

# COMPETITIVE FIXED-PRICE BID SOLICITATION REMEDIATION TO CLOSURE

## SITE CLOSURE VIA STATEWIDE HEALTH STANDARDS (Non-Residential, Non-Used Aquifer)

V&M KEYSTONE SERVICE  
1008 PARADE STREET  
ERIE, ERIE COUNTY, PENNSYLVANIA 16503

PADEP FACILITY ID #25-01144  
USTIF CLAIM #2011-0112(F)

*February 8, 2013*

This Request for Bid (RFB) has been issued by the Pennsylvania Underground Storage Tank Indemnification Fund (PAUSTIF or "Fund") for PAUSTIF Claim #2011-0112(F) on behalf of the Claimant, Mr. John Mundy (property owner), who hereafter is referred to as the Solicitor. This RFB is a "Bid to Result"<sup>1</sup> competitive bid solicitation that seeks competitive bids from qualified contractors (consultants) to perform necessary environmental activities to attain site closure under The Pennsylvania Land Recycling and Environmental Remediation Standards Act of 1995 (Act 2) and securing an associated Relief of Liability (ROL) from the Pennsylvania Department of Environmental Protection (PADEP). The work described in this RFB addresses an unleaded gasoline release, at the V&M Keystone site located at 1008 Parade Street in Erie, Pennsylvania (Site). Solicitor seeks bids and written approaches to achieve the project goal in accordance with the work milestones presented in this RFB, which will be incorporated into an associated Fixed-Price Agreement (template in Attachment 3).

More specifically, the Solicitor has elected to pursue site environmental closure under Pennsylvania's storage tank rules and regulations based on attaining the current PADEP Act 2 Statewide Health Standard (SHS) Medium Specific Concentrations (MSCs) for a *Non-Use Aquifer* in a *Non-Residential* setting for soil and groundwater.<sup>2</sup> The successful bidder will be expected to achieve these site closure objectives and secure a ROL under PADEP Act 2 regulations

Although not a party to the agreement, PAUSTIF will, subject to the claim limit cap, reimburse 100 percent of the reasonable, necessary, and appropriate costs, not to exceed claim limits, associated with the Milestone Payment Schedule specified in Section 5 below and as incorporated into the associated Fixed-Price Agreement (Attachment 3).

Please note that **by submitting a bid in response to this RFB Solicitation Package, the bidder has accepted the contractual terms (Attachment 3) and Milestone requirements of this project, including schedule deadlines, unless explicitly stated to the contrary in the bid response.**

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<sup>1</sup> "Bid to Result" solicitations identify task goals and rely on the bidders to provide a higher level of detail on how they will achieve the goal. The outcome of this type of solicitation is a performance-oriented contract under which payment is based on actual achievement of task goals. In reviewing the quality of bids submitted under Bid to Result solicitations, there is an increased emphasis placed on technical approach and reduced emphasis on cost (e.g., as compared to bids for "Defined Scope of Work" RFBs).

<sup>2</sup> SHS to be attained for PADEP's current short-list of unleaded gasoline parameters.

The RFB Milestones listed below, and as described in Section 4, shall be the basis of bid responses in order to maintain consistency among the bids for bid evaluation:

- Task / Milestone A. Supplemental Site Characterization Activities and Reporting
- Task / Milestone B. RAP Implementation, and Quarterly Groundwater Monitoring, Sampling, & Reporting
- Task / Milestone C. Soil Attainment Demonstration
- Task / Milestone D. Groundwater Attainment Demonstration
- Task / Milestone E. Vapor Intrusion Attainment Demonstration
- Task / Milestone F. Preparation, Submission, and PADEP Approval of Remedial Action Completion Report (RACR)
- Task / Milestone G. Site Closure / Restoration Activities.

To be considered for selection, **one hard copy of the signed bid package and one electronic copy (one PDF file on a compact disk (CD) included with the hard copy) must be provided directly to the Fund's third party administrator, ICF International (ICF), to the attention of Deb Cassel, Contracts Administrator.** Bid responses will only be accepted from those firms who attended the mandatory pre-bid site meeting. **The ground address for overnight/next-day deliveries is ICF International, 4000 Vine Street, Middletown, PA 17057, Attention: Deb Cassel. The outside of the shipping package containing the bid response must be clearly marked and labeled with "Bid – Claim #2008-0096(F)".** Please note that the use of U.S. Mail, FedEx, UPS, or other delivery method does not guarantee delivery to this address by the due date and time listed below for submission. Firms mailing bid responses should allow adequate delivery time to ensure timely receipt of their bid package.

**The bid response must be received by 3:00 PM, on Friday, March 15, 2013.** Bids will be opened immediately after the 3:00 PM deadline on the due date. Any bid packages received after this due date and time will be time-stamped and returned. If, due to inclement weather, natural disaster, or any other cause, the Fund's third party administrator, ICF's office is closed on the bid response due date, the deadline for submission will automatically be extended to the next business day on which the office is open. The Fund's third party administrator, ICF, may notify all firms who attended the mandatory site meeting of an extended due date. The hour for submission of bid responses shall remain the same. Submitted bid responses are subject to Pennsylvania Right-to-Know Law.

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 [www.insurance.pa.gov](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. ICF, SOLICITOR, AND TECHNICAL CONTACT INFORMATION**

<b>ICF International</b>	<b>Solicitor</b>	<b>Technical Contact</b>
Mr. Jerry Hawk Claim Investigator ICF International 4000 Vine Street Middletown, PA 17057	Mr. John Mundy 1008 Parade Street Erie, PA 16503	Mr. Joseph Ozog, Jr., P.G. Excalibur Group, LLC 91 Park Avenue Windber, PA 15963 <a href="mailto:joeozog@excaliburgrp LLC.com">joeozog@excaliburgrp LLC.com</a>

Please note that **the Technical Contact is the single point of contact regarding this RFB.** Questions regarding this RFB and the associated site conditions **must only be directed in writing to the Technical Contact, not to the Solicitor or PAUSTIF.** Bidder questions must be received no later than seven (7)

calendar days prior to the due date for the bid response. Bidders shall not contact nor discuss this RFB with the Solicitor, PAUSTIF, ICF, or the PADEP unless approved by the Technical Contact. However, this RFB 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, such questions shall be submitted only to the Technical Contact, who will forward the questions to the PADEP. The PADEP may choose not to reply to any questions it receives, or may not reply in time for its response to be beneficial.

Please note that unless a bidder is able to demonstrate its question is proprietary in nature, all questions and responses exchanged before, during, and after the mandatory pre-bid site meeting will be provided to all bidders on a non-attributable basis. A bidder must specify any question(s) it regards as proprietary at the time it submits 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.

## **2. RFB ATTACHMENTS**

The following attachments have been included with this RFB solicitation to assist with bid preparation.

- Attachment 1a: Figures (Site Location Map, Figure 6 – Site Plan and Sample Locations, & Figure 7 – Soil Analytical Results)
- Attachment 1b: Remedial Action Progress Report, dated November 14, 2012
- Attachment 1c: Site Characterization Report / Remedial Action Plan, dated September 11, 2012
- Attachment 1d: Underground Storage Tank Closure Assessment, dated September 15, 2011
- Attachment 1e: Underground Storage Tank System Closure Report Form, dated September 14, 2011
- Attachment 1f: Miscellaneous Information
- Attachment 2: Bid Cost Tabulation Spreadsheet
- Attachment 3: Fixed Price Agreement

## **3. GENERAL SITE BACKGROUND AND DESCRIPTION**

The V&M Keystone facility (“subject property” or “Site”) is located at 1008 Parade Street within the city of Erie, Pennsylvania. The Site is occupied by one rectangular-shaped building with operations that include automotive repair/maintenance. The subject property is a ~0.25 acre lot located on the south corner of the intersection between E. 10<sup>th</sup> Street and Parade Street in an area that is a mix of commercial and residential (see Attachment 1a – Site Location Map). Below-grade utilities on-site and in the area of the subject property consist of natural gas, water, sanitary, and storm sewer service, but the locations of these utilities are not known with certainty and shall be evaluated by the successful bidder.

Since the 1950’s, the Site was used historically for the storage and dispensing/retail sales of unleaded gasoline. The unleaded gasoline storage tanks and associated piping/dispensing systems included one 4,000-gallon, one 6,000-gallon, and one 8,000-gallon USTs (Tanks 001, 002, and 003). Retail fuel storage and dispensing/retail sales ceased in 2006<sup>3</sup> and the three USTs were closed via removal in August 2011. Location of the former UST system is shown on the figure titled “Figure 6 – Site Plan and Sample Locations” (Attachment 1a).

The release of unleaded gasoline that is subject to this claim was discovered during UST system closures performed in August 2011. Closure activities included the removal of all three USTs and a portion of the

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<sup>3</sup> Tank 003 (8,000-gallon) was removed from service sometime between 1987 and 1994.

product piping.<sup>4</sup> Prior to the August 2011 closure activities, the Solicitor removed the product dispensers in 1997 and 2007. The three unleaded gasoline USTs were located in the same tank pit near the western portion of the site (see Attachment 1a – “Figure 6 – Site Plan and Sample Locations”). A product sheen was observed on groundwater following removal of the USTs and soils in the northeastern corner of the tank pit were stained and exhibited petroleum odors. The release is suspected to be from chronic leaks from piping and/or tank-top fittings.<sup>5</sup> The piping and tank-top fittings appeared in “suspect condition, most notably on UST 001 where adjacent soils exhibited signs of obvious petroleum impact.”<sup>6</sup> Groundwater in the tank pit was encountered at approximately 4 to 7 feet below grade.

Following tank removals and collection of confirmation soil samples, “...impacted soil was not segregated from clean soil before being returned to the excavation as fill...”<sup>7</sup> The excavated area was backfilled with “...sand and gravel re-used from tank cavity...” along with the concrete and asphalt surface rubble and ~145 tons of imported fill material.<sup>8</sup> A total of 9 confirmation soil samples and two water samples were collected from the tank pit and below the product piping leading to the former dispenser island. All 9 soil samples were field screened with a photoionization detector (PID); however, only four out of the 9 soil samples were submitted for laboratory analysis along with the two water samples. Only one of the soil samples (SP-1)<sup>9</sup>, collected from the suspect release area at Tank 001, had concentrations naphthalene, 1,2,4-trimethylbenzene (1,2,4-TMB), 1,3,5-trimethylbenzene (1,3,5-TMB) exceeding PADEP Statewide Health Standards (SHS). The water samples (W-1 & W-2) from the tank pit exhibited concentrations of benzene, toluene, ethylbenzene, total xylenes (BTEX); naphthalene, 1,2,4-TMB, and 1,3,5-TMB exceeding PADEP SHS.

Site characterization activities following the discovery of the unleaded gasoline release in August 2011 were performed by Flynn Environmental, Inc. (Flynn)<sup>10</sup>. The site characterization activities were initiated in January 2012 and included the advancement and sampling of 15 soil borings (SB-1 through SB-15); installation of 11 groundwater monitoring wells (MW-1 through MW-11); groundwater monitoring & sampling; and aquifer bail-down testing. Soil boring and monitoring well locations are provided on the figure titled, “Figure 6 – Site Plan and Sample Locations” in Attachment 1a.

Flynn evaluated remedial options and has recommended attempting the demonstration of attainment for soils via implementing systematic random soil sampling and associated statistical analysis of the soil data; and performing periodic dual-phase extraction (DPE) events via a vacuum truck to address limited groundwater impacts at the source area. In September 2012, Flynn provided PADEP with a combined Site Characterization Report (SCR) / Remedial Action Plan (RAP) presenting the details for characterizing the site contamination and implementing the remedial approach. A copy of the SCR / RAP is provided in Attachments 1c. PADEP subsequently provided approval of the September 2012 SCR / RAP, along with some requested modifications, in letter dated November 7, 2012. PADEP’s comments and requested modifications to the SCR / RAP have been included within this RFB. PADEP has approved the Solicitors request for a Non-Use Aquifer Determination (NUAD) for the site, and the closure standards for the site were identified as the Non-Residential, Non-Use Aquifer, SHS (NR NUA SHS) for both soil and groundwater.

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<sup>4</sup> The remaining portion of the UST system product piping located between the former tank pit and dispenser islands remains closed in-place.

<sup>5</sup> Page 5, Site Characterization Report / Remedial Action Plan, prepared by Flynn Environmental, Inc., dated September 11, 2012 (Attachment 1c).

<sup>6</sup> Page 3, Underground Storage Tank Closure Assessment of V&M Service, 1008 Parade Street, Erie, Pennsylvania 16503 report, prepared by Flynn Environmental, dated September 15, 2011 (Attachment 1d).

<sup>7</sup> Page 5, Underground Storage Tank System Closure Report Form, prepared by Flynn Environmental, Inc., dated September 14, 2011 (Attachment 1e).

<sup>8</sup> Page 3, Underground Storage Tank Closure Assessment of V&M Service, 1008 Parade Street, Erie, Pennsylvania 16503 report, prepared by Flynn Environmental, dated September 15, 2011 (Attachment 1d).

<sup>9</sup> Composite sample from four subsamples collected in the area surrounding the suspected release at Tank 001.

<sup>10</sup> The responsible party (Claimant) is under an “Order” to complete corrective action in accordance with 25 Pa Code § 245. Copy of the “Order” is provided in Attachment 1f.

### Contaminants of Concern (COCs)

The COC for soils, groundwater, and vapors are the post-March 2008 short list for unleaded gasoline, which consist of benzene, toluene, ethylbenzene, xylenes (BTEX); cumene, naphthalene, 1,2,4-TMB, and 1,3,5-TMB. Only the 1,3,5-TMB had concentrations above NR NUA SHS in localized soil samples (4 out of 32 soil samples) collected from the Site. The data suggest that soil attainment could potentially be demonstrated via systematic random soil sampling and statistical analysis after limited remediation. The area of the soil impacts exceeding SHS appears to be limited to the two former unleaded gasoline dispenser island areas.

Dissolved contaminant levels at the property boundary points of compliance (POC) are below the NR NUA SHS and attainment could likely be demonstrated without remediation. Concentrations of benzene and/or 1,3,5-TMB have been measured above NR NUA SHS in Site groundwater at three interior well locations, MW-1, MW-5, and MW-8 located within the footprint of the former eastern dispenser island and UST field, and downgradient of the eastern dispenser island, respectively. Contaminant trends in these three interior site wells have not been established but stability is expected based on the localized nature and age of the impacts. No soil vapor sampling was conducted during the site characterization activities.

### Subsurface Conditions

The unconsolidated overburden material beneath the asphalt surface (outside the former UST cavity) consists of a fill material (e.g. asphalt, sand, gravel, clay) to a depth of 1 to 4.5 feet underlain by a sandy clay and clay containing gravel and shale fragments extending to a depth ~8 to 10.5 feet. Underlying the overburden soils is a weathered shale. Groundwater is encountered within the overburden soils with groundwater levels varying between less than one foot to over 12 feet with a flow that is generally in a northerly direction.

One soil boring (SB-14) was advanced through the backfill within the former UST cavity in the area of previous soil sample SP-1, collected during the UST closure activities. Concentrations of the COC within the two soil samples collected from boring SB-14 were below NR NUA SHS. Results of soil samples collected from the depth interval of 2-4 feet from borings SB-2 and SB-8 indicate that unsaturated and smear zone soil impacts exceeding the NR NUA SHS appear to be localized to the areas once occupied by the former dispenser islands. Groundwater data indicates that concentrations of benzene and 1,3,5-TMB exceeding the NR NUA SHS is confined to the Site interior, as the concentrations of the COC are below the NR NUA SHS in the on-site point-of-compliance (POC) wells MW-3, MW-4, MW-6, MW-7, and MW-10 and off-site downgradient wells MW-9 and MW-11.

To the extent there is any discrepancy between the summary of site conditions provided above and the source documents, bidders shall rely on the source document information. Bidders should carefully consider what information, analyses, and interpretations contained in the background documents can be used in developing their scope of work (SOW) for their bid in response to this RFB.

### 4. PROJECT MILESTONES AND OBJECTIVES

Bidders should note that this solicitation requests a fixed-price bid for several specific tasks defined in this RFB and for successfully attaining the Solicitor's selected remediation goals for soil and groundwater. Consequently, each bidder is identifying its proposed SOW to "close" this Site under Chapter 245 consistent with PADEP Act 2 standards, and obtain an associated release of liability from the PADEP. Therefore, because this is a results-oriented remediation bid solicitation, each bid response must detail the approach and specific methods for achieving the task/milestone objectives. In other words, there is a premium on thoroughly describing the bidder's understanding of the site conditions along with the conceptual site model, and how that model relates to the bidder's proposed approach to attaining the objectives of each task/milestone. Furthermore, each bid will need to contain a higher level of project-specific details sufficient for the Solicitor and PAUSTIF to accurately assess each bid and differentiate among them. Each bidder should keep in mind that the

quality of the technical approach is emphasized with these results-oriented bid solicitations as compared to bids submitted in response to solicitations that define the work scope with greater specificity (often referred to as Defined SOW RFBs).

Conversely, while cost remains a significant factor in the evaluation of guaranteed cost-to-close bids, the emphasis on cost is reduced in comparison to the evaluation of the bid for a "Defined SOW" RFB. At the same time, the Solicitor and PAUSTIF recognize that each bidder may propose a unique path forward for the V&M Keystone Service site. Bids, therefore, **must be well reasoned, well organized, and detailed as they describe how the interested bidder plans to address each of the seven (7) tasks / milestones, and move the Site from its existing conditions (both from a technical prospective and a regulatory prospective) to the conditions required by PADEP to close the Site under Act 2 and provide the Solicitor with an associated release of liability.** Each bidder should carefully review the existing Site information provided in the attachments to this RFB and seek out other appropriate sources of information to develop their response to this RFB. Nothing stated or implied within this RFB shall be construed as an endorsement by the Solicitor or by USTIF of a particular remedial technology or remedial solution.

Once the contract is signed, any modification to the selected consultant's SOW for Tasks A through G will require prior written approval by the Solicitor **and require PAUSTIF**, through its third-party administrator, to indicate whether associated costs are likely to be recommended for reimbursement and may require PADEP pre-approval. Bidders should note that the SOW herein was provided to the PADEP Northwest Regional Office (NWRO) case manager whose input has been incorporated in the RFB Solicitation package.

The bidder's approach to the work scope for this RFB under PA Act 2 shall be in accordance with generally accepted industry standards/practices and all applicable federal, state, and local rules, regulations, guidance, and directives. The latter include, but are not necessarily limited to meeting the requirements of the following:

- The Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended);
- Pennsylvania Code, Title 25, Chapter 245 – Administration of the Storage Tank Spill Prevention Program;
- The Land Recycling and Environmental Remediation Standards Act (Act 2, as amended);
- Pennsylvania Code, Chapter 250 – Administration of Land Recycling Program;
- Pennsylvania's Underground Utility Line Protection Law, Act 287 of 1974 as amended by Act 121 of 2008; and
- Pennsylvania's Engineer, Land Surveyor, and Geologist Registration Law, P.L. 913, No. 367 CL. 63.

The project schedule must also specify no less than two (2) weeks for the Solicitor and PAUSTIF to review and comment on any addendum to the combined SCR / RAP (SCR / RAP Addendum)<sup>11</sup> necessary to supplement the 9/11/12 SCR / RAP and the RACR (Tasks A and F) 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 combined SCR / RAP Addendum and the RACR.

In addition to the 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

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<sup>11</sup> Document to be prepared under Task / Milestone A.

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 all tasks.

- Be responsible for coordinating, managing and completing the proper management, characterization, handling, treatment, and/or disposal of all investigation derivative wastes (IDW), including soil/rock cuttings, purge water, development water and pumping test water generated during the implementation of this SOW in accordance with standard industry practices and applicable laws, regulations, guidance, and PADEP directives. The IDW waste should be disposed of per the PADEP NWRO guidance; check with the PADEP NWRO for current requirements. Waste characterization and disposal documentation (e.g., manifests) shall be maintained by the successful bidder. One (1) copy of the waste characterization and disposal documentation shall be provided to PADEP, one (1) copy shall be provided to the Solicitor, and one (1) copy shall be provided to the ICF Representative. Waste disposal costs shall be included in the fixed-price quoted for all work tasks, as appropriate.
- Be responsible for providing the Solicitor and facility operator 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 any task.
- 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 access agreements with the local municipality to access off-site monitoring wells located within the right-of-way for E. 10<sup>th</sup> Street and Parade Street prior to beginning any of the SOW tasks described below. Access to the off-site wells are to be acquired for the purpose of routine groundwater monitoring and sampling and abandonment activities. It is our understanding that the local municipality has been cooperative with allowing access to these wells with the previous consultant. Bids shall anticipate and include the level of effort / costs involved with all elements of securing access to these off-site wells. The costs associated with off-site access shall be included in the fixed-price quoted for Task B below.

**Task / Milestone A – Supplemental Site Characterization Activities and Reporting.** This milestone provides bidders the opportunity to identify which additional site characterization work will be completed in advance of finalizing the remedial approach design and moving ahead with its implementation. Conducting supplemental investigative activities under this milestone is mandatory. PAUSTIF will be reimbursing up to \$10,000 for supplemental site characterization and reporting costs under this milestone. Bidders are to describe what supplemental site characterization will be completed, the rationale for the work and how the derived data will be used. For purposes of bidding, and to ensure consistent cost scoring of bids, each bidder will enter exactly \$10,000 as the bid price for Milestone A in the Bid Cost Tabulation Spreadsheet (Attachment 2). PAUSTIF will only reimburse up to \$10,000 of reasonable and necessary costs for those tasks actually performed. The selected bidder must provide time and material documentation in addition to supporting documentation required (in Exhibit C of the executed Fixed-Price Remediation Agreement) to support the requested reimbursement and completion of this milestone.

Bidders may use this opportunity to: 1) confirm any elements of the site characterization completed by the previous consultant; 2) address any perceived data gaps in the existing site characterization work; 3) assist in the evaluation and determination of remedial technologies and system design, as applicable; and 4) assist with refining the cleanup timeframe estimate and/or other reasons related to validating the bidder's remedial approach and design.

Supplemental work under this task may include additional environmental media sampling and analyses and/or remedial pilot testing.

For example, a bidder may wish to:

- Further delineate soil contamination if the proposed site remedial strategy includes the excavation of impacted soil;
- Complete pilot testing if an in-situ site remedy is proposed; and/or
- Other.

If a bidder proposes the remedial approach as detailed in Flynn's 9/11/12 SCR / RAP, or some modification to this approach, then **pilot testing (i.e. DPE event) of the in-situ approach must be performed and reported to PADEP under this task/milestone to comply with PADEP's requirement in the RAP approval.**

**Milestone A activities shall be conducted as soon as possible following execution of the Fixed-Price Agreement.**

Each bidder shall describe in detail its scope of work for additional site characterization activities and/or pilot testing along with corresponding technical justification to support the need for each additional activity. When considering what additional site characterization activities may or may not be necessary, bidders are strongly encouraged to review Flynn's 9/11/12 SCR / RAP (Attachment 1c) and the other documents provided in Attachment 1, rather than relying solely on the summary information presented in Section 3 of this RFB. As mentioned above, supplemental site characterization activities and/or pilot testing shall be initiated upon execution of the Fixed-Price Agreement.

Potential considerations regarding the need for Milestone A activities include – determination of site-specific remedial design data; confirmation that the proposed technology is technically feasible; confirmation that the proposed technology is cost-effective; and confirmation that the proposed technology will provide a timely closure of the site under PADEP Act 2.

Any and all Milestone A activities that are proposed with your firm's bid shall be accompanied by the following:

- The purpose and need for each Milestone A activity and an appropriate breakdown;
- A detailed scope description of each activity including the use and incorporation of any pre-existing site data;
- The timing and schedule of each activity relative to the overall project schedule;
- A description of the anticipated results of each activity and how such results may impact your proposed conceptual remedial action plan; and
- For activities involving the evaluation of a remedial technology, such as a feasibility study or pilot test, bids shall describe in detail the likelihood that the resulting data will dictate a change in the conceptual remedial action plan proposed in your bid.

The additional site characterization work and/or remedial feasibility pilot testing completed under Milestone A shall be documented in an addendum to the existing SCR / RAP (SCR / RAP Addendum) required by



PADEP's RAP approval letter. Should a bidder propose modifications to the existing PADEP-approved remedial approach, or an alternative remedial approach (i.e. source soil excavation/removal), this work shall be documented in the RAP Addendum.<sup>12</sup> **It is our understanding that PADEP would not be in favor of more significant modifications to the approved remedial plan that would require a Revised RAP and the accompanying delays. However, it is believed that a source removal augmentation to the existing RAP (i.e., source removal prior to limited DPE), handled by the RAP Addendum would be well received by PADEP.**

The project schedule shall allow two (2) weeks for Solicitor and PAUSTIF review of the draft report(s) before a final version is submitted to the PADEP. Following Solicitor / PAUSTIF review of the draft document, the selected consultant shall address any comments and submit the final report to the PADEP. The report shall be consistent (with regard to approach and level of effort) with the conceptual plan for remedial action provided in the selected consultant's bid and shall be signed and sealed by a Professional Geologist and/or Professional Engineer registered in the Commonwealth of Pennsylvania (bidders shall refer to state licensing laws to determine which seals are required based on the work performed for and documented in the report). The fixed-price cost for this milestone **must also account for addressing potential PADEP comments on the SCR / RAP Addendum.**

#### Pilot Study "Off-Ramp" / Changed Condition

The selected consultant and the Solicitor are protected from being obligated to move forward with a remedial action under Milestone B if the **pilot testing data** is inconsistent with the Milestone B proposed remedial approach or the proposed remedial approach could be expected to fail based on the pilot study data from Milestone A. While the selected bidder will be under no obligation to cancel the Fixed-Price Remediation Agreement if the pilot test results are outside the criteria or range specified in the bidder's RFB Solicitation response, the following are **the only possible outcomes associated with these unanticipated results:**

- 1) With advanced Solicitor and PAUSTIF approval, the selected bidder may elect to modify the Milestone B remediation plan to accommodate the pilot testing information and continue with the cleanup at **no additional cost**; that is, for the same total fixed price provided in the selected bidder's response to this RFB Solicitation, complete the cleanup using the modified approach the bidder believes is demanded by the pilot testing information.
- 2) Or if the Solicitor or PAUSTIF do not accept the selected bidder's revised plan adjusting to the Milestone A pilot testing data, the Fixed-Price Remediation Agreement for the project will terminate.
- 3) Or if the selected bidder adequately demonstrates the site conditions revealed by Milestone A pilot testing activities are significant and could not have reasonably been expected prior to conducting the Milestone A activities, the selected bidder may elect to not proceed and withdraw from / terminate the Fixed-Price Remediation Agreement for the project.

**In any case, there will be no negotiations on changing bid work scope or pricing in response to the results of Milestone A activities.**

Bidders shall, therefore, specify within their bids the critical criteria (if any) that will be used by Solicitor, PAUSTIF and the selected bidder to evaluate the significance of pilot testing data obtained through Milestone A activities. These critical criteria shall be used to assess if the pilot testing data change the feasibility of the Milestone B proposed remedial approach. As such, and as applicable, bids shall list critical criterion that will define the range of acceptable results (i.e., feasibility study or pilot testing results)

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<sup>12</sup> In order to receive reimbursement under this task, thorough documentation of any additional site characterization and remedial pilot testing activities must be provided to PAUSTIF.

relevant to the proposed Milestone B remedial approach. These criteria must be measurements or calculations that could be independently measured or verified by others during testing. Based on these criteria, Exhibit A of the Fixed-Price Remediation Agreement (Attachment 3) will contain a provision allowing cancellation of the Agreement should pilot test results (i.e., the pilot testing data obtained during the implementation of Milestone A) not meet certain bidder-defined criteria. Each bidder, therefore, shall explicitly specify any and all critical criteria for key design elements on which the Milestone B proposed remedy depends (i.e., the critical criteria and quantified limits of values that will make the proposed conceptual remedial action plan technically feasible, cost-effective, and timely).

**For example**, bids shall include language such as:

“For our Milestone B proposed remedial action approach to be successful and for the technology(ies) used thereby to operate as planned and meet our proposed cleanup schedule, the Milestone A testing must show:

1. Impacted soil can be accessed and excavated;
2. A sustained soil vapor air flow from the pilot extraction well of greater than X cfm; and
3. Influence vacuums measured within a minimum of Y feet of the pilot extraction well.”

**End of example bid language.**

Actual bid language, if any, and the associated critical criteria will vary by bidder. Pilot study off-ramp assumptions must be specific to evaluating the feasibility of the technology relative to the consultant’s bid approach. Identifying assumptions regarding the bidder’s remedial system design is not acceptable. Some examples of inappropriate assumptions for this “Bid to Result” include: length of remedial system trenching, number of extraction points, type of remediation equipment, duration of remediation, etc.

The critical criteria identified in each bid and their associated acceptable range of pilot testing results will be evaluated by the bid evaluation committee as part of the technical review. Unrealistic criteria or criteria that are unreasonably narrow will reduce the favorability of the bid as viewed by the bid review committee.

**Task / Milestone B – RAP Implementation, and Quarterly Groundwater Monitoring, Sampling, & Reporting.** Under this task, bidders shall provide a bid inclusive of all the manpower, equipment, materials, and other costs needed to fully implement the remedial solution for the site whether it be the existing RAP or a bidder proposed RAP Addendum solution.<sup>13</sup>

Task B1 – RAP Implementation – If a bidder proposes to implement the existing RAP calling for periodic DPE events to address residual soil and groundwater impacts, and systematic random soil sampling to demonstrate soil attainment, the bidder shall detail and provide a fixed price bid inclusive of performing this work. Details and fixed price costs for demonstrating soil attainment would be addressed under Task / Milestone C. Under this task, each bidder shall describe in detail their approach, frequency (e.g., bi-weekly), duration (e.g., 6 hours of extraction per event) and length of time (e.g., 3 months or one quarter) for which these periodic DPE events are to occur, including the bidder’s rationale for the specific target goals on implementing the remedial approach. On the Bid Cost Tabulation Spreadsheet (Attachment 2), the bidder shall identify the total number of extraction events it believes will be necessary to allow a successful attainment demonstration. For bid standardization purposes, the spreadsheet assumes a total of 6 DPE events (Task B1) will be required as indicated in the PADEP-approved RAP; however, the winning bidder must enter the number of DPE events it believes is necessary.

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<sup>13</sup> Based on communications with PADEP regarding this RFB, PADEP would not be in favor of more significant modifications to the approved remedial plan that would require a Revised RAP and the accompanying delays. However, it is believed that a source removal augmentation to the existing RAP (i.e., source removal prior to limited DPE), handled by the RAP Addendum would be well received by PADEP.

Each bidder shall identify and describe, but not necessarily be limited to, the extraction equipment to be used (i.e. vacuum truck, mobile system); proposed wells to be used as extraction points; length of time for extracting vapors and groundwater from each extraction location per event; any sample collection and analysis; management, treatment, and disposal of extracted vapors and groundwater; and applicable permits. In addition, each bid shall also include the anticipated applied vacuum to be used, identify the monitoring wells to be used for observation during the DPE events, and describe what data will be collected during each of the DPE events. Performance monitoring shall be detailed in each of the quarterly monitoring reports (Task B2) and shall include evaluating how well the remedial strategy is working and making necessary adjustments to optimize remedial performance. Performance monitoring activities are to include, but not necessarily be limited to, measurements that allow contaminant mass recovery quantification. Firm fixed price costs for these periodic DPE events shall be provided under Milestone B1 of the Bid Cost Tabulation Spreadsheet (Attachment 2).

If a bidder proposes to implement an amended remedial approach (e.g., source soil excavation) in addition to the periodic DPE events described in the existing RAP, the bidder must fully describe in detail and provide a firm fixed price for implementing the proposed amended approach. The firm fixed price costs for this amended remedial approach shall be provided under Milestone B3 of the Bid Cost Tabulation Spreadsheet (Attachment 2). For example, if the bidder proposes source soil excavation, the bidder's description and firm fixed price shall include the manpower, machinery, equipment, materials, soil disposal, clean fill importation, and all other costs needed to fully implement this amended remedial approach. If a bidder chooses the soil excavation approach, it is anticipated that demonstration of attainment for soils would be performed via system random sampling of the soil excavation(s). The details and fixed price costs for demonstrating soil attainment would be provided as Task / Milestone C. Bids proposing amendments to the RAP but which do not provide adequate detail describing the amendments and cost breakdown on the bid form will be deemed unresponsive.

Task B2 – Quarterly Groundwater Monitoring, Sampling & Reporting – Under this task, bidders shall provide a firm fixed-price to complete a specified number of routine quarterly groundwater monitoring and sampling events conducted during the period of remedial approach implementation. Each bid shall explicitly state bidder's understanding of the project goal and shall identify what the bidder's rationale will be for discontinuing remedial activities and for commencing groundwater attainment sampling.<sup>14</sup>

The groundwater monitoring and sampling events will include all eleven (11) existing on- and off-property monitoring wells (MW-1 through MW-11). 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). Any well exhibiting more than a sheen of SPH shall not be purged and sampled.<sup>15</sup>

Groundwater samples shall be analyzed for the current PADEP short-list of unleaded gasoline parameters (BTEX, cumene, naphthalene, 1,2,4-TMB, and 1,3,5-TMB) 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.<sup>16</sup> 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.

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<sup>14</sup> The selected bidder will only be reimbursed for quarterly groundwater monitoring / sampling events completed under this task.

<sup>15</sup> SPH has not historically been observed at the Site.

<sup>16</sup> Each bidder's approach to implementing Task B2 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.

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;<sup>17</sup>
- For each well exceeding the NR NUA 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 NR NUA SHS, a graphical depiction of recent key contaminant concentration trends;
- 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 any adjustments to the remedial approach;
- 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.

PAUSTIF will only reimburse for only necessary quarterly groundwater sampling / reporting events actually completed under this milestone (e.g., this milestone shall be considered completed with the initiation of Task D).<sup>18</sup> Each quarterly RAPR shall be signed and sealed by a Professional Geologist and / or Professional Engineer registered in the Commonwealth of Pennsylvania (bidders shall refer to state licensing laws to determine which seals are required based on the work performed for and documented in the RAPR).

If a bidder is proposing an in-situ alternative remedial approach to address residual soil and groundwater impacts (in place of what is recommended in the existing RAP), there will be a performance requirement in the contract. In this case, to provide added incentive to the successful bidder for achieving the groundwater cleanup as expeditiously and cost effectively as possible, the resulting remediation contract will be structured such that **10% of each Milestone B (Task B1 and B2) incremental payment will be withheld and accumulated pending successful completion of Milestone B and initiation of groundwater attainment activities (Task D).** When this condition has been met, the accumulation of 10% holdback payments will be reimbursed in one lump sum to the successful bidder.<sup>19</sup> If the alternative to the RAP approach involves an in-situ remedial system installation, the remedial system will be expected to maintain an 85% operational efficiency uptime. The 10% hold-back cannot be expected to be returned

<sup>17</sup> 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.

<sup>18</sup> If the in-situ remedial approach (Task B1) along with quarterly monitoring & reporting would need to continue beyond the bidder's specified time frame, additional 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.

<sup>19</sup> Lump sum payment will be made prior to the on-set of initiating Milestone D.

for an in-situ remediation system which does not maintain the 85% minimum operational efficiency and that does not attain the cleanup goal.

**Task / Milestone C – Soil Attainment Demonstration.** Under this task, bidders shall develop and implement a soil boring program for systematic random soil sampling to demonstrate attainment of the soil SHS in the area formerly occupied by the UST system where previous site characterization activities have identified soil exceedences of the NR NUA SHS (see figure titled “Figure 7 – Soil Analytical Results” in Attachment 1a). Three dimensional attainment sampling shall be completed in these areas and each bid shall describe in detail their approach at addressing soil attainment, including the depth interval for sample collection, the interpreted depth to zone of permanent saturation, and a drawing showing the locations where the sampling grid would be applied to demonstrate soil attainment. Flynn’s 9/11/12 SCR / RAP has explained the soil demonstration approach and provided a drawing showing the grid dimensions and proposed soil sample locations. However, each bidder *must* explain in detail their approach for demonstrating attainment for soils based on their own review and interpretation of the data.

The location / depth of the soil samples shall be determined using PADEP’s systematic random sampling (SRSS) procedures, assuming one soil sample per boring shall be submitted for laboratory analysis. Alternate SRSS points shall be selected for any primary SRSS sample locations positioned within any clean backfill material of the former UST system and any existing below grade utilities (i.e. public water and sewer). Soil samples shall be analyzed for the current PADEP short list for unleaded gasoline parameters (BTEX, cumene, naphthalene, 1,2,4-TMB, and 1,3,5-TMB). Appropriate quality assurance/quality control (QA/QC) samples shall also be obtained for laboratory analysis. The soil sampling results shall be analyzed using PADEP’s 75%/10x Ad Hoc Rule, which shall be documented in detail in the RACR (Task / Milestone F)<sup>20</sup>.

**Task / Milestone D – Groundwater Attainment Demonstration.** Under this task, bidders shall provide a firm fixed-price to complete eight (8) quarters of groundwater monitoring and sampling events.<sup>21</sup> Each groundwater monitoring and sampling event shall include on-property POC wells MW-3, MW-4, MW-6, MW-7, and MW-10 and interior source well MW-1. 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 (MW-1 through MW-11), 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.

Groundwater samples shall be analyzed for the current PADEP short-list of unleaded gasoline parameters (BTEX, cumene, naphthalene, 1,2,4-TMB, and 1,3,5-TMB) 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.<sup>22</sup> In addition, each event shall include field

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<sup>20</sup> If the sampling data does not allow for attainment of the selected standard, additional 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.

<sup>21</sup> 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.

<sup>22</sup> 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.

measurements for the following parameters: pH, temperature, specific conductance, dissolved oxygen (measured in-situ), and oxidation/reduction potential.

The fixed-price cost for this task shall include documenting the qualitative and statistical evaluation in the attainment demonstration report, including 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 groundwater attainment demonstration reports 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 attainment demonstration report shall contain the following:

- A summary of site operations;
- 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 NR NUA SHS during the quarter;<sup>23</sup>
- For each well exceeding NR NUA 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 NR NUA 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.

Also under this task, bidders shall describe their approach for completing a plume stability analysis based on the preponderance of data for the plume overall. Bidders shall describe how they would interpret localized perturbations (high coefficient of variation) of chemical constituent concentrations in individual wells (e.g., due to groundwater fluctuations) in the core of a plume as it may relate to the stability of the plume as a whole. Bidders shall describe what qualitative analyses of the plume(s) would be completed to evaluate plume stability and how quantitative assessments (e.g., Mann-Kendall, F&T modeling, etc.) would be employed to supplement the qualitative evaluation.

PAUSTIF will only reimburse for only necessary quarterly groundwater sampling / reporting events actually completed under this milestone (e.g., this milestone shall be considered completed upon approval of the RACR [Task F]). Each quarterly RAPR shall be signed and sealed by a Professional Geologist and / or Professional Engineer registered in the Commonwealth of Pennsylvania (bidders shall refer to state licensing laws to determine which seals are required based on the work performed for and documented in the RAPR).

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<sup>23</sup> 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 / Milestone E - Vapor Intrusion Attainment Demonstration.** Bidders shall provide a firm fixed-price and SOW to conduct an post-remediation assessment of the indoor air exposure pathway, which shall be consistent with the requirements, guidance, and decision matrices in the *Land Recycling Program Technical Guidance Manual – Section IV.A.4, Vapor Intrusion into Buildings from Soil and Groundwater*. Each bid shall include the installation of three soil vapor sampling points, and each bid shall include the proposed locations of the soil vapor sampling points on a site drawing, along with describing the approach at installing and constructing the sampling points.

The fixed price cost for this task shall also include the sampling and analysis of the three soil vapor sampling points. Each of the three vapor points shall be sampled twice post-remediation with the sampling events separated by a least one month. Each bid shall describe the approach at purging and sampling of the soil vapor sampling points, including sample analysis and schedule for when sampling would be anticipated.<sup>24</sup>

**Task / Milestone F – Preparation, Submission, and PADEP Approval of RACR.** Under this task, the bidder shall offer a fixed-price cost to prepare a draft and final RACR after completing Tasks A through E. The fixed-price bid shall be inclusive of addressing any PADEP comments on the RACR. The RACR shall be prepared in accordance with Section 245.313. At a minimum, the RACR shall provide detailed descriptions and results of the implementation of Tasks A through E. The RACR shall also discuss the selected closure criteria for the site, detail the remedial activities, provide proof of soil, soil gas and groundwater attainment, and request permanent closure for the site for the current release under an Act 2 ROL. The project schedule shall 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 / or Professional Engineer registered in the Commonwealth of Pennsylvania (bidders shall refer to state licensing laws to determine which seals are required based on the work performed for and documented in the RACR).

**Task / Milestone G – Site Closure / Restoration Activities.** Under this task, the bidder shall describe and provide a fixed-price bid for properly closing the site, including: proper disposal of any remaining wastes; abandonment / removal of any remedial system components; in-place abandonment of monitoring wells and vapor monitoring points consistent with PADEP guidelines; well head removals; and re-vegetation, concrete / asphalt repairs, as necessary, for areas that have been disturbed by site characterization or remedial action activities. This task shall also include photo-documenting the site restoration work and completion / submittal of the well abandonment forms. Copies of these photographs and forms shall be provided for the Solicitor's files.

Each bid shall specify the number of days for initiating Milestone G following approval of the RACR by PADEP, and shall be conducted in accordance with standard industry practices and applicable laws, regulations, guidance, and PADEP directives. Monitoring well and soil vapor monitoring point abandonment, and restoration activities will be coordinated with the Solicitor.

## 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 Tasks / Milestones A through G. A Fixed-Price Agreement is included as Attachment 3.<sup>25</sup> The Fund will facilitate negotiations between the Solicitor and the selected consultant towards executing

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<sup>24</sup> Each bidder's approach to implementing Milestone E shall clearly identify the number of sampling events, number of sampling points / samples per event, purging and sampling method(s), QA/QC measures, analytes, analytical method, and other key assumptions affecting the bid price.

<sup>25</sup> The selected consultant will be provided an electronic copy of the template/standard contract in Word format to allow contract-specific information to be added.

this Fixed-Price Agreement. The selected consultant would have no more than ten (10) business days to return its draft of the Fixed-Price Agreement for Technical Contact / ICF review.

As noted earlier, **by submitting a bid response to this RFB, each bidder indicates its acceptance of the contractual terms (Attachment 2 and 3) and task / milestone requirements of this project, including any stated schedule deadlines, 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 bid is to clearly identify unit cost rates for labor, other direct costs, and equipment, as well as proposed mark-ups on other direct costs and subcontracted services for all SOW addressing Tasks / Milestones A through G. The by-task and by-subtask quotes are to be entered into the Bid Cost Tabulation Spreadsheet included as Table 1 in Attachment 2 to this RFB. 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. Any bid response that disregards this requirement will be considered non-responsive to the bid requirements and, as a result, will be rejected and will not be evaluated. 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.” **Bid costs will be evaluated based solely on the cost information as provided on Table 1 in Attachment 2.**

**Payment Milestones:** Table 2 below illustrates a hypothetical sequencing and timing for completion of the respective milestone tasks and 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:** Supplemental Site Characterization Activities and Reporting
- **Milestone B:** RAP Implementation, and Quarterly Groundwater Monitoring, Sampling, & Reporting
- **Milestone C:** Soil Attainment Demonstration
- **Milestone D:** Groundwater Attainment Demonstration
- **Milestone E:** Vapor Intrusion Attainment Demonstration
- **Milestone F:** Preparation, Submission, and PADEP Approval of RACR
- **Milestone G:** Site Closure / Restoration Activities

**TABLE 2 – SAMPLE MILESTONE COMPLETION / PAYMENT SCHEDULE**

Estimated Milestone Timing Month After Contract Award	SOW Activities Anticipated / Completed for that Month	Milestone <sup>26</sup>
3	Supplemental Site Characterization Activities and Reporting	A
4	RAP Implementation	B1
5	RAP Implementation	B1
6	RAP Implementation; Quarterly Groundwater Monitoring, Sampling, & Reporting; Soil Attainment	B1,B2, C
9	Quarterly Groundwater Monitoring, Sampling, & Reporting	B2
12	Groundwater Attainment Demonstration	D1
15	Groundwater Attainment Demonstration	D2

<sup>26</sup> Each bidder should modify this sample Milestone Completion / Payment Schedule for Milestones A through G to reflect its proposed task schedule, as long as the proposed schedule meets the deliverable deadlines specified in Section 3 of this RFB.



Estimated Milestone Timing Month After Contract Award	SOW Activities Anticipated / Completed for that Month	Milestone <sup>26</sup>
18	Groundwater Attainment Demonstration	D3
21	Groundwater Attainment Demonstration	D4
24	Groundwater Attainment Demonstration	D5
27	Groundwater Attainment Demonstration	D6
30	Groundwater Attainment Demonstration; Vapor Intrusion Attainment Demonstration	D7, E1
33	Groundwater Attainment Demonstration; Vapor Intrusion Attainment Demonstration	D8, E2
36	Preparation, Submission, and PADEP Approval of RACR	F
39	Site Closure / Restoration Activities	G

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 bid pricing (fixed-prices and quoted unit prices) shall be good for the duration of the period of performance cited in the associated 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 250/245 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 250/245 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 A through G by completing the Bid Cost Tabulation Spreadsheet provided in Attachment 2 following the 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 3) or has provided a list of requested changes to the Fixed-Price Agreement. **Each bid must include the requested changes/edits 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 A through G), inclusive of reasonable assumptions regarding the timing and duration of client, USTIF, 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 USTIF 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 A through G.

## 7. MANDATORY PRE-BID SITE VISIT

On **Wednesday, February 27, 2013**, the Technical Contact will conduct a **mandatory pre-bid site meeting** at this property starting at **1 PM**. The Technical Contact will be present at the site between **1PM and 2PM** to answer general questions and conduct a site tour for no more than two participants per firm. **Any firm that does not attend this mandatory pre-bid site meeting on the date and during the hours specified will not be eligible to submit a bid response.**

**A confirmation of your intent to attend this pre-bid site meeting is requested** and shall be provided to the Technical Contact via e-mail at least three (3) business days in advance of this date with the subject header "*Former McClure Street Service Station, Claim #2008-0096(F), Site meeting Attendance Confirmation.*" This e-mail is also to indicate the number and names of the participants (no more than two) attending from your firm. Each attending firm will be asked to enter the contact information for the individual at the firm who is to receive all subsequent RFB-related communications to help ensure the receipt of this information (e.g., responses to bidder questions).

Questions will be entertained during the pre-bid site meeting and every attempt will be made to answer questions at that time. Verbal questions and the responses discussed during the site meeting will also be distributed in writing to the attendees after the meeting, as will the answers to any non-proprietary questions submitted in writing after the pre-bid site meeting has been concluded. 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.<sup>27</sup> Questions will be accepted by the Technical Contact up to seven days prior to the date when bids are due.

#### 8. CRITICAL BID PROCESS DATES

The following list provides a general recap of important bid process events and dates.

- **Mandatory Pre-Bid Site Meeting On Wednesday, February 27, 2013**
- **Bid Responses Must be Received by 3:00 PM On Friday, March 15, 2013**

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<sup>27</sup> As appropriate, the list of assumptions, special conditions, or exemptions will be discussed with the Solicitor. As part of that discussion, the USTIF may advise the Solicitor that some or all of the assumptions, special conditions, or exemptions that are likely to generate change orders may be the financial responsibility of the Solicitor.

## ATTACHMENT 1

### Historical / Background Documents

<b><u>Filename:</u></b>	<b><u>Document:</u></b>
V&M Keystone_Attachment 1a_Figures.pdf	Site Location Map Figure 6 – Site Plan and Sample Locations Figure 7 – Soil Analytical Results
V&M Keystone_Attachment 1b_RAPR_121114.pdf	RAPR, dated November 14, 2012
V&M Keystone_Attachment 1c_SCR RAP_120911.pdf	SCR/RAP, dated September 11, 2012
V&M Keystone_Attachment 1d_UST Closure Assessment_110915.pdf	UST Closure Assessment, dated September 15, 2011
V&M Keystone_Attachment 1e_UST Closure Rpt Form_110914.pdf	UST Closure Report Form, dated September 14, 2011
V&M Keystone_Attachment 1f_Misc Information.pdf	Miscellaneous Information

## **ATTACHMENT 2**

### **Bid Cost Tabulation Spreadsheet**

## **ATTACHMENT 3**

### **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.)