

COMPETITIVE FIXED-PRICE BID SOLICITATION

IMPLEMENT REMEDIAL ALTERNATIVE, ATTAINMENT DEMONSTRATION, REMEDIAL ACTION COMPLETION REPORT, AND SITE CLOSURE ACTIVITIES

FORMER CANONSBURG SUPPLY & EQUIPMENT
1718 ROUTE 980
CECIL TOWNSHIP, CANONSBURG
WASHINGTON COUNTY, PENNSYLVANIA 15317

PADEP FACILITY ID #63-80660
PAUSTIF CLAIM #2000-0022(S)

December 6, 2011

This Request for Bid (RFB) Solicitation has been issued by the Pennsylvania Underground Storage Tank Indemnification Fund (PAUSTIF or "Fund") on behalf of the Claimant, Fred Dalbo, who hereafter is referred to as "Client" or "Solicitor". In general, this RFB references a scope of work (SOW) for implementing a remedial approach, quarterly groundwater monitoring / reporting, soil and groundwater attainment, preparing a Remedial Action Completion Report (RACR), and site closure activities at the subject "Site" which was formerly occupied by the Canonsburg Supply & Equipment (CS&E) facility located at 1718 Route 980 in Cecil Township near Canonsburg, Washington County, PA. The Site is currently occupied by a retail petroleum facility / convenience store and an automobile repair facility.

The Solicitor has elected to pursue Site environmental closure under Pennsylvania's storage tank regulations based on demonstrating attainment of the Pennsylvania Department of Environmental Protection (PADEP) Act 2 used aquifer Statewide Health Standard (SHS) Medium-Specific Concentrations (MSCs) for soil and groundwater in a residential setting. Implementation of the RFB SOW is expected to yield data sufficient to identify a rational and cost effective remedial solution that will achieve site closure and a relief of liability under PADEP Act 2 regulations. The SOW (Tasks 1 through 8) described below will be subject to a Fixed-Price Agreement (see Attachment 1) to be executed by Solicitor and the selected consultant.

However, as described separately below (see Section 4), this RFB also includes an invitation for bidders to also submit an alternate bid (in addition to a response to this RFB solicitation "as is") based on substituting either a different system design for the same remedial technology specified in the June 2009 RAP and April 2010 SCR/RAP, or based on specifying a different remedial technology altogether. Therefore, all bidders who choose to respond to this solicitation are expected to respond to the RFB "as is," but, at their option, can elect to also respond to the alternate bid invitation.

Solicitor requests a written approach, schedule, and firm fixed-price bid to complete the SOW tasks to be completed in accordance with all applicable PADEP rules and regulations. Although not a party to this Agreement, the Fund will reimburse 100 percent of the reasonable, necessary, and appropriate costs referenced in the Milestone Payment Schedule specified in Section 4 below and as incorporated into the signed Fixed-Price Agreement.

SOW Tasks

- Task 1. Remedial Action Plan (RAP) Final Design
- Task 2. Installation of Groundwater Monitoring and Recovery Wells
- Task 3. Implementation of a Vapor Enhanced Groundwater Extraction (VEGE) System

- Task 3A – Equipment Purchase and Assembly
- Task 3B – Site Preparation Work
- Task 3C – Equipment Pad, Trenching, Subsurface Piping, Mechanical, and Electrical
- Task 3D – Final Connections and Startup / Trouble-Shooting of the Remediation System
- Task 4. Remedial System Operation and Maintenance (O&M) and Site Monitoring / Reporting
- Task 5. Quarterly Groundwater Monitoring / Sampling and Reporting
- Task 6. Groundwater Attainment Demonstration
- Task 7. Prepare a Draft and Final Remedial Action Completion Report (RACR)
- Task 8. Site Closure / Restoration Activities

Please note that a bidder's response to this RFB Solicitation Package means it has accepted all the contractual terms and SOW requirements (for example, but not limited to, any report submittal deadlines) unless explicitly stated to the contrary in the bid response. However, bidders are still expected to describe their approach to completing the SOW in full and in detail.

Should your company elect to respond to this RFB Solicitation, **one hard copy of the signed bid package must be provided directly to the Funds' third-party administrator, ICF International (ICF),** at the address and to the attention of the person identified in Section 1 below. In addition to this one hard copy submittal, **one electronic copy (one PDF file) of the complete bid response must be submitted to ICF on a compact disk (CD)** to be included with the hard copy bid response. The outside of the shipping package containing the bid response **must be clearly marked and labeled with "Bid – Claim #2000-0022(S)."**¹

Please note that the **bid response (hard copy and digital version) is to be sent only to ICF** who will be responsible for opening the bids and providing copies to the Technical Contact and the Solicitor. No bid responses will be opened for review until the due date and time elapses. Submitted bid responses are subject to Pennsylvania Right-to-Know Law.

The signed bid package (hard copy and electronic copy) sent to ICF must arrive **no later than close of business (5 p.m.) on Friday, January 20, 2012.** Please note that if your bid response is not received by ICF by this due date and time, it will not be considered. A bid will only be considered if it is received by the specified due date and time from those bidders who also attended the mandatory pre-bid site visit (see Section 7) will be considered.

Each bid response will be considered individually and consistent with the evaluation process described in the PAUSTIF Competitive Bidding Fact Sheet, which can be downloaded from the PAUSTIF web site (see <http://www.insurance.pa.gov>). While the Technical Contact will assist ICF, PAUSTIF, and the Solicitor in evaluating the bid responses, the Solicitor will select his consultant from those bid responses deemed acceptable to PAUSTIF as reasonable, necessary, and appropriate. The Technical Contact will assist the Solicitor in communicating its choice of the successful bidder, which is anticipated to occur within six (6) weeks after receiving the bid responses.

¹ Bidders that have chosen to act on the invitation to provide an alternate bid shall provide one copy of each bid package.

1. ICF, SOLICITOR, AND TECHNICAL CONTACT INFORMATION

ICF International	Solicitor	Technical Contact
Ms. Jennifer Goodyear ICF International 4000 Vine Street Middletown, PA 17057	Mr. Fred Dalbo Canonsburg Supply & Equipment Co. Inc. 1720 Route 980 Canonsburg, PA 15317	Mr. Joseph Ozog, Jr., P.G. Excalibur Group, LLC 91 Park Avenue Windber, PA 15963 joezog@excaliburgrpllc.com

Please note that **there is a single point of contact regarding this RFB Solicitation**. All questions regarding this RFB Solicitation and the site conditions must be directed in **written form only** to the **Technical Contact** and must be received no later than five (5) calendar days prior to the due date for the bid response. To help ensure that all bidders are basing their bids on the same information, bidders must neither contact nor discuss this RFB Solicitation with the Solicitors, PAUSTIF, or ICF unless agreed to in writing by the Technical Contact. This RFB Solicitation may be discussed with subcontractors and vendors to the extent required for preparing the bid response. If a bidder has specific questions it wishes to discuss with the PADEP, these questions should be provided to the Technical Contact who will forward them to the PADEP recognizing that the PADEP is not under any obligation and may elect not to reply to any questions it receives.

Please note that unless a question can be successfully demonstrated to be proprietary in nature, all submitted questions and responses submitted during and after the pre-bid site visit will be shared with all bidders on a non-attributable basis. A bidder shall specify any questions it regards as proprietary upon submitting these questions to the Technical Contact. If said question(s) is (are) determined to be non-proprietary by the Solicitor and the Technical Contact, the bidder will be given the option of withdrawing its question(s) before it is answered and a response distributed to all bidders.

2. GENERAL SITE BACKGROUND AND DESCRIPTION

The former CS&E facility is located at 1718 Route 980 in Cecil Township, north of the town of Canonsburg, Pennsylvania. The subject property encompasses approximately seven acres and is located on both sides of PA Route 980 (see Figure 1). The portion of the subject property on the east/northeast side of Route 980 is occupied by four structures which consist of two residential dwellings, the former CS&E facility, a retail petroleum and convenience store facility ("Alice's Cafe"), and an automobile repair garage. The portion of the subject property on the west/southwest side of Route 980 is a vacant gravel lot utilized for parking. Alice's Café is an active convenience store and retail fuel facility which has four underground storage tank (UST) systems associated with this facility. The Site is currently located in an area that is predominately residential or vacant / undeveloped land. The Site is bisected by Route 980 and is predominantly surrounding by vacant, undeveloped land with a few residential dwellings. An unnamed drainage tributary adjoins the western portion of the site. Below-grade utilities on-site and in the area of the subject property consist of public water and storm sewer service, but the locations of these utilities are not known with certainty and will need to be evaluated by the successful bidder (under Task 2, described below).

Currently, the Site is occupied by four active USTs, which include two 8,000-gallon and one 4,000-gallon used for the storage of gasoline, and one 8,000-gallon UST for the storage of diesel fuel, located adjoining the south side of the Alice's Café facility (Figure 2). The site was also formerly occupied by three 2,000-gallon USTs used for the storage of gasoline, which were located in a separate tank cavity, adjoining the west side of the former CS&E facility, between the building and Route 980 (Figure 2).

The release that is subject to this claim was initially suspected in August or September 1998 when PADEP responded to a complaint of a contaminated drinking water well (Lachowicz Well) located ~2,500 feet north of the CS&E facility. PADEP notified CS&E to investigate a suspected release from the UST systems on the subject property. At that time, the only active UST system at the Site were the four USTs associated with the 980 Express facility, and in October 1998 and November 1999, line and tank testing were performed on this active UST system with passing results. The three 2,000-gallon gasoline USTs, in-active at the time of the 1998 complaint being investigated by PADEP, were removed in April 1999, and a release from this UST system was confirmed and reported to PADEP².

Site characterization activities following the discovery of the unleaded gasoline release in April 1999 were initiated by Earth Sciences Consultants, Inc. (ESC, Inc.) from March 2000 through to January 2004. The activities performed by ESC, Inc. included the drilling and installation of ten groundwater monitoring wells (MW-1 through MW-10); groundwater monitoring / sampling; fracture trace analysis; installation and gauging of stream monitoring points; geophysical testing of boreholes; aquifer slug testing; and sampling the Lachowicz water well. KU Resources, Inc. (KU Resources) continued site characterization activities, interim remedial activities, and evaluation of remedial alternatives from January 2004 to 2011, which included groundwater monitoring / sampling; additional geophysical studies; vapor extraction installation / sampling; fate and transport modeling; advancement of borings and soil sampling / analysis; performing groundwater vacuum extraction events; bioremediation feasibility testing; and performing groundwater pump testing activities. Soil data from the soil samples collected near the former UST pit did not exceed PADEP standards; therefore, soil attainment is not necessary at the site. Existing monitoring well locations are provided on Figure 2.

In June 2009, KU Resources provided PADEP with a Revised RAP presenting a groundwater pump and treat remedial approach. KU Resources verbally discussed the June 2009 RAP with PADEP in March 2010, and in April 2010, KU Resources provided PADEP with a SCR/RAP, which provided amendments to the June 2009 Revised RAP based on PADEP comments. PADEP subsequently provided approval of the April 2010 SCR/RAP in August 2010. The closure standards for the site were identified as SHS for both soil and groundwater.

Bidders should refer to the accompanying electronic files for additional background information on this site (see Attachment 2 for a list of these documents).³ Bidders should carefully consider what information, analyses, and interpretations contained in Attachment 2 can be used in performing the SOW outlined in this RFB.

3. SCOPE OF WORK OBJECTIVES

This Solicitor seeks competitive, fixed-price bids to complete the eight (8) tasks outlined below. **To be deemed responsive, each bid must respond in detail to each of the SOW tasks**, including describing the bidder's understanding of the conceptual site model and how that model relates to the bidder's proposed approach to executing the SOW. In other words, bidders shall respond to the SOW as stated herein to enable as much of an "apples-to-apples" comparison of the bids as possible. Recommendations for changes to the SOW should be discussed and quantified separately. **Failure to bid the SOW as is may result in a bid being considered non-responsive.**

Once the contract is signed, any modification to the selected consultant's SOW for Tasks 1 through 8 will require prior written approval by the Solicitor **and PAUSTIF** through its third-party administrator, and may require PADEP pre-approval. Bidders should note that the SOW herein was provided to the PADEP

² Details surrounding this UST closure are not available.

³ The best scanned-in version of each document available to the Technical Contact has been provided.

Southwest Regional Office (SWRO) case manager whose input has been incorporated in the RFB Solicitation package.

The selected consultant's approach to completing the SOW shall be in accordance with generally accepted industry standards / practices and all applicable federal, state, and local rules, guidance, directives, and regulations, including (but not limited to) satisfying the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended), Pa. Code, Title 25, Chapter 245, and meeting and demonstrating attainment of the standards established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program).

Per the Solicitor's request, the SOW covered by Task 1 must be completed within **2 months** following contract award. **Each bidder's proposed project schedule for Task 1 must meet this requirement clearly and unambiguously.** Tasks 2 through 8 would be performed following PADEP review and approval of the RAP Final Design. The project schedule must also specify no less than two (2) weeks for the Solicitor and PAUSTIF to review and comment on the draft RAP Final Design and RACR (Tasks 1 and 7) before being finalized and submitted to the PADEP for its review and comment. The bids shall also include time to address any PADEP comments received on the RAP Final Design and RACR.

In addition to the SOW tasks specified below, the selected consultant shall also:

- Complete necessary, reasonable, and appropriate project planning and management activities until the SOW specified in the executed contract has been completed. Such activities would be expected to include client communications/updates, meetings, record keeping, subcontracting, personnel and subcontractor management, quality assurance/quality control, scheduling, and other activities (e.g., utility location, etc.). Project planning and management activities will also include preparing and implementing plans for Health and Safety, Waste Management, Field Sampling/Analysis, and/or other plans that may be required by regulations or that may be necessary and appropriate to complete the SOW. Project management costs shall be included in the fixed-price quoted for Tasks 1 through 8, as appropriate.
- Be responsible for coordinating, managing and completing the proper management, characterization, handling, treatment, and/or disposal of all impacted soils, water, and derivative wastes generated during the implementation of this SOW in accordance with standard industry practices and applicable laws, regulations, guidance, and PADEP directives. Waste characterization and disposal documentation (e.g., manifests) shall be maintained and provided to the Solicitor upon request. Waste disposal costs shall be included in the fixed-price quoted for Tasks 1 through 8, as appropriate.
- Be responsible for providing the Solicitor with adequate advance notice prior to each visit to the property. The purpose of this notification is to coordinate with the Solicitor to ensure that appropriate areas of the property are accessible. Return visits to the site prompted by a failure to make the necessary logistical arrangements in advance will not constitute a change in the selected consultant's SOW or total project cost for Tasks 1 through 8.
- Be responsible for keeping all Site monitoring wells in good condition, with each well properly sealed and locked in-between each monitoring/sampling event. The selected consultant is responsible for repairing any seals or locks that become defective during the period of this Fixed-Price Agreement at its expense. Any request for Fund reimbursement of the reasonable costs to repair or replace a well will be considered on a case-by-case basis.

- Be responsible for securing an access agreement for the neighboring property to the north of the Site prior to beginning any of the SOW task described below. Access to off-property monitoring wells MW-5 and MW-9 and vapor monitoring point EW-7 is to be acquired for the purpose of routine groundwater monitoring and sampling, soil vapor sampling, and abandonment activities. It is our understanding that the adjoining property to the north is owned and occupied by the claimant who has been cooperative with allowing access to these well locations with the previous consultants. Bids shall anticipate and include the level of effort / costs involved with all elements of securing access to this adjacent property. The costs associated with site access shall be included in the fixed-price quoted for Task 1 below.

Task 1 – RAP Final Design. Under this task, bidders shall provide a firm fixed-price cost for further developing and finalizing the RAP design to identify specific system components to be installed and monitored in fulfillment of the RAP. In general, the VEGE system will include the pumping of groundwater from existing well MW-2 and a new recovery well (as described in Task 2) via down-well pneumatic pumps. The pumping would be vacuumed enhanced at each location using a regenerative blower. The recovered groundwater would be treated via liquid granular activated carbon (LGAC), and the treated water would be discharge to a local stormwater drainage location. Bidders would be required to obtain a NPDES permit for the discharges from the remedial system.⁴ Given the presence of free product in well MW-2, the recovered groundwater will first need to be directed through an oil / water separator prior to LGAC treatment. It is not expected that an iron filtration unit will be needed.⁵ However, if a bidder does believe that an iron filtration unit is needed, the bidder shall provide the rationale, and the costs for the purchase, installation, and O&M of this unit, which shall be provided as additional to the fixed price for each task.

The design elements to be finalized include, but are not necessarily limited to, an equipment list (with equipment name, manufacturer, and model number), specifications, P&ID, trenching plans (cross-section and layout), and applicable permits.⁶ Specific elements of the final design are expected to include: planning the installation of an additional monitoring well near the source area (as described in Task 2); identifying the wells to be used for groundwater recovery, and include their locations, depth, and well screen intervals; selecting materials for the construction for piping and valves; sizing of the regenerative blower, down-well pneumatic pumps, oil / water separator, sediment filters, carbon treatment, and remediation trailer/shed; and preparing an operations and maintenance (O&M) Plan. Each bid response shall include a summary of the remedial design and provide the principal sources/vendors of the remedial system equipment specified.

As part of the O&M Plan, the selected consultant shall also be responsible for developing a checklist to be completed by field technicians during subsequent O&M visits that will provide key information deemed necessary to evaluate remediation performance, permit compliance, and system maintenance on a continuing basis. Each bid response shall include an appropriate example of an O&M checklist that identifies typical minimum data requirements to be recorded during each O&M site visit.

The project schedule should allow two (2) weeks for Solicitor and PAUSTIF review of the draft RAP Final Design before a final version is submitted to the PADEP. The selected consultant shall then prepare and submit the final RAP Final Design to PADEP, and the document is to be sealed by a Professional

⁴ A NPDES permit application was completed and submitted to PADEP in April 2010, but approval is pending.

⁵ Iron concentrations are provided in the "Site Characterization Report and Remedial Action Plan", prepared by KU Resources, Inc., dated April 21, 2010.

⁶ The remedial system design, including, but not necessarily limited to, mechanical equipment in trailers or other enclosures, conveyance systems, wells, instrumentation, and on-site / remote controls shall be described and shown on diagrams provided in as much detail as practical in the bid response.

Geologist and Professional Engineer registered in the Commonwealth of Pennsylvania. The fixed-price cost shall also include addressing any PADEP comments on the RAP Final Design.

Task 2 – Installation of Groundwater Monitoring and Recovery Wells. Under this task, bidders shall provide a firm fixed-price cost for 1) installing one additional shallow bedrock groundwater monitoring well on the subject property in the source area (near existing well MW-2); and 2) installing one groundwater recovery well south of existing well MW-2. Proposed locations for the monitoring and recovery wells are shown on Figure 2. These new wells shall be located so that they intersect the same fracture(s) system in communication with MW-2, and each bidder shall independently consider the final locations relative to utilities; bidder's own interpretation of previous fracture studies, geophysical data, and historical groundwater flow variations; evaluation of remedial feasibility testing data; and configuration of the dissolved-phase plume. Each bidder in their bid response shall show the proposed locations for the groundwater and recovery wells on a site drawing. If a bidder believes the wells should be placed elsewhere, the bidder shall identify the alternative location(s) and provide rationale. The objectives for installing the additional monitoring well at the Site is to evaluate the effectiveness of remediation in the source area since existing well MW-2 will be used as a groundwater recovery well.

Groundwater flow and contaminant migration is influenced by bedrock fractures, and previous geophysical investigations have identified fracture lineaments generally trending north/northeast to south/southwest. Pump test activities completed on existing well MW-2 have indicated a connection with all site wells via bedrock fractures, with slightly greater influence in impacted wells north/northeast (MW-1 and MW-9) and south (MW-4 and MW-10) of well MW-2. The objective of the additional recovery well is to maximize groundwater recovery along these fractures. Should additional wells be needed to accomplish attainment demonstration, groundwater recovery, or for other purposes such work will be considered an out-of-scope task under the Fixed-Price Agreement, which will require Solicitor and PAUSTIF approval of a work plan and cost estimate before beginning the work.

The borings for the bedrock wells shall be advanced to intersect the shallow bedrock water-bearing zone intercepted by nearby on-property monitoring wells MW-2, MW-4, MW-6, MW-7, and MW-10. This interval is expected to be present at depths between 10 to 25 feet below grade based on the existing water level data. For cost estimating purposes, bidders shall assume that the bedrock well borings will attain a depth of 30 feet below grade, although the total depth is likely to vary based on actual field conditions encountered. In the event that more or less drilling footage is required, bidders shall provide unit costs per foot inclusive of borehole advancement, logging, screening, and well installation.

Bidders shall assume advancing the monitoring well boring using air rotary drilling methods. Drill cuttings shall be examined in the field and described for lithology, groundwater occurrence, and potential staining / odor indicative of hydrocarbon contamination. No soil samples will be collected from the monitoring well borehole for laboratory analysis.

The groundwater monitoring well and the recovery wells will be constructed in accordance with the PADEP Groundwater Monitoring Guidance Manual. Bidders shall assume constructing the monitoring well with 2-inch diameter Schedule 40 PVC casing and well screen, and the recovery well with 4-inch diameter Schedule 40 PVC casing and well screen. Final construction must ensure that the screened interval intersects the water table surface and accounts for seasonal groundwater fluctuations. For cost comparison purposes, bidders shall assume 20 feet of well screen, 0.010-inch slot for the new monitoring well and 0.020-inch slot for the new recovery well.

Annulus materials shall consist of a filter-pack of silica sand extending to a height of approximately one to two feet above the top of the screen section overlain by a minimum 2.0 feet of hydrated bentonite pellets as a well seal. The remaining annulus shall be filled with a cement / bentonite slurry to within approximately one-foot below grade. Considering the suggested location of the monitoring well, bidders

shall assume surface finishing consisting of an expandable locking cap fitted to the top of the PVC riser and a flush-mounted traffic-rated manhole with a bolt-on lid. The flush-mounted manholes shall be set into a 2 ft by 2 ft concrete pad.

Each bidder's fixed-price cost for this task shall account for: (i) identifying subsurface utilities and other buried features of concern including, but not necessarily limited to, contacting PA One Call and clearing the borehole location to a minimum depth of 5 feet using vacuum excavation; (ii) well development activities; (iii) management of investigation-derived wastes (IDW); and (iv) professional surveying of the new well location and top-of-casing elevation. Well drilling / installation and development along with supporting documentation (e.g., waste manifests, boring logs and construction details, well abandoning forms, etc.) shall be documented in a quarterly report (Task 5). Bidders shall manage groundwater generated by the well development activities, and other IDW in accordance with PADEP-Southwest Regional Office (SWRO) guidance, check with the SWRO for current requirements.

Task 3 – Implementation of a VEGE System. Details regarding the purchase and installation of the remedial system following PADEP's review and approval of the RAP Final Design (Task 1) are provided in the following sections.

Task 3A – Remedial System Final Design, Equipment Purchase, and Assembly. The equipment⁷ necessary to implement the RAP shall be purchased new and preferably pre-assembled and tested as much as possible at the equipment vendor factory as a turn-key prefabricated system prior to site deployment. Under this approach, the purchased equipment is to be fully integrated and tested electrically and mechanically inside an enclosure (properly insulated with appropriate lighting, and heating & ventilation systems) before being shipped to the site. After delivery and setting in place, final connections shall be made to the electrical service and subsurface piping / conduits installed as part of the Site Preparation Work (see below). Clear and legible copies of all equipment manuals and warranties shall be provided to Solicitor.

Please note that the Solicitor requires that the system be fitted with a form of appropriate telemetry. The system shall have the capabilities of notifying system shut down via phone dialing, fax, or email. The selected consultant shall coordinate with the telephone service provider to bring and provide appropriate telephone service to the location of the remediation equipment. Payment of the telephone service connection shall be the responsibility of the selected consultant and shall be accounted for in the quoted fixed-price bid.

Task 3B. Site Preparation Work. The selected consultant shall obtain all necessary construction and operational permits and/ or permit exemptions and post same as required. Solicitor shall be provided copies of all permits / permit exemptions before field construction activities commence. On-site mark-out of buried utilities shall be completed in advance of any drilling or trenching activities. PA One Call notification shall be made and documented prior to drilling or trenching activities.

The selected consultant shall coordinate with the electrical service provider to bring and provide appropriate electrical service to the location of the remediation equipment. Payment of the electrical service connection shall be the responsibility of the selected consultant and accounted for in the fixed-price bid.

Task 3C – Equipment Pad, Trenching, Subsurface Piping, Mechanical, and Electrical. The selected consultant shall prepare the area where the remediation equipment will be located as specified in the

⁷ All equipment purchased under this contract will become the property of the Solicitor. The selected consultant shall be responsible for operating and maintaining the equipment for two (2) years beginning from the date of successful remediation system startup.

RAP Final Design document or as otherwise directed by the Solicitor, including, if necessary, construction of a concrete pad. Required and appropriately sized piping and electrical conduit/wiring shall be trenched and buried below the frost line extending between the remediation equipment location and the recovery wells. Buried piping shall be installed with tracer wire to facilitate locating the subsurface lines after the trenches have been backfilled. Buried piping shall be tested for integrity and documented before trench backfilling. Wellhead modifications, backfilling, and surface completion shall be as specified in the final design document. Buried piping and conduit stub-ups shall be terminated and secured in the remediation equipment area to facilitate final connections to remediation equipment and winterization of the stub-ups.

Task 3D – Final Connections and Startup / Trouble-Shooting of the Remediation System. The selected consultant shall make the final connections between piping/conduit stub ups and power drop/meter and the manifold(s)/conduits on the interior of the pre-assembled and tested treatment system. Any sections of above-grade piping located outside of the equipment enclosure will need to be freeze-protected (e.g., by insulation and heat tracing).

The selected consultant shall start up and demonstrate proper operation of the remediation system equipment. At a minimum, such demonstration shall include documentation that: (a) all below- and above-grade equipment is operational; (b) the design parameters are achievable at the treatment system and at the well heads; (c) all safety and control switches function properly; and (d) the system can operate automatically (without manual intervention). The successful bidder shall provide the Solicitor with startup documentation demonstrating proper operation of the system. To the extent problems are identified during the site work preparation and/or remediation system installation and start-up phases, the successful bidder shall repair these problems and repeat the proper system operation demonstration.

The selected consultant will provide the Solicitor with hard copy as-built drawings for the remediation system upon completion of the successful system startup.

The Solicitor and the Fund shall have the opportunity to inspect and confirm that the system has been installed as described in the fixed-price agreement and in the remedial system final design and is in daily operation as described in the remedial system final design.

Task 4 – Remediation System O&M and Site Monitoring / Reporting. The selected consultant shall operate and maintain the remediation system it has installed for a period of up to two (2) years from the date of successful system startup.⁸⁹ O&M tasks will be primarily focused on data collection and evaluations to: (1) determine, demonstrate, and document remediation performance; (2) properly maintain the system equipment; and (3) demonstrate compliance with permits and other applicable regulatory requirements. The selected consultant shall provide a copy of the O&M Plan (inclusive of the O&M checklist specified in Task 1 above) to the Solicitor prior to remediation system startup.

Performance monitoring shall include data collection and evaluations geared toward evaluating how well the remedial strategy is working and making necessary adjustments to the system operational configuration to optimize system performance. Performance monitoring activities are to include, but not necessarily be limited to, measurements that allow contaminant mass recovery quantification. The selected consultant shall report quarterly concerning its evaluations of system performance and system optimizations performed.

⁸ During the two (2) years of site operations, maintenance, and monitoring subsequent to remediation system startup, the selected consultant, at its own expense including all associated labor, shall be responsible for repairing or replacing equipment purchased for the RAP implementation that becomes damaged, destroyed, or defective.

⁹ If the groundwater data allows for discontinuing remedial activities prior to reaching two years, the selected consultant will only be reimbursed for O&M events that have been completed.

System maintenance & monitoring shall include monitoring and routine maintenance as specified by the equipment manufacturer(s) to ensure warranties are not voided and the equipment is kept in good working order. Operational time shall be logged by system instrumentation and reported quarterly to the Solicitor. The selected consultant is expected to maintain at least an 85% uptime on the system during each quarter. Failure to meet this minimum expectation over two consecutive quarters will constitute, at the Solicitor's sole discretion, a breach of contract and the Solicitor may choose to terminate the contract.

Compliance monitoring shall include system and site sampling needed to demonstrate compliance with permits and other applicable regulatory requirements. Documentation of compliance shall be provided to the Solicitor in quarterly reports and in any reports required by permitting agencies.

Task 5 – Quarterly Groundwater Monitoring / Sampling and Reporting. Under this task, bidders shall provide a firm fixed-price to complete up to eight (8) quarterly groundwater monitoring and sampling events during remedial system operation. However, when the contaminant concentrations in all of the POC wells (as defined in Task 6) are either below the PADEP SHS or non-detect for at least two consecutive quarterly monitoring and sampling events, the remedial system shall be shut down and attainment sampling shall be initiated.¹⁰ Each bidder shall include the rationale for discontinuing remedial activities in their bid.

The groundwater monitoring and sampling events will include all ten (10) existing on- and off-property monitoring wells and the newly installed on-property monitoring well installed under Task 2. During each event, the depth to groundwater and any potential separate-phase hydrocarbons (SPH) shall be gauged in all available monitoring wells prior to purging any of the wells for sampling. Groundwater level measurements obtained from the monitoring wells shall be converted to groundwater elevations for assessing groundwater flow direction and hydraulic gradient. The conduct and results of each event shall be documented in quarterly "Remedial Action Progress Reports" (RAPRs).

The purged groundwater and other derived IDW shall be disposed of per the DEP SWRO guidance; check with the SWRO for current requirements. Any well exhibiting more than a sheen of SPH shall not be purged and sampled.¹¹

Groundwater samples shall be analyzed for the **pre**-March 2008 PADEP short-list of unleaded gasoline parameters by a PADEP-accredited laboratory using appropriate analytical methods and detection levels. Appropriate QA/QC samples shall also be collected during each event and analyzed for the same parameters.¹² In addition, each event shall include field measurements for these water quality parameters: pH, temperature, specific conductance, dissolved oxygen (measured in-situ), and oxidation/reduction potential.

Also under this task, bidders shall describe their approach for completing a statistical analysis of contaminant concentration trends at all site wells having measurable contaminant concentrations during the site period of record. The statistical analyses shall include performing regression analyses on data sets from site wells, fitting either multiplicative or exponential equations consistent with known contaminant decay/mass reduction reactions governing contaminant behavior in site media. The analyses must include a determination of fitted curve mean and prediction limits at the 95% statistical confidence level. Analyses are to be consistent at all site wells, and must provide a conclusive

¹⁰ The winning bidder will only be reimbursed for quarterly groundwater monitoring / sampling events completed under this task.

¹¹ SPH has historically been observed in wells MW-2 and MW-3.

¹² Each bidder's approach to implementing Task 6 shall clearly identify the number of sampling events, number of wells / samples per event, well purging and sampling method(s), QA/QC measures, analytes, purge water management methods, and other key assumptions affecting the bid price.

determination of the degree to which site-wide contaminant concentrations have reached equilibrium conditions. Additional analyses may be applied as required at wells showing anomalous behavior compared to conditions determined on a site-wide basis. Such additional analyses may include, but are not necessarily limited to, evaluation of the effects of rainfall/recharge cyclicity, groundwater level fluctuations, impacts of remedial system operation and post-remedial system rebound effects, contaminant source area removal, etc. The fixed-price cost for this task shall include documenting the statistical evaluation in each RAPR, which shall include a discussion of any analytical assumptions applied, factors influencing data base variability, identification of statistical outliers, and other factors at a level of detail appropriate to demonstrate the reliability and veracity of the analyses.

The RAPRs describing the sampling methods and results will be provided to the PADEP on a quarterly basis and within 30 days of the receipt of analytical results for each quarter. At a minimum, each RAPR shall contain the following:

- A summary of site operations and remedial progress made during the reporting period, including contaminant mass recovery estimates in groundwater;
- Narrative description of the sampling procedures and results;
- Tabulated data collected from the monitored wells documenting the depth to groundwater and thickness of any free product encountered;
- Groundwater elevation contour maps depicting groundwater flow direction;
- Tabulated historical quantitative groundwater analytical results including results from the current quarter;
- Current quarter laboratory analytical report(s);
- One site-wide iso-concentration contour map for each compound detected in any one well above the SHS during the quarter;¹³
- For each well exceeding SHS, a graphical depiction of historical key contaminant concentrations and groundwater elevations to provide an assessment of correlations between fluctuating water levels / precipitation events and contaminant concentrations;
- For each well exceeding SHS, a graphical depiction of recent key contaminant concentration trends and results of the statistical analysis;
- Discussion of the data to offer an updated assessment whether these data are consistent with a stable, shrinking, or expanding plume;
- Evaluation of system performance including contaminant mass recovery quantification and system optimizations performed;
- Operational time shall be logged by system instrumentation and reported in the RAPRs;
- Treatment and disposal documentation for waste generated during the reporting period;
- The O&M site visit checklists specified in Task 1 above; and
- Demonstration of compliance with the required Federal, State, and local permits and approvals.

Each RAPR shall be sealed by a Professional Geologist and Professional Engineer registered in the Commonwealth of Pennsylvania.

¹³ All figures included in each RAPR (e.g., site plan, groundwater elevation maps, dissolved plume maps, etc.) shall be available in electronic format to the Solicitor upon request.

Task 6 – Groundwater Attainment Demonstration. Under this task, bidders shall provide a firm fixed-price to complete up to eight quarters of groundwater monitoring and sampling events.¹⁴ Each groundwater monitoring and sampling event shall only include the new source area well as described in Task 2, on-property POC wells MW-1, MW-4, MW-6, MW-7, MW-8, and MW-10, and off-property POC wells MW-5, and MW-9. The conduct and results of each event shall be documented in quarterly RAPRs.

During each quarterly groundwater monitoring and sampling event, the depth to groundwater shall be gauged in all existing available monitoring wells and prior to purging any of the wells for sampling. Groundwater level measurements obtained from the monitoring wells shall be converted to groundwater elevations for assessing groundwater flow direction and hydraulic gradient.

Each of the monitoring wells designated for sample collection shall be purged and sampled in accordance with the PADEP Groundwater Monitoring Guidance Manual and standard industry practices. Any well exhibiting a measurable thickness of SPH shall not be purged and sampled. Bidders shall manage purged groundwater and other derived IDW generated by the well purging and sampling activities in accordance with the DEP SWRO guidance; check with the SWRO for current requirements.

Groundwater samples shall be analyzed for the **pre**-March 2008 PADEP short-list of unleaded gasoline parameters by a PADEP-accredited laboratory using appropriate analytical methods and detection levels. Appropriate QA/QC samples shall also be collected during each event and analyzed for the same parameters.¹⁵ In addition, each event shall include field measurements for the following parameters: pH, temperature, specific conductance, dissolved oxygen (measured in-situ), and oxidation/reduction potential.

Bidders shall perform the statistical analysis of contaminant concentration trends at all site wells having measurable contaminant concentrations during the site period of record as detailed in Task 5.

The RAPRs describing the sampling methods and results will be provided to the PADEP on a quarterly basis and within 30 days of the receipt of analytical results for each quarter. At a minimum, each RAPR shall contain the following:

- A summary of site operations and remedial progress made during the reporting period;
- Narrative description of the sampling procedures and results;
- Tabulated data collected from the monitored wells documenting the depth to groundwater and thickness of any free product encountered;
- Groundwater elevation contour maps depicting groundwater flow direction;
- Tabulated historical quantitative groundwater analytical results including results from the current quarter;
- Current quarter laboratory analytical report(s);
- One site-wide iso-concentration contour map for each compound detected in any one well above the SHS during the quarter;¹⁶
- For each well exceeding SHS, a graphical depiction of historical key contaminant concentrations and groundwater elevations to provide an assessment of correlations

¹⁴ Bidders shall include language in their bid that if groundwater data in the POC wells has been either non-detect or below SHS for four consecutive quarters, the PADEP will be petitioned to approve a reduction in the number of groundwater attainment sampling events.

¹⁵ Each bidder's approach to implementing this task shall clearly identify the number of sampling events, number of wells / samples per event, well purging and sampling method(s), QA/QC measures, analytes, purge water management methods, and other key assumptions affecting the bid price.

¹⁶ All figures included in each RAPR (e.g., site plan, groundwater elevation maps, dissolved plume maps, etc.) shall be available in electronic format to the Solicitor upon request.

- between fluctuating water levels / precipitation events and contaminant concentrations;
- For each well exceeding SHS, a graphical depiction of recent key contaminant concentration trends and results of the statistical analysis;
- Discussion of the data to offer an updated assessment whether these data are consistent with a stable, shrinking, or expanding plume;
- Treatment and disposal documentation for waste generated during the reporting period; and
- Demonstration of compliance with the required Federal, State, and local permits and approvals.

Each RAPR shall be sealed by a Professional Geologist and Professional Engineer registered in the Commonwealth of Pennsylvania.

Task 7 – Prepare a Draft and Final RACR. Under this task, the bidder will prepare a fixed-price cost to prepare a draft and final RACR following the completion of Task 6. The RACR shall be prepared in accordance with Section 245.313. At a minimum, the RACR shall provide the details for Tasks 1 through 6. The RACR shall also discuss the selected closure criteria for the site, provide proof of soil and groundwater attainment, and request permanent closure for the site for the current release under an Act 2 Relief of Liability (ROL). The project schedule should allow two (2) weeks for Solicitor and PAUSTIF review of the draft RACR before a final version is submitted to the PADEP. The selected consultant shall then prepare and submit the final RACR to the PADEP in accordance with Section 245.313, and be sealed by a Professional Geologist and Professional Engineer registered in the Commonwealth of Pennsylvania. The fixed-price cost shall also include addressing any PADEP comments on the RACR.

Task 8 – Site Closure / Restoration Activities. Under this task, the bidder shall describe and provide a fixed-price bid for properly closing the site, including: removal of the remedial system and in-place abandonment of below grade piping; in-place abandonment of monitoring & recovery wells and vapor monitoring points both on- and off-property consistent with PADEP guidelines; well head removals; and re-vegetation, concrete / asphalt repairs, as necessary. This task shall also include photo-documenting the site restoration work and completion of the well abandonment forms. Copies of these photographs and forms shall be provided for the Solicitor's files.

4. INVITATION FOR ALTERNATE BID

Bidders may also propose a fixed price-to-closure bid based on an independent assessment of the site data and an alternate SOW. This alternate SOW would be to perform all tasks necessary to secure relief from liability under the SHS for a used aquifer in a residential setting without the use of activity and use limitations. This alternate SOW may be based on substituting either a different system design for the same remedial technology specified in the June 2009 and April 2010 SCRA/RAP or specifying a different active remedial technology altogether. In either case, the bidder must separately describe and provide cost estimates for its sequence of additional and/or alternate SOW tasks (see below). In addition, if the bidder's alternate SOW proposes installing and operating an entirely different remedial technology, the bid response must explain why and on what grounds the bidder believes its alternative can be considered reasonable, necessary, and appropriate as a means for timely and cost-effective site closure, and must provide sufficient detail so that the Client and PAUSTIF can evaluate the proposed alternative.

The alternate fixed price-to-closure bid would be expected to include all of the tasks specified above, but would need to include the appropriate modifications to each of these tasks. In addition, it may also prove necessary to prepare an Amended RAP for review by the Solicitor and PAUSTIF before it is submitted to the PADEP for its review and approval.

Furthermore, if the bidder should choose to submit an alternate fixed price-to-closure bid, a feasibility/pilot testing of the remedial alternative may need to be included. Bidders that elect to propose an alternative remedial technology for this site altogether shall prepare a conceptual RAP, including the conceptual design of a remedial system in order to respond to this RFB.¹⁷ It is industry practice to perform a pilot test or remedial feasibility test and provide the results of this testing in the RAP. The pilot test shall be conducted to confirm the proposed technology is technically feasible, cost effective, will provide for a timely closure, and to determine the design criteria.

The bidder shall provide a detailed description of the proposed pilot testing, including the use of existing or installation of new data monitoring/collection points, proposed equipment to be used, and the data that are proposed to be collected. Additionally, the bidder shall specify up to five basic, objective criteria that will be evaluated to determine whether the remedial action proposed in the bid response is feasible. The criteria shall be listed with an upper and lower limit that will define the range of acceptable results. These criteria must be tightly-controlled measurements or calculations that could be independently measured or verified by others during the pilot test. The criteria selected and the range for each specified criterion specified in the bid response will be evaluated as part of the technical review.

If the results of the pilot testing show that the proposed remedial action is feasible based on the specified criteria and ranges, the selected consultant shall move forward on the project. However, if the results of the pilot testing show that the proposed remedial action is not feasible based on the specified criteria, either the selected consultant or Solicitor may cancel the Remediation Agreement (see Section 11 in the Agreement).¹⁸ This stage of the project shall be referred to as the “pilot test off-ramp” and is intended to protect the selected consultant and the Solicitor from being obligated to move forward with a remedial action that is expected to be far from optimal or expected to fail. Full documentation of the pilot test, including documentation of the specified criteria, shall be required following the completion of this task. If the selected consultant or Solicitor elects to cancel the Remediation Agreement, the Fund will have complete discretion to use the information in the pilot test documentation, including, but necessarily limited to, any rebidding of the project. However, it will be specified that any use of the pilot test documentation by a third party will be at the sole risk of the third party.

Should a bidder propose an alternate SOW for this site, the proposed alternative will be evaluated against these criteria, which represent key considerations for the Solicitor and the Fund (listed in no particular order):

- The bid is “technically sound” defined as both being “responsive to the solicitation in such a way that it is clear that the bidder understands the site conditions and the SHS closure goal, and has proposed a technical solution that is reasonably capable of achieving site closure in conformance with all applicable statutes, regulations, guidance, and directives.”¹⁹

¹⁷ It is recognized that certain elements of the remedial system design will be conceptual until the pilot test is conducted and evaluated. Nevertheless, other elements can and should be known in detail and presented in the bid response prior to conducting the pilot test.

¹⁸ The selected consultant is under no obligation to cancel the Remediation Agreement should the pilot test results fall outside the criteria range specified in its bid response. Provided the Solicitor agrees and elects not to cancel the Remediation Agreement, the selected consultant may proceed with a system designed to remediate site conditions using the criteria defined in the pilot test even if that system varies from the system proposed in the bid response.

¹⁹ Attributes of a bid response that is considered to be “technically sound” are: (1) the approach is well-reasoned, organized, and detailed; (2) the response demonstrates the bidder has read and understands the RFB, including the technical and regulatory issues; (3) the bidder’s decision-making process and criteria are based on a complete conceptual site model, are site-specific to a high degree, and are clearly documented independent of any vendor attachments; and (4) the bidder indicates it will use quantitative physical data and laboratory data as the foundation for monitoring and documenting of successful progress toward cleanup of the site.

- The proposed alternative is suited to the site-specific hydrogeology;
- The proposed alternative is compatible with and can address the potential presence of separate-phase hydrocarbons; and
- The proposed alternative is capable of addressing residual contaminant mass that may be present in bedrock within and closer to the source area to the degree deemed necessary to achieve attainment of SHS for the constituents of concern (COC) in groundwater.

5. TYPE OF CONTRACT / PRICING

The Solicitor wishes to execute a mutually agreeable, firm, fixed-price, not-to-exceed contract for the SOW addressed by Task 1 through 8. A sample Fixed-Price Agreement is included as Attachment 1.²⁰ The Fund will facilitate negotiations between the Solicitor and the selected consultant towards executing this Fixed-Price Agreement.

As noted earlier, **a bidder's response to this RFB Solicitation Package means it has accepted all the contractual terms unless explicitly stated to the contrary in the bid response.** Therefore, any requested changes to the Fixed-Price Agreement should be specified in the bid response. Please note that these changes will need to be reviewed and agreed upon by both the Solicitor and the PAUSTIF.

Each fixed price bid is to clearly identify unit cost basis of the fixed price bid, e.g., rates for labor, other direct costs, and equipment, as well as proposed mark-ups on other direct costs and subcontracted services for all SOW Tasks 1 through 8. The by-task and by-subtask quotes are to be entered into the Cost Tabulation Spreadsheet / Standardized Bid Format included as Table 1 in Attachment 3 to this RFB (Table 1 is provided with the accompanying electronic files). Please note that the total fixed-price bid must include all costs, including those cost items that the bidder may regard as "variable," i.e., these variable cost items will not be handled outside of the Total Fixed Price quoted for the SOW. Finally, please note that referencing extremely narrow or unreasonable assumptions, special conditions, and exemptions may make the bid response too difficult to evaluate and may result in the bid response being deemed "unresponsive."

Should the bidder choose to propose an alternate SOW, its bid response must include a completely separate version of the Cost Tabulation Spreadsheet/Standardized Bid Format (Table 2 in Attachment 3) in addition to the Cost Tabulation Spreadsheet/Standardized Bid Format (Table 1) presenting the quotes for the SOW "as is."

Payment Milestones: Table 3 below illustrates the approximate timing expected for completion of respective milestone tasks and milestone payouts. Actual milestone payments will occur only after successful and documented completion of the work defined for each milestone. Payment milestones under the Fixed-Price Agreement shall be broken out as follows:

- Milestone A – RAP Final Design (Task 1).
- Milestone B – Installation of Groundwater Monitoring and Recovery Wells (Task 2).
- Milestone C1 – Equipment Purchase and Assembly (Task 3A).
- Milestone C2 – Site Preparation Work (Task 3B).

²⁰ The selected consultant will be provided an electronic copy of the sample contract in Word format to allow contract-specific information to be added.

- Milestone C3 – Equipment Pad, Trenching, Subsurface Piping, Mechanical, and Electrical (Task 3C).
- Milestone C4 – Final Connections and Startup / Trouble-Shooting of the Remediation System (Task 3D).
- Milestone D1 through D8 – Remedial System O&M and Site Monitoring / Reporting (Task 4). Note that the schedule assumes eight Milestone D payments.
- Milestone E1 through E8 – Quarterly Groundwater Monitoring / Sampling and Reporting (Task 5). Note that the schedule assumes eight Milestone E payments.
- Milestone F1 through F8 – Groundwater Attainment Demonstration (Task 6). Note that the schedule assumes eight Milestone F payments.
- Milestone G – Prepare a Draft and Final RACR (Task 7).
- Milestone H – Site Closure / Restoration Activities (Task 8).

TABLE 3 – SAMPLE MILESTONE COMPLETION / PAYMENT SCHEDULE

Estimated Milestone Timing Month After Contract Award	SOW Activities Anticipated / Completed for that Month	Milestone ¹
2	RAP Final Design	A
4	Installation of Groundwater Monitoring and Recovery Wells; Equipment Purchase, and Assembly; Site Preparation Work	B, C1, C2
5	Equipment Pad, Trenching, Subsurface Piping, Mechanical, and Electrical	C3
6	Final Connections and Startup / Trouble-Shooting of the Remediation System	C4
9	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D1, E1
12	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D2, E2
15	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D3, E3
18	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D4, E4
21	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D5, E5
24	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D6, E6
27	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D7, E7
30	Remedial System O&M and Site Monitoring / Reporting; Quarterly Groundwater Monitoring / Sampling and Reporting	D8, E8
33	Groundwater Attainment Demonstration	F1
36	Groundwater Attainment Demonstration	F2
39	Groundwater Attainment Demonstration	F3
42	Groundwater Attainment Demonstration	F4
45	Groundwater Attainment Demonstration	F5

Estimated Milestone Timing Month After Contract Award	SOW Activities Anticipated / Completed for that Month	Milestone ¹
48	Groundwater Attainment Demonstration	F6
51	Groundwater Attainment Demonstration	F7
54	Groundwater Attainment Demonstration	F8
58	Prepare a Draft and Final RACR	G
61	Site Closure / Restoration Activities	H

- Each bidder should modify this sample Milestone Completion / Payment Schedule for Tasks 1 through 8 to reflect its proposed task schedule, as long as the proposed schedule meets the deliverable deadlines specified in Section 3 of this RFB.

Should the bidder choose to propose an alternate SOW, its bid response must include a completely separate version of the Milestone Payment Completion/Payment Schedule in addition to the Table 3 version presenting the completion/payment schedule for the “as is” SOW milestones.

Please note that the selected consultant’s work may be subject to ongoing review by the PAUSTIF or its representatives to assess whether the proposed and completed work and the associated costs are reasonable, necessary, and appropriate. In order to facilitate review and reimbursement of submitted invoices by PAUSTIF, project costs shall be invoiced following the task structure specified in the selected bidder’s bid response. Tracking incremental and cumulative costs by task will also be required to facilitate invoice review.

Unless otherwise noted by the bidder, each bid response received is required to be good for a period of up to 120 days after its receipt. The unit costs quoted in the bid will be assumed to be good for the duration of the period of performance cited in the Fixed-Price Agreement.

6. ADDITIONAL BID PACKAGE REQUIREMENTS

Each submitted bid response must include the following:

- A reasonable demonstration that the bidder (i) understands the objectives of the project, (ii) offers a reasonable approach for achieving those objectives efficiently, and (iii) has reviewed the existing site information provided in or attached to this RFB Solicitation Package.
- Provide an answer to the following questions regarding the bidder’s qualifications and experience:
 - How many Chapter 245/250 sites has your company closed (i.e., obtained a Release of Liability under Act 2) in Pennsylvania (*do not include UST removals / closures*)?
 - How many Chapter 245/250 sites has your company or the proposed PA-licensed Professional Geologist (P.G.) and Professional Engineer (P.E.) closed (i.e., obtained a Release of Liability from the PADEP) under either the SHS and/or the Site Specific Standard? (*do not include UST removals / closures*) [NOTE: The Solicitor requires the work described herein to be completed under the responsible care and directly supervised by a P.G. and P.E. consistent with applicable regulations and licensing standards.]

- Whether there were or were not circumstances consistent with the cancellation provision of a signed contractual agreement, and has your firm ever terminated work under a fixed-price or pay-for-performance contract before attaining all of the project objectives and milestones? If yes, please list and explain the circumstances of each such occurrence.
- A complete firm fixed-price cost bid for Tasks 1 through 8 by completing the bid cost tabulation spreadsheet provided in Attachment 3 (included among the accompanying electronic files) following the SOW task structure specified herein.
- A description and discussion of all level-of-effort and costing assumptions.
- Indicate whether the bidder accepts the proposed contract / terms and conditions (see Attachment 1) or has provided a list of requested changes to the Fixed-Price Agreement.
- Provide a statement of applicable / pertinent qualifications, including the qualifications of any proposed subcontractors (relevant project descriptions are encouraged).
- Identify the proposed project team and provide resumes for the key project staff, including the proposed Professional Geologist and Professional Engineer of Record who will be responsible for endorsing work products prepared for PADEP review and approval.
- Provide a task-by-task description of the proposed technical approach. **If this task-by-task description fails to address a specific requirement of this RFB, it will be assumed that the bidder has accepted all the requirements specified herein by task.**
- Identify and sufficiently describe subcontractor involvement by task (if any).
- Provide a detailed schedule complete with specific by-month dates for completing the proposed SOW (Tasks 1 through 8), inclusive of reasonable assumptions regarding the timing and duration of client, PAUSTIF, and PADEP reviews needed to complete the SOW. Details on such items as proposed meetings and work product submittals shall also be reflected in the schedule of activities.
- Describe your approach to working with the PADEP from project inception to site closure. Describe how the PADEP would be involved proactively in the resolution of technical issues and how the PADEP case team will be kept informed as to project status.
- Describe how the Solicitor and ICF / PAUSTIF will be kept informed as to project progress and developments and how the Solicitors will be informed of, and participate in, evaluating potential alternatives / tradeoffs with regard to the SOW addressed by Tasks 1 through 8.

7. MANDATORY PRE-BID SITE VISIT

On **Tuesday, December 20, 2011**, the Technical Contact will conduct a **mandatory pre-bid site tour** for a limited number of participants per firm at this property starting at **11AM**. Please inform the Technical Contact at least three (3) business days in advance of this date as to the number of participants attending from your firm. Again, **any firm that does not attend this mandatory pre-bid site tour will not be eligible to submit a bid response.**

Questions will be entertained as part of the pre-bid site tour and every attempt will be made to answer questions at that time. However, all questions and the responses provided will also be distributed in writing to the attendees after the tour, as will the answers to any non-proprietary questions submitted in writing after the pre-bid site tour has been concluded. Again, please note that referencing extremely

narrow or unreasonable assumptions, special conditions, and exemptions in a bid response may make the bid response too difficult to evaluate and may result in the bid response being deemed “unresponsive.” Consequently, bidders are strongly encouraged to ask clarifying questions sufficient to minimize the number of assumptions, special conditions, and exemptions referenced in the submitted bid response.²¹

²¹ The list of assumptions, special conditions, or exemptions will be discussed with the Solicitor. As part of that discussion, the PAUSTIF may advise the Solicitor that certain assumptions, special conditions, or exemptions that are likely to generate change orders may be the financial responsibility of the Solicitor if the change order involves non-reimbursable activities.

ATTACHMENT 1

Fixed-Price Agreement

(This agreement has been provided in an electronic form that does not permit the use to modify the agreement because only the selected consultant will need to complete the agreement. An electronic version of the agreement that will allow for tracking modifications to the agreement will be provided to the selected consultant at the appropriate time.)

ATTACHMENT 2

<u>Filename:</u>	<u>Document:</u>
CS&E_Figures.pdf	Figure 1 – Site Layout Figure 2 – Proposed Well Locations
CS&E_Consent Order_010402.pdf	Consent Order, dated April 2, 2001
CS&E_PADEP SCR Disapproval Ltr_061103.pdf	PADEP Disapproval Letter, dated November 3, 2006
CS&E_Revised SCR_March 2008.pdf	Revised SCR, dated March 2008
CS&E_Revised SCR_March 2008_Rev June 2009.pdf	Revised SCR, dated March 2008/Revised June 2009
CS&E_RAP_Feb 2009.pdf	RAP, dated February 2009
CS&E_PADEP NOV_090409.pdf	PADEP NOV, dated April 9, 2009
CS&E_RAP_Feb 2009_Rev June 2009.pdf	RAP, dated February 2009/Revised June 2009
CS&E_SCR-RAP Ltr Rpt_100421.pdf	SCR and RAP, dated April 21, 2010
CS&E_PADEP RAP Approval Ltr_100809.pdf	PADEP SCR/RAP Approval Letter, dated August 9, 2010
CS&E_GW Data_100405.pdf	Groundwater Data to April 2010
CS&E Findings Rpt_Pump Test & GW Sampling_110503.pdf	Findings Report of 48-Hr Pump Test and Associated Field Activities, May 3, 2011

*Request for Bid
PAUSTIF #2000-0022(S)
Former Canonsburg Supply & Equipment Facility
Canonsburg, PA
December 6, 2011*

ATTACHMENT 3

Standardized Bid Format