

**IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
THROUGH THE STATE OF IDAHO DIVISION OF PURCHASING**

**RFP02489 TECHNICAL ASSISTANCE FOR THE IDAHO DEQ WASTE
MANAGEMENT AND REMEDIATION PROGRAM**

**PRESUBMITTAL CONFERENCE
OCTOBER 22, 2012, 9:00 A.M. – NOON
DEQ STATE OFFICE
BOISE, IDAHO**

PRESUBMITTAL QUESTIONS, DEQ RESPONSE AND RFP ADDENDUM

This document contains the questions submitted by proposers for the above noted Request for Proposals, responses provided by the Department of Environmental and addendum to the RFP.

Purpose of this Request for Proposal

The Idaho Department of environmental Quality (DEQ), through the State of Idaho Division of Purchasing, is seeking Request for Proposals for qualified contractors to provide technical assistance to the DEQ Waste Management and Remediation Program for site investigations, risk evaluation, remedial alternative evaluation, design and costing, and remediation of petroleum, hazardous waste and mine sites. DEQ expects to award indefinite-delivery/indefinite-quantity type of contract to no more than four firms.

Administrative Notes

The schedule for the remainder of the request for proposal (RFP) process is as follows: Proposals for this RFP are due at the Division of Purchasing by 5:00 P.M. Mountain Time November 16, 2012. Proposals must be submitted to: (direct delivery) Idaho Division of Purchasing, Attn: Diane Robinson, 650 W State Street, Room B-15, Boise, Idaho 83720. For proposals submitted by mail, the address is: Idaho Division of Purchasing, Attn: Diane Robinson, PO Box 83720, Boise, ID 83720-0075. For proposals submitted by email, the address is: diane.robinson@adm.idaho.gov. You will be issued a receipt from the Division of Purchasing noting the date and time the proposal was submitted. For proposals submitted by mail, the receipt will be sent to you. For proposals submitted through IPRO/Sicomm, the IPRO system will send you a receipt.

The selection process is confidential. Upon completion of the selection, the process will be complete and subject to public information. All cost proposals submitted to the state will be treated as confidential and will not be released to competing firms, individuals, agencies or the general public until the contract is signed.

This was the sole opportunity that proposers had to ask questions and clarify points. At no other time during the remainder of the RFP process will DEQ technical personnel, contracts officers or

DOP purchasing officers be available to respond to questions of a technical nature from proposers. Questions with regard to administrative procedures for proposing will be answered up to the time bid proposals are due. For questions of an administrative nature, please contact DOP Purchasing Officer Diane Robinson at (208) 332-1631 or by email diane.robinson@admin.idaho.gov.

Any major questions/clarifications that are addressed in the presubmittal conference will be shared with other prospective proposers even if they did not submit questions. The reason the information is shared, is that the State of Idaho, using taxpayer dollars, must maintain an even playing field so that everyone has the same information, the same chance at submitting a proposal with the same information as the prospective proposers who attended this conference.

The contents of the RFP, Proposers' Questions and DEQ Response, RFP addendum and the selected proposals submitted will become the contract statement of work.

Proposer Questions/DEQ Answers

Proposer questions are numbered and in **BOLD** type.

1. RFP Section General: The RFP does not seem to require a discussion of specific technical approaches for either of the two hypothetical tasks, but only cost estimates. Does IDEQ want a technical approach discussion to support the cost estimate, and if required, should it be included with the cost estimate in the Cost Proposal section, or as part of the 20 pages in the Technical Proposal?

Answer: No.

2. RFP Section 4.4 Cost Proposal, and Appendix C, Cost Proposal Part A: Is any back up information required to support the cost estimates for the two hypothetical tasks?

Answer: No.

3. RFP Section 3.1: Pertaining to the guidance documents for the QAPP, are we also referencing the "DEQ Quality Assurance Program Status and Future Implementation Strategy April 2012 Document" when developing QAPPs?

Answer: No.

4. RFP Section 4.2: Redundant and duplicated material. With a 20 page limit, would it be prudent to provide more elaborate project summaries in an appendix or would that be considered having the evaluators search for the answers?

Answer: Section 4.2 calls out the details of how the proposal shall be prepared along with the definition to the (M) = Mandatory Specification, (E) = Evaluated Specification, (ME) = Mandatory and Evaluated Specification. If the section has E, if there is no response, you will

receive 0 points for that section. When the section has an M or ME, those are mandatory: if an answer is not included the proposal will be non-responsive and no further evaluation will occur.

The technical proposal should be limited to 20 typed one-sided pages, exclusive of appendices, resumes, transmittal letter, cover page and table of contents. The technical proposal shall be prepared as shown in section 4.3, page 8 of the RFP.

5. RFP Sections 4.3.10, 4.3.11, and 4.3.12 (general): Does the Certification Regarding Disbarment need to be included as Appendix B in our proposal submission? Does the Certification of Independent Price Determination need to be included as Appendix F in our proposal submission? Does the Signature Page need to be included as Appendix G in our proposal submission? Or can these forms be completed and included in whichever chronological appendix they happen to fall within our completed proposal?

Answer: The forms can be completed, grouped and included in the appendix, but please leave the title, for example, Appendix B, at the top of the page.

You will, of course have a Table of Contents that shows what Appendix they are in.

6. RFP Section 5.1: How does DEQ want us to name our electronic file submissions? Suggest “RFP02489-Company Name-Technical” and “RFP02489-Company Name – Cost”. Will a file receipt/acknowledgement be issued by the IPRO website if we submit electronically?

Answer: The naming convention you suggest is appropriate.

If you submit electronically through IPRO, you will receive an acknowledgement.

7. RFP Section 5.1: Does DEQ want one CD with the two files for the technical and cost proposals included on the CD or two CDs, one with the technical proposal and the other with the cost proposal?

Answer: One CD with both the technical and cost proposal is good.

8. RFP Section Appendix C: Do we need to supply the supporting cost estimate for the numbers provided on Appendix C, Part A?

Answer: No.

9. RFP Section Appendix C: Please provide clarification if labs and drillers are to be included in Appendix C, Part B cost proposal? And if yes, how exactly does DEQ want us to determine the salary rate per hour for these types of subcontractors/services.

Answer: Typically in that type of situation where we have an unknown from site to site, perhaps we could provide a general costing that would be a happy medium of a model. This would give us a benchmark so that everyone is on the same page.

The two projects that are Attachment 1 and Attachment 2 that you provide cost estimates for in the Cost Proposal Part A Format are for competitive bid purposes only.

For Attachment 2, Scope of Work #2, assume \$12,000 for drilling and laboratory expenses. When it comes time to negotiate for actual Task Orders, real time figures will be used for the drillers, etc.

Cost Proposal Part B Format is intended to show the fully loaded salary rates for all personnel proposed to do the work during the term of the contracts issued as a result of this RFP. We specifically exclude drillers, analytical laboratories, or other subcontractors for which an hourly rate is inappropriate. However, Part B should be capable of supporting the costing of Part A.

10. RFP Section Appendix C Scope of Work #1: Location of City of Hypothetical?

Answer: The cost proposal will be modified so that the City of Hypothetical in Attachment 1 is assumed to be Coeur d'Alene and the site specified in Attachment 2 is located in Idaho Falls.

11. RFP Section Appendix C Scope of Work #2: Location of Somewhere, Idaho?

Answer: See answer #10.

12. RFP Section 4.3: Is the 20-page limit for the technical proposal inclusive of the transmittal letter, cover page and table of contents? Please clarify.

Answer: The 20 page limit does not include the transmittal letter, cover page or the table of contents.

13. RFP Section 4.3.6, 4.3.7: Representative projects descriptions shall be within the past two years. This is interpreted to be inclusive of the past two full years of 2010 and 2011 as well as 2012. Please confirm or clarify. Also, does this two-year requirement listed in Section 4.3.7 also apply to Section 4.3.6, "Experience and Capabilities", or can project experience and capabilities include a larger timeframe?

Answer: Relevant project descriptions are those occurring from January 1, 2010 to the present. The same timeframe is applicable for section 4.3.6.

14. RFP Section 4.3.7: Should relevant project descriptions be presented in the proposal under "References" (RFP Section 4.3.7) or under "Experience and Capabilities, Project Experience" (RFP Section 4.3.6)?

Answer: Relevant project descriptions should be presented in Section 4.3.6.

15. RFP Section 7.12 Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed standard contract terms and conditions lack industry standard terms and conditions for professional services. Please consider including a Standard of Care for Professional Services.

Recommended verbiage:

STANDARD OF CARE: Contractor shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Contractor's Services are rendered. Contractor does not expressly or impliedly warrant or guarantee its Services.

Explanation:

This is critical language to both State and contractor to trigger coverage under contractor's Professional Liability insurance should it be necessary. Professional Liability insurance provides coverage for a contractor's professional negligence, or a failure to meet the industry standard of care.

Answer: DEQ will accept part of the recommended verbiage for the STANDARD OF CARE: Contractor shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Contractor's Services are rendered.

DEQ will not accept: Contractor does not expressly or impliedly warrant or guarantee its Services. This is inconsistent with the previous sentence.

16. RFP Section 7.12 Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed standard contract terms and conditions lack industry standard terms and conditions for the provision of environmental services. Please consider including an indemnity for preexisting conditions.

Recommended verbiage:

INDEMNITY FOR PREEXISTING CONDITIONS: State acknowledges Contractor will perform part of the work at facilities that may contain hazardous materials or pollution conditions ("Preexisting Pollution Conditions"), and that Contractor had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of State, State agrees to indemnify, defend, and hold Contractor harmless (including attorneys' fees and

other legal expenses) from any and all losses, damages, claims, or actions brought by any third party or employee of State against Contractor or Contractor's employees, agents, officers or directors that result from or are attributable to such Preexisting Pollution Conditions. State's responsibility under this provision, however, shall not apply to the extent claims are shown by final judgment to arise out of Contractor's negligence or willful misconduct.

Explanation:

As is customary in the industry, environmental contractors' general liability policies exclude any claim that arises from the rendering or failure to render professional services. This exclusion is intended to direct such claims over to the professional liability policy, which provides insurance for contractor's proportionate fault or professional negligence. It is standard to ask States for indemnity from 3rd party claims arising from preexisting contamination because otherwise contractors face a serious potential gap in coverage if drawn into a claim simply by being at the site. As prudent professionals and business people, environmental contractors must rely upon their insurance program to address large losses caused by professional fault. Without this important indemnity when performing professional services in the environmental services arena, contractors subject their business to events both outside their control, and uninsurable.

Answer: DEQ does not accept this suggested change. According to the Attorney General as a general policy matter the state does not indemnify the Contractor.

17. RFP Section 7.12, Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed standard contract terms and conditions lack industry standard terms and conditions for the provision of environmental services. Please consider adding a Limitation of Liability to the Save Harmless provision at Item 12 in the Standard Contract Terms and Conditions.

Recommended verbiage:

ALLOCATION OF RISK: State agrees that, to the fullest extent permitted by law, Contractor's total liability to Owner is limited to the greater of \$100,000 or the total amount of Contractor's fees per each Work Authorization, for any and all claims, damages, losses or expenses, including attorneys' fees, arising in any way out of Contractor's performance of Environmental Services (as defined herein). "Environmental Services" means Contractor's work under a Work Authorization that includes any of the following tasks related to the investigation or remediation of the presence of hazardous or non-hazardous materials, chemicals, substances or materials (including without limitation hydrocarbons, asbestos containing material, and petroleum): regulatory compliance consulting, Phase I and II environmental site assessments, remedial investigations, remedial design, and any engineering or consulting services which involves evaluating, investigating and/or remediating the presence of hazardous materials or pollution conditions of a property which is the subject of Contractor's services under an applicable task order.

Explanation:

To equalize the potentially enormous risks assumed in providing environmental services in comparison to the fee for these services, contractors consider contractual limitations of liability a standard component of their risk management programs. There is a heightened degree of risk and uncertainty created in doing environmental services that cannot adequately be offset in pricing the proposal at any level likely to be acceptable to the State. Contractors believe that States can do a great deal to minimize their risk by selecting effective providers to offer risk-mitigating expertise, and the quality and thoroughness of their professional services. However, the limitation of liability reflects a reasonable effort to try to limit at least a portion of the inherent exposure to risks the contractor didn't create, and/or cannot adequately quantify at the time it enters into an agreement for services.

Answer: DEQ does not accept this suggested change. This section would limit our possible remedy for any negligence by the Contractor.

18. RFP Section 7.12 Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed standard contract terms and conditions lack industry standard terms and conditions for the provision of environmental services. Please consider adding a Waiver of Consequential Damages.

Recommended verbiage:

WAIVER OF CONSEQUENTIAL DAMAGES: Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or indirect damages.

Explanation:

Although damages are generally limited to those within the contemplation of the parties when the contract was entered into or at least reasonably foreseeable by them at that time, consequential damages are beyond the reasonable expectations of the parties. This is a generally accepted industry term factored into professional rates, based on contractor's inability to factor in unknown, unforeseeable, or potentially uninsurable risks.

Answer: DEQ does not accept this suggested change. This wording would limit DEQ's remedy.

19. RFP Section 7.12 Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed standard contract terms and conditions lack industry standard terms and conditions for the provision of environmental services. Please consider adding a provision regarding Disposal of Waste Materials.

Recommended verbiage:

DISPOSAL OF WASTE MATERIALS: State will remain responsible as the generator of record for the disposal of contaminated and other waste materials generated by Contractor on State's site. Accordingly, State shall sign all regulatory paperwork, including waste manifests or bills of lading. In the event State is not able to directly arrange for the disposal of contaminated materials, State authorizes Contractor to hire, on behalf of and as agent of State, subs to transport and dispose of contaminated or other waste material generated from State's site(s).

It is understood and agreed that Contractor shall not be deemed to be, and is not responsible as an owner, generator, operator, transporter, arranger or other "person" as described in Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, or Section 7002 of the Resource Conservation and Recovery Act ("RCRA"), or applicable state or local laws. Rather, Contractor acts at the direction of State solely as its agent to arrange for the transportation, storage, treatment, or disposal of the contaminated materials generated from State's site(s).

Explanation:

Contractors cannot risk CERCLA/RCRA exposure by assisting States with full service environmental assistance without appropriate waste disposal terms in place.

Answer: DEQ does not accept this suggested change. This recommended verbiage includes tasks that are included in Contractor's work.

20. RFP Section 7.12 Standard Contract Terms and Conditions and Appendix A:

Rationale:

The proposed Standard Contract Terms and Conditions lack an Assignment clause.

Recommended verbiage:

ASSIGNMENT OF TASKS TO AFFILIATES: If the authorized scope of work includes construction activities or the oversight of construction, Contractor may, on notice to State, assign all of its contractual rights and obligations with respect to such activities or services to an affiliate of subsidiary qualified and properly licensed for such activity.

Explanation:

Contractors with subsidiaries and affiliates for specialized services may need to assign certain task orders to those entities if the activity involves certain construction related activities or remediation work. In addition, the State of Idaho generally requires a contractor's license for certain public works construction activities exceeding \$10,000 and such license may be held by an affiliated entity. Please consider adding an assignment clause so an assignment can be effected under the contract terms if necessary.

Answer: There shall be no assignment without prior approval of the Assignment of Tasks to Affiliates from the DEQ.

21. RFP Section 4.3 Technical Proposal (ME): Are the Transmittal Letter, Substantiation of Claim for Exemption from Disclosure, Cover Page, Table of Contents, Disclosure of Potential Conflict of Interest by Contractor, Appendices B, F, and G to be included in the 20-page limit in the technical proposal?

Answer: No.

22. RFP Section 4.3.7 References (ME): Are public agencies federal and state agencies, and are they limited to Idaho agencies only?

Answer: Public agencies are federal and state agencies as well as local agencies.

We are increasing the range for this RFP to specific NW states to include Idaho, Washington, Oregon, Utah, Montana and Wyoming.

23. RFP Section 4.4 Cost Proposal (ME): Subcontractor rates are often site-specific. Are hourly rates required for subcontractors?

Answer: Refer to Question/Answer 9.

24. RFP Section 5.1 Date, Time, Number of Copies: Is submission of a PDF file sufficient when submitting electronically?

Answer: In section 5.1, it reads: Both Proposal types must also be submitted in electronic form, on a CD (in MS Word 2003 or later).

25. RFP Section Appendix E Bid Proposal Checklist: Could you please define the Substantiation of Claim for Exemption from Disclosure requirement?

Answer: If you consider an element of your proposal to be a trade secret, or should be otherwise protected from disclosure, you must indicate by marking the section on each page of the document. You must include the specific basis for your position that it be treated as exempt from disclosure. This would be your Substantiation for Exemption from Disclosure.

26. RFP Section 4.3.8 Personnel: Does the stated three pages include all key personnel resumes?

Answer: No. There should be a three page resume for each of your key personnel listed. The information should be limited to pertinent information that clearly demonstrates the individual's ability to successfully complete each assigned task.

27. RFP Section 4.3.7 References: Can you explain to me 'knowledgeable contact person' and what it is you want for references?

Answer: What we are asking for is a minimum of three references be supplied to us. For a job that you have completed, we want to know the name of the Project, location of the project, the

dates (start/finish) you worked on the project, and the name and number of the person you worked with.

28. RFP Section 4.3.7: Would you consider extending the period of performance to three (3) to five (5) years?

Answer: It is limited because we do not want an overabundance of projects named. We are trying to tie experience as much as possible to personnel who might, in all likelihood, be working on the contract.

29. Can you tell me, historically speaking, the value of these contracts? How many years have you had contracts like this?

Answer: This is probably the third time of a four (4) year contract. The amount varies. During this particular four (4) year cycle, currently the invoices that have been paid have totaled a little over \$5,000,000 total for four (4) contractors. We did receive stimulus money during that period which amounted to approximately \$2,000,000. For the previous four (4) year contract it was approximately \$2,000,000 or maybe a little more for the total four (4) year period for all the contractors.

30. There is a variety of services being provided. It looks like your first emphasis is on Phase I and Phase II Site Assessments, but there was also mining work and remediation. Is it possible for you to estimate the percentages on those types of deliverables?

Answer: It's difficult to do that. We rely on federal funds for the most part for most of the work. The most reliable sources of money that we can tie to are Leaking Underground Storage Tank grant funding where we have a chunk of contractual work budgeted and Brownfield assessment work. Commonly, those two (2) are on the order of \$500,000 per year. What happens then is that during the course of any given year there may be, for example in the LUST program EPA Region 10 may come up with a pot of money that is available for the states to bid on that we can use for additional contractual. A project might come up in the mining realm which may have a source of money connected to it. It's hard to anticipate that sort of thing.

31. Is there a larger percentage of work in the north?

Answer: With the Brownfield projects we have an estimate approximately six (6) months ahead of where we are anticipating projects occurring. With the LUST program it's a little less certain.

32. I didn't understand the reference to other agencies. You mentioned NW states?

Answer: That was a two part question: (1) Are public agencies federal and state agencies, and are they limited to Idaho agencies only? Public agencies are federal and state agencies as well as local agencies for example, city and county government. (2) Are they limited to Idaho agencies only? No, it has been expanded to the NW states to include Idaho, Washington, Oregon, Utah, Montana and Wyoming as far as where we would consider public agency work for project experience.

33. So you are talking about the project experience section of our technical proposal we should restrict our experience to public agencies within Idaho, Oregon, Washington?

Answer: The area that we expanded to includes Idaho, Washington, Oregon, Utah, Montana, and Wyoming. Please note that question specifically had to do with 4.3.7 References.

34. Do you have a limit on the number of project descriptions?

Answer: We do not have a limit on the number of project descriptions, but they are included in the 20 page limit of the Technical Proposal.

35. So after the four (4) consultants are identified all things being equal I am assuming that in your eyes they are all equivalent to the work. How will the work be awarded out?

Answer: We do make an effort to try to equalize the work among the four (4) contractors. It often comes down to a timing issue. For example, we get towards the end of a grant cycle for the Brownfield program. We may have projects lined up and we need to use up our grant money by the end of September. It often means that we have multiple things going on at the same time which means utilizing all of our contractors at any given time.

36. So it's not necessarily lowest bid at any given time?

Answer: No.

37. It's who is available?

Answer: I think we have had one instance during the last four (4) years where it was the nature of the project itself. At the request of the particular people who wanted the services within DEQ we put out a request for qualifications in that particular area. Based on the responses that we received we asked for more specific bids from a couple of the contractors.

38. Who are your current incumbents on these contracts?

Answer: The four (4) contractors are Tetra Tech, Terragraphics, STRATA, and URS.

39. You mention in the RFP that you are supporting small business goals.

Answer: On page 22 of the RFP, Section 7.10 Contracting with Small Business and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms. Since it is national policy to award a fair share of contracts to small, minority, and women's business firms, DEQ requests Contractor support. Please refer to items 1- 6, the minimum Affirmative steps. Records supporting the percentages of disadvantaged business participation shall be maintained by the Contractor and shall be made available to DEQ's duly authorized representative upon request. Each payment request submitted by the Contractor to DEQ must clearly identify the amounts payable to disadvantaged businesses.

40. Does the number of pages for the Technical Proposal, 20, include the resumes?

Answer: No, your resumes can be an attachment.

41. What is the purpose of the amendment that you are going to issue on the 29th?

Answer: It will contain all the questions that were submitted previously along with the answers and what has been discussed today. We will also include updated mailing information for this RFP.

42. On question #9, you mentioned that one of the assumed projects was supposed to be in Coeur'd Alene and one was in Idaho Falls, and for us to assume that the drilling costs and the lab costs were a total of \$12,000.

Answer: Correct.

43. We need to discuss the cost proposal projects in different parts of the state.

Answer: Part of the idea of having the two projects in disparate parts of the state was an attempt to try to equalize that out so that people who might be located in one place or the other are not going to be at a disadvantage.

44. In the Scope of Work #2 Scenario it mentions conducting a monitoring well survey using a licensed surveyor.

Answer: A licensed surveyor for the purpose of Scenario #2 can be considered similarly as the analytical labs and drillers (see question 42.). For this scenario a cost of \$1500 for surveyor's services can be assumed.

45. In the Cost Proposal, do we need to anticipate any increases in billing rates over the term of the contract?

Answer: No.

46. So what we put down for our billing rates we need to stick with for the term of the contract?

Answer: It is not assumed that there will be annual cost adjustments. The DEQ would entertain requested cost increases that comply with OMB Circular A102 imperatives that costs must be necessary, reasonable, allowable, and allocable.

47. So that would be negotiated on an annual basis?

Answer: Yes.

48. Do you have any estimate of the funding?

Answer: Initially, it may be on the order of \$500,000 per year.

49. In this RFP compared to the last one there is an additional emphasis on statistical analysis this time? Were you thinking about that mainly in terms of sampling, location type statistics or did you have something else in mind?

Answer: We were trying to emphasize a broader range of services rather than having a specific project in mind. One of the projects that we had over the last four years was to have someone put on an Environmental Statistics course for DEQ Waste staff that we found value in. The previous emphasis has been on assessment and remediation. By adding additional emphasis on the statistical analysis adds another prong to help the Waste Remediation Division build capacity to programmatically respond. That can take a lot of forms: database, programming and areas that it's hard to put specifics on.

50. What is the potential for providing related work, what type of projects, or just in general?

Answer: During the course of the four (4) years, we have had people do repository designs, as well as review of remedial design documents, site assessment documents. I'm thinking of southeast Idaho in the phosphate patch.

There were no further questions.

Attendance List:

Jason Poulsen	Geo Engineers
Jay Williams	Cascade Earth Sciences
Andrew Provant	STRATA
Cristina Brischler	STRATA
Jon Munkers	Terragraphics
Paul Spillers	Tetra Tech
Todd Glindeman	Brown & Caldwell
Andy Weigel	Brown & Caldwell
Chelsea Maxfield	Millennium Science & Engineering
Paul Hunter	Millennium Science & Engineering
Saiid Dabestani	Enviro-Mont
Gary Panther	Spokane
Derek Young	URS
Charlene Roberts	Portage, Inc.

Addendum - 1

The cost proposal is modified so that the City of Hypothetical in Attachment 1 is assumed to be Coeur d'Alene and the site specified in Attachment 2 is Idaho Falls.

For Attachment 2, Scope of Work #2, assume \$12,000 for drilling and laboratory expenses and \$1500 for licensed surveyor expenses.

A revised Cost Proposal form follows.

PLEASE NOTE: SUBMITTAL INFORMATION HAS CHANGED

Division of Purchasing Contact:

The Idaho Division of Purchasing (DOP) contact for this RFP is Diane Robinson.

Direct delivery (UPS, FedEx, etc.): Idaho Division of Purchasing
650 W State St, Room B-15
Boise, ID 83702

OR

US Postal Service: Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075

OR

Submit electronically at <http://ipro.sicomm.net/IPRO/>

Phone (208) 332-1631

Fax (208) 327-7320

E-mail: diane.robinson@adm.idaho.gov

**Proposals must be received by 5:00 P.M. November 16, 2012 Mountain Time
Proposals received after the deadline will not be accepted.**

There are no other changes.



Diane Robinson, C.P.M.
Purchasing Officer

I acknowledge that I have received and read this Addendum #1, and that failure to return a signed copy of this Addendum #1 with my bid will result in my bid being found non-responsive.

Name of Supplier: _____

Signature of Authorized Agent: _____

Printed Name: _____

Date: _____

**APPENDIX C - Revised
COST PROPOSAL PART A FORMAT**

Firm Name _____

Scope of Work	Cost Estimate
Phase I Assessment	
Phase II Assessment	
TOTAL	

Part A is a cost estimate to perform two separate hypothetical tasks that are specified and described in Attachments 1 and 2. A cost estimate must be provided for each task. Total cost estimates for all tasks for each proposer will be compared.

ATTACHMENT 1 - Revised Cost Proposal Part A Scope of Work #1 Scenario

I. PURPOSE AND OBJECTIVES

The City of Coeur d'Alene requested that DEQ conduct environmental assessment activities at a 15-acre former, unregulated dump site adjacent to the Coeur d'Alene River in Coeur d'Alene, Idaho. The proposed redevelopment plans for the property include a public park, picnic area, outdoor pavilion, rest rooms, an administrative building, and riparian and habitat improvements. The 15-acre property was formerly used as an unregulated dump site from 1920 to 1968. The site was closed and capped with an indeterminate amount of clean fill. The site has no previous Phase I environmental site assessment (ESA). A Phase I ESA of the dump site is necessary in order to identify past site uses, current condition and surrounding property site uses which may have caused potential releases of hazardous chemicals into the environment. The Phase I ESA will also serve as a planning tool for any future Phase II assessment activities at the former dump. These assessments are critical to the redevelopment planning process. DEQ: The highlights show conflicting acreage.

The Phase I ESA will conform to the American Standards for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments (1527-05) and provide the data needed to determine if additional site assessment or cleanup is required at the dump prior to conducting redevelopment activities. The Phase I ESA will also conform to the ten criteria for AAI set by 42 USC section 9601(35)(B)(iii).

TASK 1: HISTORICAL/REGULATORY REVIEW

The specific activities to be conducted as part of the historical and regulatory review include:

- The Phase I ESA will be conducted by an environmental professional as defined under the EPA All Appropriate Inquire rule;
- Interviews with past and present owners, operators, and caretakers of the site for the purpose of gathering information regarding the potential for contamination;
- Reviews of historical sources, chain-of-title information for historical background (to 1940 or earlier), city directories (*i.e.*, Polk Directory), historical maps, geological maps, aerial photographs of the site and adjacent properties, building department records, and land use records to determine previous uses and occupancies of the real property since the property was first developed;
- Reviewing site information for geologic and hydrogeologic characteristics for vulnerability and other possible areas of concern;
- Reviewing Department of Environmental Quality's list of Underground Storage Tanks to evaluate if any registered tanks or Leaking Underground Storage Tanks are present on the subject or adjacent properties as well as Federal lists of known

- and suspected hazardous waste sites (CERCLIS and RCRA generators) to evaluate if subject or adjacent properties are found on them;
- Reviewing Federal, State, and local regulatory status of facility permits, outstanding compliance orders, notices of deficiency, and other reported environmental concerns;
 - Contacting electric utilities to determine PCB content of utility-owned transformers or other electrical equipment, if necessary; and
 - Documenting findings of site and surrounding sites conditions with photographs, a Phase I ESA report, a site map, and collection of GPS coordinates utilizing the WGS 84 coordinate system.

TASK 2: ON-SITE INSPECTION AND ARCHAEOLOGICAL SURVEY

The specific tasks to be performed as part of Task 2 include:

- Conduct an on-site inspection of the 15-acre property. The presence of transformers or other electrical equipment possibly containing polychlorinated biphenyls (PCBs), evidence of contamination from hazardous petroleum substances or wastes (stained soil, stressed vegetation, etc.), documenting drains and other means of conveyance of water and/or possible contaminants into the groundwater or Hypothetical River, and other potential sources of contamination will be evaluated, including an attempt to identify the extent of the dump site and fill material (understanding that subsequent subsurface investigations will follow to confirm the extent of the dump material and cover thickness);
- Interviewing available persons familiar with past use of the dump and adjacent properties (there are five potential interviewees: property owner, neighbor, local historian, county commissioner, and local IDEQ solid waste staff);
- Visually inspecting the dump and adjacent properties and classify their possible effects on the subject property; and,
- Conducting and completing Idaho State Historic Preservation Office (SHPO) archaeological survey and site inventory forms, available at: <http://www.idahohistory.net/SHPO.html#anchor269777> . This does not require completion by an archeologist.

TASK 3: REPORT GENERATION

The **CONTRACTOR** will compile the information gathered during Tasks 1 and 2 to prepare a final report for the site. The report will include the purpose, scope, methods, and findings of the assessment; identification of recognized environmental concerns; recommendation of necessary additional investigation, if any; and summary and conclusions of findings. Additionally, the report will contain copies of historic aerial photographs, photographs collected while conducting on-site investigations, a map of the landfill including important features (boundaries, river, drains, roads, identified domestic ground water wells, etc.), and a list of recommended next steps along with the completed SHPO archaeological survey and site inventory form.

II. REPORTS

The **CONTRACTOR** will prepare a report containing items enumerated in TASK 3. Two copies of the final Phase I ESA report will be mailed to the attention of John Doe, Planning and Zoning Administrator, 100 Some St., Coeur d'Alene, Idaho and one electronic to Aaron Scheff in the DEQ State Office along with all supporting materials (photographs, maps, etc.). All invoices associated with this task should be sent to the attention of Mr. Scheff and should clearly delineate the charges by task and type (labor, direct expense, etc.).

Develop a cost estimate to complete all of the tasks above.

**ATTACHMENT 2 - Revised
Cost Proposal Part A
Scope of Work #2 Scenario**

I. PURPOSE AND OBJECTIVES

The Idaho Department of Environmental Quality (IDEQ) requests assistance in the investigation of subsurface soil, soil vapor and groundwater for the presence of petroleum hydrocarbons at a former convenience store and gasoline station in Idaho Falls, Idaho. The objective of the subsurface investigation is to delineate the magnitude and extent of subsurface petroleum hydrocarbon contamination associated with historic operations at the site.

SITE BACKGROUND

The facility operated from 1990-2005 but is no longer in operation. All equipment is still in place. The site is ½ acre in size and all monitoring locations are within the boundaries of the property. There are two (2) five thousand (5,000) gallon tanks and one (1) dispenser island. Gasoline was the product that was historically dispensed. Ground water occurs at a depth of ten (10) feet below ground surface in medium sands. The sands are overlain by silty sand.

The proposed scope of work includes:

TASK 1: QAPP, HASP, PROJECT PLANNING

- Preparation of an EPA/DEQ-compliant quality assurance project plan (QAPP)
- Preparation of an OSHA-compliant health and safety plan (HASP),
- Locating and marking underground appurtenances including utilities, product lines and perimeter of the current underground storage tank (UST) basin

TASK 2: SUBSURFACE INVESTIGATION

- Advancing direct-push probes at seven locations to a total depth of fifteen (15) feet, and continuous coring, logging, and screening of soils,
- Installation and development of five (5) ground water monitoring wells to fifteen (15) feet total depth, using two (2) inch PVC with ten (10) feet of screen.
- Collection of ground water samples using a peristaltic pump. Assume one (1) hour for water quality parameters to stabilize.
- Installation of five (5) soil vapor monitoring points to four (4) feet total depth,
- Collection of eight (8) soil samples (seven (7) environmental samples plus one (1) QA sample), nine (9) groundwater samples (six (6) environmental samples plus three (3) QA samples), and six (6) soil vapor samples (five (5) environmental samples plus one (1) QA sample) for BTEXN and MTBE using EPA method 8260 for soil and ground water samples and TO-17 for soil vapor. EPA method 5035 will be used for collection of soil samples.
- Conducting a monitoring well survey using a licensed surveyor

TASK 3: REPORT GENERATION

- Develop a data summary report which includes tables of media-specific chemical concentrations, a map illustrating measured ground water levels and the estimated potentiometric surface,
- QA/QC review and summary, and compilation of all data collected during the investigation and comparison to IDTLs and RUSLs.
- Make recommendation for next steps.
- Manage investigation derived waste. Assume IDW characterizes as hazardous waste and is in excess of two hundred twenty (220) pounds which will trigger RCRA requirements to generate an EPA identification and a hazardous waste generator annual report.
- Deliver one (1) electronic copy to Aaron Scheff in the IDEQ State Office and two physical copies to County Commissioner at Bonneville County Courthouse, Idaho Falls, Idaho 83404.

Develop a cost estimate to complete all of the tasks above taking into account the site background information.