Day	
60	Traffic Cone/Barricade Unit	\$/Day	
61	Skid Mounted Liquid Phase Carbon System (10GPM)	\$/Day	
62	3 Gal Pump Spray Bottle	\$/Each	
63	3/8in Manilla Rope	\$/Ft	
64	3/8in Manilla Rope Coil, 600ft	\$/Each	
65	3in Long Handle Scraper	\$/Each	
66	3in Scraper	\$/Each	
67	Caution Tape/Roll	\$/Each	
68	Chemical Tape/Roll	\$/Each	
69	Deck/Scrub Brush	\$/Each	
70	Disposable Hand Pump/Syphon Pump	\$/Each	
71	Extension Cord, 50ft	\$/Each	
72	Fence Stakes	\$/Each	
73	Fence, Slit 100ft	\$/Each	
74	Flat Shovel	\$/Each	
75	Garden Hoe	\$/Each	
76	Garden Rake	\$/Each	



**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

Table A-11: General Equipment and Tools			
Item	Description	Unit	Unit Price (\$)
Tools and Construction Equipment			
77	Pitch Fork	\$/Each	
78	Plastic Shovel	\$/Each	
79	Sawzall Blade	\$/Each	
80	Shrink Wrap	\$/Roll	
81	Snow Fence/Safety Fence, 50ft	\$/Each	
82	Spaded Shovel	\$/Each	
83	Squeegee	\$/Each	
84	Filter Bags - 25 Micron Nominal	\$/Each	
85	Acetylene Bottle	\$/Each	
86	Breathing Air Bottle Refill	\$/Each	
87	Hand Cleaner	\$/Each	
88	Rolloff Bow	\$/Each	
89	Rolloff Tarp	\$/Each	
90	Misc. Handtools	\$/Day	
91	Bentonite (Bag or pail)	\$/Each	
92	Concrete (Bag)	\$/Each	
93	Asphalt Patch (Bag)	\$/Each	
94	Mat (Altumamat/ground mat 4'x8')	\$/Day	
95	Steel Plate (2'x4'x3/16") Shoring	\$/Day	
96	Steel Plate (4'x8'x3/16") Shoring	\$/Day	
97	Steel Plate (4'x8'x1/2") Shoring	\$/Day	
98	Vinyl Bulkhead Shoring 10' Max	\$/SF	
99	Steel Channel Shoring 10' Max	\$/SF	
100	Cribbing Timbers (6'x4'x4')	\$/LF	



**Philadelphia Gas Works – Request For Proposals**  
**On-Call Spill Response, Remediation, Disposal and Monitoring Services**

**ATTACHMENT A – UNIT COST TABLES**

<b>Table A-12: Marine Spill Response Equipment</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
1	3/8in Unguarded Galvanized Chain	\$/FT	
2	Airboat, Single Engine	\$/Day	
3	Airboat, Twin Engine	\$/Day	
4	Boat/Workskiff without Motor	\$/Day	
5	Brush Skimmer	\$/Day	
6	Containment Boom - 10" Per Foot Per Day	\$/FT	
7	Containment Boom - 18" Per Foot Per Day	\$/FT	
8	Containment Boom - 24" Per Foot Per Day	\$/FT	
9	Containment Boom - 36" Per Foot Per Day	\$/FT	
10	Drum Skimmer (24in-36in)	\$/Day	
11	Drum Skimmer, Double Barrel	\$/Day	
12	Hydraulic Power Pack for Skimmer	\$/Day	
13	Landing Craft (LCM), 26ft-29ft	\$/Day	
14	Landing Craft (LCM), 30ft-34ft	\$/Day	
15	Landing Craft (LCM), 35ft-45ft	\$/Day	
16	PFD Life Vest	\$/Day	
17	PFD Survival Suit / Cold Weather Survival Work Suits	\$/Day	
18	Power Barge Boat, 26ft-30ft	\$/Day	
19	Power Barge Boat, 30ft-42ft	\$/Day	
20	Power Workboat, Fast Response, 12-14ft	\$/Day	
21	Power Workboat, Fast Response, 15-17ft	\$/Day	



**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

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## **ATTACHMENT A – UNIT COST TABLES**

<b>Table A-12: Marine Spill Response Equipment</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price (\$)</b>
22	Power Workboat, Fast Response, 18-22ft	\$/Day	
23	Power Workboat, Fast Response, 23-26ft	\$/Day	
24	Power Workboat, Fast Response, 27-36ft	\$/Day	
25	Rigid Hull Inflatable (RIB) (18ft-22ft)	\$/Day	
26	Rope Mop - 4" (Per Foot)	\$/FT	
27	Rope Mop - 9" (Per Foot)	\$/FT	
28	Rotating Disc Skimmer Unit	\$/Day	
29	Skim Pack Skimmer	\$/Day	
30	Skimmer - C24H Hydraulically Powered Rope Mop Wringer	\$/Day	
31	Skimmer - C29H Hydraulically Powered Rope Mop Wringer	\$/Day	
32	Skimmer - CV-46H Hydraulically powered Vertical Mop Wrin	\$/Day	
33	Skimmer, Duck Bill	\$/Day	
34	Skimming Vessel (Marco/JBF or Equivalent) 28-30ft	\$/Day	
35	Skimming Vessel Belt Drive Replacement	\$/Each	
36	Weir Skimmer Unit	\$/Day	
37	Anchor, 18Lb	\$/Each	
38	PFD Deck Suit	\$/Each	
39	PFD Safety Light	\$/Each	
40	1/2in Nylon Rope	\$/FT	



**Philadelphia Gas Works – Request For Proposals  
On-Call Spill Response, Remediation, Disposal and Monitoring Services**

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**ATTACHMENT A – UNIT COST TABLES**

**Table A-12: Marine Spill Response Equipment**

Item	Description	Unit	Unit Price (\$)
41	1/2in Poly Rope	\$/FT	
42	1/8in Poly Rope	\$/FT	

**Table A-13: Percent Markup Table for Sub-Contracted Items**

Item	Description	Unit	Markup (%)
1	Subcontractors (Laboratory Analysis)	Markup %	
2	Subcontractors (Equipment Rental)	Markup %	
3	Subcontractors (Off-site Storage)	Markup %	
4	Subcontractors (Off-site Treatment/Disposal)	Markup %	

**Table A-14: Administrative Costs**

Item	Description	Unit	Unit Price (\$)
1	Technical Report	\$/Each	
2	Certificates of Disposal	\$/Each	
3	Profile Approval Fee (No Sample)	\$/Each	
4	Sample & Profile Approval Fee	\$/Each	



**Philadelphia Gas Works – Request For Proposals  
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**ATTACHMENT B - Hypothetical Spill Response Cost Proposals**

The following hypothetical spill response scenarios have been provided for evaluation purposes only and are not indicative of any scenario actually encountered. For each scenario, Proposers must provide a brief summary explaining how they would respond to the hypothetical spill and provide a proposal detailing the time and materials costs that would apply and the total cost of the response. Time and materials costs identified in response to Attachment A of this RFP should be utilized as part of the estimate. The Proposer may submit their responses to this attachment in their standard proposal format.

**Scenario 1: Diesel Fuel Spill**

At approximately 6PM on a Friday evening in May, you receive a call from PGW requesting emergency spill response services at the PGW Richmond Plant located at 3100 E. Venango Street, Philadelphia, PA 19134. Approximately 500 gallons of diesel fuel was released when a sight glass for the day tank of an emergency generator burst in a switchgear building onsite. Diesel fuel coated the floor within the emergency generator room, which measures 35 feet by 23 feet, and migrated outside of the generator room, impacting a 50 foot by 50 foot area of asphalt-paved surface. Diesel fuel did not impact any soil; however, approximately 40 gallons of diesel fuel entered a utility manhole onsite. Diesel fuel did not enter a storm drain or sanitary drain. PGW has requested that you complete the spill cleanup, provide drums for waste containerization, label the drums, and leave all waste generated during the cleanup onsite for future disposal by PGW.

**Scenario 2: Mercury Spill**

At approximately 3PM on a Tuesday afternoon in July, you receive a call from PGW requesting emergency spill response services at a PGW customer location by the intersection of Grant Avenue and Frankford Avenue in Northeast Philadelphia. Approximately 300 grams (0.66 pounds) of elemental mercury was released from a PGW natural gas regulator when PGW personnel were replacing the meter set at this location. The mercury was released onto a bare concrete floor in the basement of a single family, two-story residence. The mercury spill affected a 4 foot by 4 foot area of the concrete floor. PGW has requested that you complete the spill response and conduct mercury vapor monitoring to ensure that mercury vapor levels in the breathing zone of the residence are below a final action level of  $0.0010 \text{ mg/m}^3$ . Assume for the purposes of the cost proposal, that it takes five (5) repeat visits involving mercury amalgam application and vapor monitoring to meet the final clearance criteria of  $0.0010 \text{ mg/m}^3$ . For the purposes of this response, assume that you must provide drums for waste containerization, label the drums, and dispose of all waste generated as part of the cleanup at an appropriately licensed and permitted disposal facility.



**Philadelphia Gas Works – Request For Proposals  
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**Scenario 3: Liquid Odorant Spill**

At approximately 1AM on a Thursday morning in January, you receive a call from PGW requesting emergency spill response services at the PGW Passyunk Plant located at 3100 W. Passyunk Avenue, Philadelphia, PA 19145. Approximately 10 gallons of liquid odorant (Scenintel E Gas Odorant manufactured by Chevron Phillips) was released due to a failure of a stainless steel odorant transfer line. PGW personnel were able to stop the release; however, liquid odorant impacted a 5 foot by 5 foot area of gravel and penetrated the soil to a depth of 5 feet. PGW has requested that you complete the spill response and conduct odor neutralization. You must provide drums for waste containerization, label the drums, and leave all waste generated during the cleanup onsite for future disposal by PGW.



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**ATTACHMENT C – Demographic Survey**

A key tenet of PGW's practice of good corporate citizenship is its commitment to the use, non-discrimination against and development of qualified minority, disabled and women vendors and to non-discrimination in employment.

In an effort to insure the full inclusion of all segments of the American population, PGW is requesting that the following information be returned with your proposal:

- A. Does your organization have a written program which addresses the utilization of minority business enterprises (MBE), disabled business enterprises (DBE) and women enterprises (WBE) in the manufacturing, distribution of servicing of your product(s)? If so, please furnish a copy of your program. Please provide statistics of MBE, DBE and WBE in (1) manufacturing, (2) distribution, and (3) service for the past two years.
- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | YES                      | NO                       |
|  | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Does your organization foster economic growth and development by providing procurement opportunities to MBE/DBE/WBE firms as material suppliers, contractors, sub-contractors, etc? If so, please furnish a copy of your company policy or directive.
- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | YES                      | NO                       |
|  | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy.
- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | YES                      | NO                       |
|  | <input type="checkbox"/> | <input type="checkbox"/> |

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Philadelphia Gas Works – Request For Proposals  
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- D. Please furnish data depicting the composition of your work force by ethnic group and gender and their appropriate titles/job classifications.

# OF EMPLOYEES	TITLE CLASS	ETHNIC GROUP	GENDER

As a socially responsible entity, PGW seeks to insure that its business partners are committed and dedicated to the practice of including all segments of the American population in their business practices. Accordingly, the information requested above must be provided or your proposal may be rejected as non-responsive.

If the information was provided to PGW within the past twelve months, please check here: ☐

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

(Please Print)



**Philadelphia Gas Works – Request For Proposals  
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**ATTACHMENT D – Required 17-1400 Disclosure**

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. Please note that, if selected, you will be required to update such disclosure during the term of your agreement with PGW and for one year thereafter.

Therefore, the following information must be provided to PGW:

- |    |   |                                 |                                |
|----|---|---------------------------------|--------------------------------|
| 1. | Did you use any consultant with respect to this RFP or the contract at issue within the prior one year period? If so, you are required to list (in an attachment hereto) the following information for each such consultant: (i) name, (ii) business address, (iii) business phone number and (iv) amount paid or to be paid. | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
|----|---|---------------------------------|--------------------------------|

As used herein, the term "consultant" means any person or entity used to assist you in obtaining a contract through direct or indirect communication with the City, PGW, any City Agency or any officer or employee of any of them, if such communication is undertaken by the person or entity for payment.

- |    |  |                                 |                                |
|----|--|---------------------------------|--------------------------------|
| 2. | Have you or any consultant disclosed above made any contributions of money or in-kind assistance within the prior two year period to (i) any candidate for nomination or election to any public office in Pennsylvania, (ii) any individual who holds any such office, (iii) any political committee or state party in Pennsylvania or (iv) any group, committee or association organized in support of any such candidate, office holder, political committee or state party in Pennsylvania? If so, you are required to list (in an attachment hereto) the date, amount and recipient of each such contribution. | YES<br><input type="checkbox"/> | NO<br><input type="checkbox"/> |
|----|--|---------------------------------|--------------------------------|

For purposes hereof, (i) contributions made by a person's immediate family shall be deemed contributions made by that person and (ii) contributions made by an entity's affiliate or an officer, director, controlling shareholder or partner of an entity's or such entity's affiliate shall be deemed contributions made by that entity.



**Philadelphia Gas Works – Request For Proposals  
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3. Do you intend to use any subcontractors on this contract? If so, you are required to list (in an attachment hereto) the following information for each such subcontractor: (i) name, (ii) business address, (iii) business phone number and (iv) amount or percentage to be paid. YES NO  
☐ ☐
4. Within the prior two year period, has any City or PGW officer or employee asked (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, to give money, services, or any other thing of value to any person or entity? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of request, (iv) amount requested and (iv) amount of any payment made in response to request (other than contributions listed under (2) above). YES NO  
☐ ☐
5. Within the prior two year period, has any City or PGW officer or employee directly or indirectly advised (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, that a particular person or entity could be used by you to satisfy any goals in this RFP or contract for the participation of minority, women, disabled or disadvantaged business enterprises? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of advice and (iv) name of person or entity they advised could be used to satisfy such goals. YES NO  
☐ ☐

The undersigned hereby certifies that the information provided herein is true and correct as of the date set forth below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

Date: \_\_\_\_\_  
(Please Print)



**Philadelphia Gas Works – Request For Proposals  
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**ATTACHMENT E – PGW Headquarters Location and Driving Directions**

**PGW Headquarters:** 800 W. Montgomery Ave., Philadelphia PA 19122

- From I-95 Southbound: take exit 23 for Girard Ave. Keep left to merge onto Girard Ave. Continue on Girard for approximately 1.5 miles and turn right onto 9th St. Drive for another 0.5 miles, and our location is at the intersection of 9th St. and Montgomery Ave.
- From I-95 Northbound: take exit 22 for US-30 E/Independence Hall/Callowhill St. At the foot of the ramp, merge onto Callowhill St. and keep right. Drive for 2 blocks, and turn right onto 5<sup>th</sup> St. Take 5<sup>th</sup> St. for approximately 1.5 miles, and make a left onto Cecil B. Moore Ave. Drive 4 more blocks, and turn right onto 9<sup>th</sup> St. Our location is at the intersection of 9<sup>th</sup> St. and Montgomery Ave.
- From I-76 Eastbound: take exit 344 for I-676 E toward Central Phila and merge onto I-676, and take the exit for Broad St/Central Phila. Stay left at the fork to merge onto Vine St. In one block, turn left onto Broad St. Drive for about 2 miles. As you see Temple's campus, turn right onto Montgomery Ave. Proceed for 5 blocks, and our headquarters is at the intersection of 9<sup>th</sup> St. and Montgomery Ave.
- From I-76 Westbound: take exit 351 for I-95/Front St. toward Trenton-Chester. Keep left at fork and follow signs for I-95 N towards Trenton. Follow directions for I-95 Northbound
- From Ben Franklin Bridge: at the foot of the bridge, keep right and merge onto 5<sup>th</sup> St. Follow under the overpass and keep straight. Follow directions for I-95 Northbound.