

PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

ANALYTICAL LABORATORY SERVICES

Dated: April 22, 2008

RFP NO.: 17337



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Analytical Laboratory 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 9, 2008, 2:30 p.m. Eastern Time, at the PGW Procurement Department, 800 W. Montgomery Avenue, 1st Floor, Philadelphia, Pennsylvania 19122, for a consultant to provide analytical laboratory 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 selected Proposer.

Questions concerning this Request for Proposals shall be directed in writing towards Edward DiLello, PGW Procurement Department, fax: 215-684-6163; E-mail: Edward.dilello@pgworks.com or PGW Procurement Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. **Proposers may not contact other PGW personnel regarding this RFP. Please note** - when submitting any information or question to PGW via email, please send a duplicate email copy to the following email address: procurement@pgworks.com

1.1 Schedule of Events

The projected schedule of events for this Request for Proposals is as follows:

Issue Date of the RFP April 22, 2008

Mandatory Telephone Conference, 10:00 a.m. April 29, 2008

Date by which questions and requests for clarification must be received, in writing, at the office of the person listed above by 5 p.m. (Eastern Time) May 2, 2008

Proposal Submission Due Date
Must be received, in writing, at the office of the person listed above by 2:30 p.m. (EST)..... May 9, 2008

Notification Date..... May 19, 2008

Contract Start Date (on or before).....As soon as possible after proposer selection and contract negotiation

The Mandatory Telephone Conference is scheduled for 10:00 a.m. on April 29, 2008 to answer questions and requests for clarification. **Proposers who choose to participate via conference call should dial as follows: 1-(334)-262-0740, Participant Code: 823582.**

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



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1.2 Proposal Requirements

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

- 1.2.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW (sometimes referred to as the “RFP”), consisting of the following five (5) sections, and five (5) attachments:

Sections:

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

Attachments:

- A Item Cost Table Normal Turnaround Time
- A1 Item Cost Rush Turnaround Time % Increase
- A2 Sample Disposal Cost
- B Disclosure Form
- C Demographic Survey

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

- 1.2.3 Attended the Mandatory pre-proposal teleconference described in Section 1.1.

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.

2 Project Definition and Requirements

2.1 Overview of PGW

PGW 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. Philadelphia Gas Works is providing gas service to approximately 515,000 active accounts within the city of Philadelphia, using 6,000 miles of gas mains and services.



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2.2 Scope of Work

The Proposer shall provide PGW with the cost associated with the requested Analytical Services set forth in Attachment “A,” conducted by the appropriate officially listed method(s) such as the United States Environmental Protection Agency (EPA SW 846) or Standard Method of Water and Waste Water Analysis or whatever method is acceptable for UST work (24 hour turnaround time) or the State of Pennsylvania Act II recommended methods. Each proposal shall include a proposed Scope of Work satisfying the objectives and tasks outlined in this Section 2.2 and the RFP.

Mandatory Services

1. The successful Proposer must provide all materials such as sample bottles with or without special rinsing and addition of preservatives, labels for the previously mentioned bottles, chain of custody forms and ice chest; each Proposer must include the costs for such materials in the itemized analytical cost quoted for the Services.
2. The successful Proposer must provide PGW with sample pick up service when requested within a reasonable timeframe as to render the samples not to exceed the EPA recommended storage times.
3. The successful Proposer must meet all EPA and Commonwealth of Pennsylvania Quality Assurance/Quality Control certifications. The successful Proposer will participate in proficiency testing which is required by the Commonwealth of Pennsylvania and conduct in-house analysis of blanks, spikes, duplicates, blind and reference samples to give documentation of analytical precision. All standard reference materials shall be certified and within the relevant expiration date. The successful Proposer shall utilize Good Laboratory Practices (GLPs) and must have a technically competent staff with suitable equipment and training. The successful Proposer shall possess NELAP (National Environmental Laboratory Accreditation Program) certification.
4. The successful Proposer must have the ability to provide the analytical data in both PDF format and a mailed hard copy.

Minimum Materials to be Provided by the Contractor

1. The Proposer must include all analytical pricing and a specific Detection Level for the listed method number in Attachment “A.” The normal analytical turnaround time (TAT) MUST be stated.
2. The successful Proposer must be able to offer RUSH pricing for certain samples whose results are required in a quicker than normal turnaround time. The proposed cost for this service MUST be stated in the proposal by each Proposer as the percentage increase of normal TAT for the required RUSH times given in Attachment “A.1.”
3. Each Proposer must state any sample disposal surcharges as listed in Attachment “A.2.”



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4. The successful Proposer must supply chain of custody forms and maintain strict signature policy to render all data generated official and acceptable by the Commonwealth of Pennsylvania or any relevant governmental regulatory agency or body.

5. The successful Proposer must be available for telephonic communications to answer questions regarding results, requests for bottles, labels or ice chests.

Safety Requirements

By submitting its proposal, each Proposer specifically warrants that it is aware of and understands the possible hazards which are presented to persons, property, and the environment in the performance of transportation, storage and sample handling for analysis. The successful Proposer must transport, store, remediate and dispose of such materials in full compliance with all applicable governmental laws, regulations, requirements and orders.

Disposal Facility Requirements

The successful Proposer must dispose all lab samples in a lawful and prudent manner, and in compliance with all applicable laws and regulations, and the Proposer or Proposer's agent's signature on the chain of custody form will transfer ownership of all submitted samples to the Proposer.

2.3 Deadlines

The project will commence immediately upon consultant selection and contract negotiation and execution. The term of the contract with the successful Proposer shall be for either somewhere in the range of one to three (1-3) years with the option of extending the term of the contract up to four (4) years, or for four (4) years, unless earlier terminated by PGW.

Proposers shall state the period of time they require to perform the analysis required hereunder.

2.4 Proposal Pricing

Each proposal shall provide unit prices associated with the time and materials required to complete the work identified in this RFP per year for up to a four (4) year contract term. Each Proposer must submit a completed Attachment A, A.1 and A.2 to identify the costs associated with the tasks listed therein.

Payment shall be by invoice, and reviewed and approved by PGW. Invoices shall contain sufficient detail such that an evaluation of proper unit costs can be made.

2.5 Proposer/Personnel Minimum Requirements

Minimum Qualifications and Requirements



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All workers shall be experienced in the work required to perform the services that are the subject of this RFP. References of previous experience must be provided in the proposal.

The successful Proposer must utilize a labor force that will not lead to any stoppages, picketing or other labor disturbances. The successful Proposer's indemnification under the contract shall include any claims or losses arising from any labor disturbance.

2.6 Licensing

The successful Proposer must possess a NELAB identification in the Commonwealth of Pennsylvania.

The successful Proposer must be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent state and federal requirements, codes and regulations. If the successful Proposer is a "business" as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid business privilege 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.

2.7 Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by the successful Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. The successful 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 prior written consent of PGW.

2.8 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.

Please note that the materials provided to you in connection with this RFP include confidential proprietary information of PGW (including trade secrets and copyrighted material). You are required to hold in confidence and not to disclose or reveal to any person or entity any such information without the prior written consent of PGW. You may use such information solely in connection with preparation of your proposal pursuant to this RFP.



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2.9 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 "B" 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.

2.10 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of Minority, Women, and Disabled businesses and persons (collectively, "DBEs") in contracts. The purpose of PGW's DBE policy is to provide equal opportunity for all businesses and persons and to assure that PGW funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. Proposers must complete Attachment "C" (Demographic Survey), attached hereto and submit same with their proposals.

2.11 Insurance

Proposer shall procure and maintain, at its sole cost and expense, insurance with companies that have an A. M. Best's rating of not less than A- and acceptable to PGW, with coverage limits of 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 (30) thirty days after prior written notice has been given to PGW.

PGW, PFMC, the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability Insurance policy. An endorsement is required stating that Proposer's policies will be primary to any other coverage available to PGW, PFMC, the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents. Any insurance maintained by PGW will be excess and non-contributory. Furthermore, no act or omission of PGW, PFMC, and/or the City of Philadelphia shall invalidate the coverage.

- **Workers' Compensation and Employers' Liability.** Workers' Compensation Insurance, as required by statute. Employers' Liability coverage is to be carried with minimum limits of \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 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; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. The policy shall also cover liability arising from Blanket Contractual, Broad Form



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Property Damage, 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 discrimination, defamation, harassment, malicious prosecution, slander and mental anguish). Products/Completed Operations must be included. ISO Contractual Liability Limitation Endorsement #CG2391093 shall not apply to the contract. 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. Such policy must contain a “Severability of Interests” clause. Philadelphia Gas Works, Philadelphia Facilities Management Corporation, 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 is required.

- **Automobile Liability Insurance.** Business Automobile Liability coverage 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. Philadelphia Gas Works and Philadelphia Facilities Management Corporation shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement is required.
- **Excess/Umbrella Liability Insurance.** Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than \$2,000,000 in any one claim or occurrence. Coverage shall include, but not be limited to, coverage provided by the underlying insurance. Underlying insurance shall include all liability coverage required by this contract except Professional Liability Errors & Omissions coverage as outlined below. Philadelphia Gas Works and Philadelphia Facilities Management Corporation shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement is required.
- **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 out of the performance of services pursuant to any statement of work between the parties.

Under an occurrence form, coverage required shall be maintained in full force and effect under the policy. 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.



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- **CONTRACTOR'S POLLUTION LIABILITY.** Proposer or its subcontractor 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 shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement 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.** If scope of services includes storing, treating or disposing of hazardous wastes or materials, the Proposer or its subcontractor shall carry **Pollution Legal Liability (PLL) Insurance, or its equivalent**, on an occurrence basis with a minimum limit of \$2,000,000 each claim and a \$2,000,000 aggregate with a deductible not to exceed \$100,000. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement 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 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.

ADDITIONAL PROVISIONS



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It shall be the responsibility of the Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein. Proper evidence of this compliance must be forwarded to Philadelphia Gas Works prior to the inception of any work by subcontractor.

Renewal certificates and policies, as required, shall be forwarded to Philadelphia Gas Works for as long as professional contractor performs the work as specified in this contract.

WARRANTY

The successful Proposer shall warrant 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 with the scope of services of this contract. It 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 or disposal, the selected storage and disposal facilities described in the work plan must be appropriately licensed and permitted to store and 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, Transporter/Disposal Company shall promptly notify Philadelphia Gas Works of such loss.

2.12 Indemnification

The successful 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 reasonable 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 (including but not limited to customer information), hazardous substances, contamination or adverse effects on the environment, failure to pay subcontractors and suppliers, any breach of the agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret), labor stoppages, picketing or other labor disturbances resulting from the successful Proposer's acts or omissions or negligence or the acts or omissions or negligence of the successful Proposer's agents, subcontractors, officers, employees or servants under or in connection with the 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 the agreement. The successful Proposer's indemnification shall expressly include any claims for personal injuries or death made by or on behalf of the successful 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 attorneys' fees) which arises out of, is related to,



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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.

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 contract 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 the contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorneys' 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



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connection with the contract, (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.

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 or 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

Any contract entered into by PGW will be executed in and shall be governed by the laws, regulations and requirements of the United States of America, the Commonwealth of Pennsylvania and of any other relevant State, including but not limited to Pennsylvania's Solid Waste Management Act and the laws set forth below. The successful proposer must comply with all Commonwealth of Pennsylvania and other relevant State certification requirements.



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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 and any related future agreement (including but not limited to the following):

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
40 CFR Part 61	National Emission Standards on Hazardous Air Pollutants
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



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 seven (7) completed sections in the following order:

3.1.1.1 **Tab 1:** Transmittal letter.

3.1.1.2 **Tab 2: Scope of Work.** A proposed and detailed scope of work satisfying the Project objectives, tasks and deliverables outlined in this document and its appendices and identify all associated assumptions. Any areas that are beyond the scope of work should be clearly identified.

3.1.1.3 **Tab 3:** (1) Proposed work plan, (2) procedure and (3) work schedule/timeline to provide the scope of work described in Section 2 of this RFP.

3.1.1.4 **Tab 4:** Proposal Pricing. See also Attachments A, A1, and A2.

3.1.1.5 **Tab 5:** Completed Section 4 (Proposer Information) of this RFP. All Proposals must include the following information and be signed (at the end of Section 4) as follows:

3.1.1.5.1 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.

3.1.1.5.2 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;

3.1.1.5.3 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



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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.

3.1.1.5.4 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.

3.1.1.6 **Tab 6:** Qualification and Experience of Proposer. Proposers are strongly encouraged to list experience providing similar services.

Each Proposer must include a Statement of Qualifications and listing of relevant experience projects with its proposal.

3.1.1.6.1 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;

3.1.1.6.2 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;

3.1.1.6.3 Indicate the areas of the Project that each individual will be involved with or have responsibility for;

3.1.1.6.4 For each individual that would be involved in this Project, provide a reference list with phone numbers.

3.1.1.7 **Tab 7:** Completed Attachments A (including A1 and A2), B, and C, and any other attachments required to be completed under the RFP.



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- 3.1.2 One (1) original Proposal, and six (6) copies, must be submitted in a sealed envelope or envelopes addressed to PGW Procurement Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, 1st Floor, Philadelphia, Pennsylvania 19122. The name and address of the Proposer must also appear on the face of the envelope.
- 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.
- 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 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 fifty (150) 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.

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

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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 extend 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 following 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 a contract 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 has been canceled, please explain.)

4.4 Financial Information

- 4.4.1 If the Proposer requests that PGW receive and maintain any of the following financial information in confidence, the Proposer understands that such information may not be exempt from disclosure under the Philadelphia Home Rule Charter and/or the Commonwealth Right to Know Act. The Proposer agrees that PGW may make such disclosure or reproduce such financial information as is deemed necessary or convenient by PGW, its officers, agents, or employees, for PGW's use in Proposal evaluation and comparison; provided, however, that if any person makes a request as contemplated by the Philadelphia Home Rule Charter and/or Commonwealth Right to Know Act to review or be provided with copies of such financial information or any part thereof, and PGW denies such requests, immediately upon notification thereof, the Proposer shall, at its sole cost and expense, defend PGW and its officers, agents, and employees against any action resulting from denial of such request. If the Proposer fails to promptly provide such defense, PGW, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action, whether in law or in equity, that it may have against PGW respecting such disclosure. The Proposer agrees to indemnify and hold harmless PGW, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney's fees and court costs resulting from PGW's or Proposer's acts or omissions pursuant to this Paragraph.



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4.4.2 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.)

4.4.3 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:

4.4.3.1 Date petition filed

4.4.3.2 Case No. and jurisdiction

4.4.3.3 Amount of liabilities and debts

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

4.4.4 The Proposer's bank references are:

Name	Address
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.

4.4.5 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 a contract and furnishing any required bond or letter of credit.



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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 a contract; if operating under a fictitious name, so indicate.]

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

() Corporation

() Partnership

() Individual

() Joint Venture



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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 ()

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

DIRECTORS

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



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SHAREHOLDERS

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

OFFICERS

	Name	Position
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____



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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? _____

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

	Name	Address	% of Ownership
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%
5.	_____	_____	_____%
6.	_____	_____	_____%



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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? _____

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

	Name	Address	% of Ownership
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.



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- 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 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 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.

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 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. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by PGW, or any authorized agent of PGW and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW with PGW having title thereto and unrestricted use thereof.



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- 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 a contract 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:
- 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 a contract, 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 contract with a Proposer;



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- 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;
 - 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 a contract pursuant to this RFP.
- 5.3.4 PGW intends to enter into contract negotiations with the selected 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.



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5.4 Award

- 5.4.1 PGW intends to award the contract to the Proposer 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. ITEM COST TABLE NORMAL TURNAROUND TIME

Normal Turnaround Time **Please list number of Days** _____

<i>Analyte</i>					
<i>Item</i>	<i>Description</i>	<i>Method</i>	<i>Detection limit</i>	<i>Unit</i>	<i>Unit Price (\$)</i>
1	Sludge full TCLP	1311 various		1 sample	
2	Sludge Analysis Oil & Grease	9070		1 sample	
3	Total Suspended Solids	2540D		1 sample	
4	Water BOD	5210B		1 sample	
5	Water COD	410.4		1 sample	
6	Water Volatile Organic Compounds	8260B 624		1 sample	
7	Water Analysis Semi Volatile Organic Compounds	8270C		1 sample	
8	Water Pesticides & Herbicides	8081A		1 sample	
9	Water Oil & Grease	1664A		1 sample	
10	Water PCB's	608		1 sample	
11	Oil PCB's	8082		1 sample	
12	Soil/Water RCRA Metals (all)	6010B		1 sample	
13	Priority Pollutant Metals (13 with Hg)	6010B		1 sample	



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ATTACHMENT A.1 – ITEM COST TABLE RUSH TURNAROUND TIME

24 Hour RUSH TAT (Additional Percentage of Normal TAT)	
48 Hour RUSH TAT (Additional Percentage of Normal TAT)	
72 Hour RUSH TAT (Additional Percentage of Normal TAT)	



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ATTACHMENT A.2 – SAMPLE DISPOSAL COST

	<i>Analyte</i>		
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Unit Price (\$)</i>
1	Sludge full TCLP	per sample	
2	Sludge Analysis Oil & Grease	per sample	
3	Total Suspended Solids	per sample	
4	Water BOD	per sample	
5	Water s COD	per sample	
6	Water Volatile Organic Compounds	per sample	
7	Water Semi Volatile Organic Compounds	per sample	
8	Water Pesticides & Herbicides	per sample	
9	Water Oil & Grease	per sample	
10	Water s PCB's	per sample	
11	Oil PCB's	per sample	
12	RCRA Metals (all with Hg)	per sample	
13	Priority pollutant metals (13 with Hg)	per sample	

	<i>Administrative Costs</i>		
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Unit Price (\$)</i>
1	Analytical Report	each	



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ATTACHMENT B. 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 | NO |
|----|---|-----|----|

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 | NO |
|----|--|-----|----|

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.

- | | | | |
|----|---|-----|----|
| 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 |
|----|---|-----|----|



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- | | | | |
|----|---|-----|----|
| 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)



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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

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

COMMENTS: _____

- C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy. YES NO

COMMENTS: _____



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Analytical Laboratory Services**

- D. Please furnish data depicting the composition of your work force by ethnic group gender and their appropriate titles/job classifications.

# OF EMPLOYEES	TITLE CLASS	ETHNIC GROUP	GENDER

This information is for PGW use only and will be held in the strictest confidence. As a socially responsible corporation, 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)