



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
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8/1/00

ADDENDUM #1

RFP#3363

BID TITLE: TECHNICAL ASSISTANCE
CONTRACT SERVICES

OPENING DATE AND TIME: 8/9/00 – 3:00 P.M.

ADDENDUM NO. 1 IS ISSUED IN RESPONSE TO QUESTIONS RAISED AT A PRE-PROPOSAL CONFERENCE HELD AT THE DIVISION OF PURCHASES ON JULY 26, 2000, AS WELL AS OTHER QUESTIONS RAISED BY CLOSE OF BUSINESS ON JULY, 28, 2000, THE FINAL DATE FOR QUESTIONS.

ALSO, PROVIDED WITH THIS ADDENDUM IS PAGE 20 OF THE RFP WHICH MAY HAVE BEEN OMITTED FROM SOME RFP PACKAGES AND A COPY OF THE ATTENDANCE SHEET FOR THE JULY 26, 2000 PRE-PROPOSAL CONFERENCE.

**STEPHEN A. VIEIRA C.P.M., CPIM
ADMINISTRATOR OF PURCHASING SYSTEMS**

1. How many firms will be selected?

This bid has been issued as a Master Price Agreement, which allows for the selection of more than one vendor. It is anticipated that there will be 2 or 3 vendors selected for each category; however, it is possible that only one vendor will be selected if only one vendor meets the minimum qualifications.

2. Does the municipality clause satisfy the municipal requirements for competitive bidding?

Yes. Municipalities may choose to utilize this master price agreement instead of going out to bid.

Vendors who do not choose to offer their services under the municipal clause will not lose points.

3. A multi-year pricing provision has been included in this RFP. This allows for an annual pricing adjustment based upon the Consumer Price Index (CPI) for the northeast region published by the Boston Office, Bureau of Statistics, Department of Labor for the period ending July of each year.

4. When is the bid opening date?

The bid opening date is August 9th, 2000 at 3:00 pm in the Bid Room. Bids will be forwarded to the RIDEM for review and a recommendation will be submitted to the Office of Purchases on or around August 19th, 2000.

5. Are vendors required to bid on both categories?

No, vendors can bid on either or both categories.

6. What happened in the event that a selected vendor foresees a conflict of interest?

Under the Master Price Agreement, the vendor can notify the agency that a conflict of interest exists and opt out of that particular project, in which case the agency will then select another vendor listed on the Master Price Agreement.

7. What is the selection criteria?

Criteria must meet several areas, as listed in the Evaluation Forms provided in Appendix C of the RFP. Each category has a separate evaluation form and criteria and each sub-category meet the minimum score required.

8. How will the scoring be conducted?

Evaluation and scoring will be conducted by a Technical Committee made up of 5 staff members from the DEM and Department of Administration Central Services. The technical evaluation and scoring will be conducted first, and only those vendors who meet the minimum technical criteria will be evaluated for cost. Technical evaluation represents 70% and cost evaluation represents 30% of the overall score. The vendor with the lowest cost proposal will receive the maximum number of points under the cost evaluation (30 points), and each vendor thereafter will receive a portion of the cost evaluation points based upon a ratio compared to the lowest bidder.

Once the technical and cost evaluation is completed, a recommendation will be made to the Architectural and Engineering Committee for review. The Architectural and Engineering Committee review is open to the public.

9. What is the level of funding/amount of work that will be assigned under this contract?

The DEM is unable to estimate the amount of work that will be assigned under this contract through the Office of Waste Management. The Technical Assistance Contract (TAC) work is predominantly funded by federal grant money from several different programs and can change on an annual basis. In the past there have been years when the TAC was not utilized at all, and other years when it was utilized continuously. Under the current TAC, only Category III (Field Services) was renewed after the initial 2 years, and it has been utilized almost continuously for the past several years, usually for more than one project at a time.

10. Regarding page 15, 4th bullet, what type of documentation is required?

An outline which provides enough detail to adequately evaluate the vendors background, qualifications and experience, as well as work plan or approach proposed.

11. Regarding page 15, last paragraph, how are personnel time proposals to be provided?

Personnel time should be provided as unit rates (per hour basis), not the number of hours per task.

12. How will work be assigned?

The vendor will be contacted and provided with a statement of work. The Vendor will then prepare a workplan with cost estimates for review and approval by the Department.

13. Will vendors be compensated for workplan development?

Yes.

14. Clarification: Pursuant to page 16, second paragraph, travel time or expenses for travel to and from sites in Rhode Island will not be paid for except in cases where the work is required at sites on Block Island or Prudence Island.

15. How should equipment costs be provided?

Pursuant to page 16, Equipment Inventories, equipment costs should be provided in accordance with the rate schedules provided in the RFP for each category. This includes costs for mobilization, demobilization, decontamination and all costs, including personnel to operate, maintain, and secure equipment. For drilling equipment this does not include personnel such as field sampling personnel or geologists which are not part of the equipment operations.

16. Does a list of all subcontractors need to be provided?

Yes, but that may include more than one subcontractor for the same task.

17. Do vendors need to provide costs for equipment/tasks which are not listed on the scoring sheet?

Yes, all task and equipment costs listed in the RFP must be provided. If not on the score sheet it will be used for informational purposes only.

18. Who has the contract now?

The current contract was issued in three categories.

Category I, Expert Consulting and Evaluation Services, was not renewed so there is no current vendor.

Category II, Drilling Services, was incorporated into Category III

Category III, Field Investigation Services, is held by Fuss & O'Neill.

19. Is there any specific work which currently anticipated to be assigned?

Under the Superfund Site Assessment Program (CERCLA) it is anticipated that the Category II contractor will be given assigned a continuous amount of work for tasks such as private well sampling and Expanded Site Investigation field sampling. It is also anticipated that the Department will be in need of Brownfields Assessments during the coming year.

20. Is an Authorized Agent certification required?

Yes, the form should be downloaded from the Division of Purchases website (www.purchasing.state.ri.us) and should be provided as a cover page to the technical documents.

21. Page 20 is missing from the hard copies of the RFP. This will be provided as part of this addendum.

22. What is the major component of the cost breakdown that will be evaluated?

Labor/personnel costs is the major component of the cost evaluation, which is why it accounts for 70% of the cost evaluation.

23. Can DEM provide the dollar amount spent to date on the current award?

During the state fiscal year beginning July 1, 1998 through June 30, 1999, the amount paid out under the current award (Field Services only) from the Department of Environmental Management is approximately \$112,000.

During the state fiscal year beginning July 1st, 1999 through June 30, 2000, the amount paid out under the current award (Field Services only) from the Department of Environmental Management is approximately \$125,000.

24. Page 11 Air Testing. The attachment for the RIDOH referenced in the test has not been provided. What types of exposure scenarios, sampling equipment and parameters should we account for in the rate table (page 17, item 4b)? Should laboratory analysis of these samples be quoted or are you simply looking for field methods?

The referenced RIDOH procedures should have been removed from the RFP text. The types of exposure scenarios anticipated would include, at a minimum, migration of VOCs and particulates. Sampling equipment such as summa canisters for VOCs are anticipated (EPA method TO-14A/15). EPA approved equipment and procedures should be referenced. Rate information is to be provided for informational purposes only and should not include laboratory analysis, only field methods.

25. Page 11 Drilling and geologic investigation services. Should we assume that decontamination services will be required for all borings? Or should steam cleaning be a separate item added to the rate table.

See question # 15 above.

26. Page 16, second to last paragraph. The test appears to request a quote for drilling services on a per foot basis, where the rate table summary appears to request daily and weekly rates only. Please clarify.

Please provide both daily and weekly rates, as well as per foot rates, which will be considered under the comment section of the cost evaluation.

27. Page 18, 4.b. Equipment. What specific pieces of equipment are you requesting rates on. This item appears to be redundant of some of the subsequent categories such as 4e.

Under section 18.4.b, we are asking for rates on all equipment which your company has available for each of the sub-categories listed therein. This section does not include that sub-category listed under 18.4.e. for GPR and Geophysical Services, which should be provided separately.

28. Page 19 item e cost proposal for GPR and geophysical services. Do you simply want a quote for GPR and field crew or are there other types of geophysical services such as seismic refraction requested?

We would like to be provided with technical and cost proposals for GPR and all types of geophysical services your company can provide us with. Page 11, section 6 provides further clarification. Cost information will not be scored during the cost evaluation, but cost information must be provided for informational purposes.

STATE of RHODE ISLAND

DEPARTMENT of ADMINISTRATION
DIVISION of PURCHASES

BID OPENING ATTENDANCE SHEET

RFP BID # 3363 DATE 7/26/00 3:00 P.M.
PRE-PROPOSAL CONFERENCE

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informational purposes. Notwithstanding the foregoing, the State reserves the right to award on the basis of cost alone.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The Technical Review Committee will present written findings, including the results of all evaluations, to the State's Architect/Engineer and Consultant Services Selection Committee, which will make recommendation to the Director of the Department of Administration, who will make the final selection for this requirement.

SECTION 6 - GOVERNING TERMS AND CONDITIONS

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provision of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request-or Contract, and the following General Conditions of Purchase:

1. GENERAL - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".
2. ENTIRE AGREEMENT - The State's Purchase Order, or other State contract endorsed by the State Division of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining any award or contract shall be accomplished in writing.
 - a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executor only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.
 - b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Division of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.
 - c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless 1) terminated prior to expiration date by