



Office of
Procurement Services
Service · Support · Solutions

REQUEST FOR PROPOSAL

RFP NUMBER: CSP904716
INDEX NUMBER: MAC061
UNSPSC CATEGORY: 76130000

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Environmental Protection Agency (OEPA), is requesting Proposals for:

INVESTIGATION AND MITIGATION OF HAZARDOUS WASTE SITES

OBJECTIVE: The State is seeking contractor(s) to provide services in investigating, evaluating, preventing and mitigating threats cause by air and water pollution, soil contamination, and releases, or threats of release, of hazardous wastes and other substances.

THIS SOLICITATION CONTAINS AN EMBEDDED MINORITY SET-ASIDE OPTIONAL COMPONENT

RFP ISSUED:	September 09, 2015
INQUIRY PERIOD BEGINS:	September 09, 2015
PRE-PROPOSAL CONFERENCE:	September 16, 2015 at 11:00 AM
INQUIRY PERIOD ENDS:	September 25, 2015 at 8:00 AM
PROPOSAL DUE DATE:	September 30, 2015 by 1:00 PM

Proposals received after the due date and time will not be evaluated.

Submit Sealed Proposals to:

Department of Administrative Services
Office of Procurement Services
Attn: Bid Desk
CSP904716 MAC061
4200 Surface Road
Columbus, OH 43228-1395

Note: Please review the [Proposal Instructions](#) on our Web site.

The Offeror must submit this cover page (signed) with its Technical Proposal.

Offeror Name and Address: _____ _____ _____ _____ E-Mail Address: _____ Phone Number: () _____ - _____, Ext. _____	Name/Title: _____ _____ Signature: _____ By submitting a response to this RFP, and signing above, Offeror acknowledges, understands and agrees to comply with the RFP requirements and confirms all the instructions and links have been read and understood.
--	--

TABLE OF CONTENTS

	<u>Section Number</u>
Cover Page (to be signed by Offeror) and Schedule of Events	Cover (Page 1)
Glossary of Terms	Page 2
Executive Summary	1.0
Evaluation of Proposals	2.0
Cost Summary	3.0
Award of the Contract	4.0
Links to Instructions, Forms, Terms and Conditions, Special Provisions and Additional Resources And Supplements	5.0
Guide for Proposal Submission	6.0

RFP GLOSSARY OF TERMS

AA:	Affirmative Action
ASTME:	American Society of Tool and Manufacturing Engineers
BUSTR:	Bureau of Underground Storage Tank Regulations
CERCLA:	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
Contractor:	Vendor after Award
CSP:	Competitive Sealed Proposal
DAS:	Department of Administrative Services
EOD:	Equal Opportunity Division
ESA:	Environmental Site Assessments
FEI:	Federal Employer Identification
FSOP:	Field Standard Operating Procedure
HASP	Health and Safety Plan
Mandatory:	Must, Will, Shall
OAC:	Ohio Administrative Code
OAKS:	Ohio Administrative Knowledge System (Ohio's Accounting System)
OBG:	Ohio Business Gateway
ODAS:	Ohio Department of Administrative Service
OEPA:	Ohio Environmental Protection Agency
Offeror:	Vendor Submitting Proposal
OPS:	Office of Procurement Services
ORC:	Ohio Revised Code
QAPP:	Quality Assurance Project Plan
RCRA:	Resource Conservation and Recovery Act of 1976 (waste disposal)
RFP:	Request for Proposal
SDS:	Safety Data Sheet
SRP:	Sampling/Removal Plan
SSWP:	Site Specific Work Plan
TGM:	Ohio EPA Technical Guidance Manual for Hydrogeologic Investigations and Ground Water Monitoring
SOS:	Secretary of State
UNSPSC:	The United Nations Standard Products and Services Code
VAP:	Voluntary Action Program

CALENDAR OF EVENTS.

This RFP gives the dates on page 1 for the various events in the submission process. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand. Detailed instructions regarding dates are as follows:

Firm Dates

RFP Issued:	September 09, 2015
Inquiry Period Begins:	September 09, 2015
Mandatory Pre-Proposal Conference	September 16, 2015 at 11:00 AM
Inquiry Period Ends:	September 25, 2015 at 8:00 AM
Proposal Due Date:	September 30, 2015 by 1:00 PM

Estimated Dates

Contract Award Notification:	To be determined
------------------------------	------------------

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due. Proposals received after 1:00 p.m. on the due date will not be evaluated.

MANDATORY PRE-PROPOSAL CONFERENCE.

A mandatory pre-proposal conference will be held on September 16, 2015 at 11:00 AM at the ODAS/General Service Division Building at 4200 Surface Road, Columbus, Ohio 43228. All prospective Offerors are required to attend and encouraged to bring any subcontractors or other personnel required for assessing the project.

The purpose of this conference is to discuss the RFP and Project with prospective Offerors and to allow them to ask questions arising from their initial review of this RFP. Attendance at the pre-proposal conference is a prerequisite to submitting a Proposal. The State will answer questions as best as possible. We reserve the right to take questions under advisement and respond through the inquiry process. Offerors are responsible for any and all information exchanged at the conference and via the Internet inquiry process.

Proposals submitted by Offerors that do not attend the mandatory pre-proposal conference will be rejected, unopened. All prospective Offerors must attend the pre-proposal conference. Attendance will be taken.

To facilitate access to the conference, please provide the names, organization(s) and telephone numbers of representatives that will attend the mandatory pre-proposal conference and provide this information to: Geraldine Berry, Ohio Department of Administrative Services, no later than 4:00 PM, September 15, 2015 by email to: geraldine.berry@das.ohio.gov or by phone at 614-644-1790.

1.0 EXECUTIVE SUMMARY

- 1.1 **INTRODUCTION:** This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of the Ohio Environmental Protection Agency (the Agency), is soliciting competitive sealed proposals (Proposals) for the Investigation and Mitigation of Hazardous Waste Sites. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP gives the dates on page 1 for the various events in the submission process. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

- 1.2 **MULTIPLE AWARD CONTRACT:** This proposal is issued to establish a Multiple Award Contract (MAC). A MAC is a Contract with more than one (1) Contractor that is capable of providing the same or similar types of supplies or services at varying prices for delivery within the same geographical area. The State's obligation under a MAC is subject to the Ohio Controlling Board's continuing authorization to use the MAC program, thereby authorizing the use of Multiple Award Contracts.

A Contract may be awarded to more than two (2) responsive and responsible Offerors. The Ohio EPA may use any of the awarded Contractors, not necessarily the lowest price and may use any, both or none of the Contractors for the Work. The State reserves the right to issue purchase order(s) to the Contractor(s) it determines to be in the best interest of the State based on location, instrumentation, time or other.

- 1.3 **CONTRACT PERIOD:** Once awarded, the term of the Contract will be from December 1, 2015 through November 30, 2017. The State may solely renew all or part of this Contract at the discretion of DAS for a period of one month and subject to the satisfactory performance of the Contractor and the needs of the Agency. Any other renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium.
- 1.4 **MINORITY BUSINESS ENTERPRISE PROGRAM.** The State is committed to making more State contracts and opportunities available to minority business enterprises (MBE) certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. This RFP contains a sheltered solicitation requirement, which encourages the Offeror to seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:

<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

To search for Ohio certified MBE businesses, utilize the following search routine published on the DAS Equal Opportunity Division website

1. Select "Locate MBE Certified Providers" as the EOD Search Area selection;
2. Select "MBE Certified Providers" link;
3. On the subsequent screen select "All Procurement Types" as a search criterion;
4. Select "Search"; and
5. A list of Ohio MBE Certified Service Providers will be displayed.

In seeking solicitations from Ohio certified MBE businesses, the Offeror must:

1. Utilize a competitive process to which only Ohio certified MBEs may respond;
2. Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Project requirements; and
3. Require the Ohio certified MBE maintain a valid certification throughout the term of the Contract, including any renewals.

While it is not a condition of award of the RFP, the Offeror should use its best efforts to seek and set aside work for Ohio certified minority owned business enterprises (MBEs).

- 1.5 **BACKGROUND:** Ohio EPA must quickly and easily mobilize a contractor to help carry out its statutory mission. Phase I and Phase II site assessments, well drilling, sample collection, data validation, remedial investigations/feasibility studies (RI/FS), report development, field oversight, technical expert consultant support, document review are examples of work typically requested, but it can be anything required to fulfill the mission for investigation and mitigation

of hazardous substances and hazardous waste. The Contractor(s), at the direction of the Ohio EPA, will respond as required to provide services necessary to investigate possible sources of contamination, determine the nature and extent of contamination; mitigate conditions, and provide other similar services of an interim nature. The State's past expenditures for this program are listed in the Cost Summary Form (page 23). However, the State provides no guarantees as to the actual amounts that may be spent in total or on individual Contractor(s) awarded as a result of this RFP.

- 1.6 SCOPE OF WORK: During the term of the Contract, the Contractor, at the direction of the State, through the Director of Ohio EPA, or Ohio EPA Contract Representative, or a duly authorized designee, will respond at any time and at any location within the state of Ohio providing the services necessary to investigate possible sources of contamination, determine the nature and extent of the contamination, remediate sites, and provide other similar services that are necessary to investigate, evaluate, prevent, or mitigate threats to human health or the environment caused by soil contamination or air or water pollution, or releases or threats of release of hazardous wastes, petroleum, or other materials or substances.

A. General Nature of Services

1. The Contractor agrees to provide the following general services when requested by the State:
 - a. Provide for the sampling, preservation, packaging, transport, and environmental testing (*see note) or analysis of potentially contaminated hazardous media, including air, biota, ground water, landfill gas, sediments, soil, soil vapor, surface water, petroleum, waste materials, or any other materials or substances as requested by Ohio EPA and in accordance with work plans and quality assurance/quality control procedures approved by Ohio EPA and performed in accordance with all applicable federal, state, and local laws and regulations.

Radioactive wastes must be evaluated for risk exposure by the Ohio Department of Health (ODH) before a Contractor proceeds with performing the Work under paragraph 1.a.

*Note: Unless otherwise directed, the Contractor(s) must use the DAS Laboratory Services Contract MAC062 for testing of environmental media collected under this Contract. The Contract and pricing schedule for MAC062 will be provided to the Awarded Contractor(s). The Contractor is responsible for obtaining a subcontractor and pricing for any tests not covered by MAC062, subject to approval by Ohio EPA.

- b. Provide for the sampling, packaging, transport, storage, management, treatment, disposal and/or testing or analysis (if required) of potentially contaminated or potentially hazardous biota, ground water, sediments, soil, or surface water, solid wastes, construction and demolition debris, or asbestos-containing materials; hazardous wastes, hazardous materials, or hazardous substances: petroleum or petroleum wastes; and/or investigation-derived wastes or any other materials or substances as requested by Ohio EPA. All work must be approved by Ohio EPA and be performed in compliance with all applicable federal, state, and local laws and regulations.
- c. Provide for security and safety at or near all sites from or at which there is a potential for exposure or which there is or has been a release or threat of release of hazardous wastes, hazardous materials, hazardous substances, petroleum or petroleum wastes that are causing or threatens to cause soil contamination or air or water pollution.
- d. Attend and conduct presentations at internal and public meetings with Ohio EPA or other federal, state, and local government agencies, and provide testimony in administrative and judicial proceedings in matters pertinent to assessment, containment, removal, mitigation, and enforcement actions.
- e. Assist Ohio EPA in identifying, locating, and communicating with persons or entities potentially responsible for releases or threats of release of hazardous wastes, hazardous materials, hazardous substances, petroleum or petroleum wastes, or and persons or entities causing or contributing to soil contamination or air or water pollution.
- f. Provide for other services, as directed, regarding the assessment, control, containment, removal, and mitigation of releases and threats of release of hazardous wastes, hazardous materials, hazardous substances, petroleum or petroleum wastes, causing or contributing to soil contamination or air or water pollution.

Provide for the planning for site investigations, including work plans, health and safety plans, Phase I, Phase II and other investigations into hazardous waste, hazardous substances or petroleum.

Provide for data analysis, contaminate fate and transport, risk analysis, remedy development, and feasibility studies for contaminated sites.

- g. The Contractor must have the capability of producing both hard copy and digital maps related to site investigation work. The digital map data must be made available to Ohio EPA in a format that is easily imported into standard geographic information system (GIS) software, such as ArcView or ArcInfo. Examples of acceptable GIS output formats include: ArcInfo coverages, ArcView shapefiles, and Drawing Interchange Files (DXF) exported from CAD software. Additionally, the digital map files must be referenced to a standard coordinate system that is appropriate for the location of the site being investigated. The two most common examples of acceptable coordinate systems in Ohio are Ohio State Plane (North or South) and UTM (Zone 16 or 17). Any questions related to the transfer of the digital site data should be directed to DAS through the inquiry process on the Web site.
 2. The Contractor will not be required to provide sampling, packaging, transport, testing, analysis, storage, management, treatment, and/or disposal of radioactive wastes unless such waste represents only a negligible risk. The presence of such radioactive wastes at a site will require an evaluation of radiation exposure risk by the Ohio Department of Health before the Contractor proceeds with work.
- B. Work Authorization: The Contractor is obligated to provide services upon receipt of a written Mobilization Order from the Director of Ohio EPA, the Contract Representative, or a duly authorized designee. The Mobilization Order will contain information concerning the nature of the Work to be performed, the location of the Work site, types of reports to be generated by the Contractor, and the name of Ohio EPA's Project Coordinator for the site.
1. Unless the Contractor has a conflict of interest with respect to a particular project, as described elsewhere in this RFP, the Contractor upon receipt of a Mobilization Order; must do the following:
 - a. Within seven (7) calendar days of receipt of a Mobilization Order, discuss the particulars of the Mobilization Order, the objectives of the project, and the history of the problems at the site with the Ohio EPA Project Coordinator.
 - b. Initiate preparation of a Site-Specific Work Plan (SSWP), which will be submitted to Ohio EPA within twenty-one (21) calendar days of receipt of a Mobilization Order, unless otherwise agreed upon between the Ohio EPA Project Coordinator and the Contractor.
 - c. As directed by the Ohio EPA Project Coordinator, Phase I Environmental Site Assessments (Phase I ESAs) will be performed in accordance with "All Appropriate Inquiries", 40 CFR Part 312; ASTM E1527 - 13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*; and/or the Ohio Voluntary Action Program, OAC (Ohio Administrative Code) Rule 3745-300-06.
 - d. As directed by the Ohio EPA Project Coordinator, Asbestos Inspections will be performed by an Ohio Department of Health (ODH) Certified Asbestos Hazard Evaluation Specialist. Samples are required to be taken in accordance with the Asbestos Hazard Emergency Response Act (AHERA – Section 763.86) protocol. A site-specific Health and Safety Plan (HASP) is required with the SSWP, following the guidelines listed below.
 - e. Phase II Environmental Site Assessments (Phase II ESAs), removal actions, and any other types of site work activities required that the SSWP include the following documents: (1) a site-specific HASP; (2) a site-specific Sampling/Removal Plan (SRP); and if requested by Ohio EPA, (3) a site-specific Quality Assurance Project Plan (QAPP) (*see note).

(Note: upon notification that they have been selected for award of the contract, the Contractor must provide a copy of their generic Contract QAPP to Ohio within two weeks of the notification date. The generic Contract QAPP will be used for ESAs, removal actions and all other types of site activities unless Ohio EPA requests that the contractor prepare a site-specific QAPP.)

- 1) The site-specific HASP must protect the health and safety of personnel involved in the site field work activities and the surrounding community. The site-specific HASP must address all of the potential safety and health hazards that may be present during all field activities proposed in the SSWP. A site-specific HASP will be required for each individual mobilization order issued under the Contract. At the minimum; the site HASP shall address the following:
 - a) A listing of key personnel who will be involved in the activities specified in the work plan. This must include the names of personnel, and alternates, who are responsible for site safety, communications, response operations, and the protection of public safety and health during the proposed routine site activities as well as emergency situations. An individual, who will be on-site during the proposed SSWP activities, must be identified to act as the site Health and Safety Officer (HSO).

- b) A general facility or site description and map. (A separate map need not be included with the HASP if one is included elsewhere in the SSWP.)
- c) A safety and health risk or hazard analysis for each site task and operation described in the work plan.
- d) Employee training requirements for work on site. This should address both initial and annual health and safety training, supervisor training, and other training as needed (e.g.; site-specific training or first aid/CPR) for employees performing work under the SSWP.
- e) Identify criteria for selection and use of personal protective equipment ensembles (PPE) for each task and operation to be conducted, and action levels for upgrading or downgrading PPE depending on the conditions encountered at the site.
- f) Medical monitoring requirements and procedures for employees performing SSWP activities should be specified.
- g) Air monitoring techniques that will be used for on-site evaluation of potential exposure to air contaminants or hazardous atmospheres. Monitoring procedures must include methods for initial entry, periodic monitoring, and monitoring during high-risk activities, e.g., drilling or excavation. The air monitoring equipment, monitoring frequency and equipment maintenance and calibration schedule should be discussed.
- h) Site control measures specifying procedures used to minimize worker exposure to hazardous substances before and during site operations. A site map should be included showing the proposed delineation of work zones and procedures to control access to the site and work zones.
- i) Decontamination procedures for personnel and equipment appropriate to each task, including methods used to minimize contact with hazardous substances.
- j) A contingency or emergency response plan that provides procedures for immediately and effectively responding to emergency situations that may occur during work at the site. This plan should address emergency medical availability, hospital locations, and on-site first aid resources.
- k) Confined Space entry procedures (if necessary).
- l) A spill containment program specific to the site operations for the containment and isolation of hazardous materials spilled during site activities.
- m) The site Health and Safety Plan shall be consistent with the following:
 - i. OSHA's Hazardous Waste Operations and Emergency Response standard (29 CFR 1910.120).
 - ii. Other OSHA standards that may be applicable depending of the work activities to be performed at the site, e.g., Occupational Safety and Health Standards (29 CFR 1910) and Safety and Health Regulations for Construction (29 CFR 1926).
 - iii. NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1985):
<http://www.osha.gov/Publications/complinks/OSHG-HazWaste/4agency.html>
- n) Other site-specific HASP requirements:
 - i. Safety Data Sheets (SDS) for chemicals or products used by the Contractor for site work activities (e.g., decontamination) do not need to be included in the site-specific HASP. SDS for known or suspected site contaminants do need to be included in the HASP.
 - ii. The site-specific HASP must include procedures to protect non-routine site workers (e.g., subcontractors) and site visitors.

- 2) The Contractor must create a site-specific Sampling/Removal Plan (SRP) that, to the extent practicable, must be consistent with the most recent revisions of the [Ohio EPA Division of Environmental Response and Revitalization Field Standard Operating Procedures \(FSOPs\)](#) and the [Ohio EPA Technical Guidance Manual for Hydrogeologic Investigations and Ground Water Monitoring \(TGM\)](#), which will be available upon request from the Contract Representative. The SRP must include a detailed description of all of the following:
 - a) A brief statement of the purpose of the work to be performed.
 - b) General site information and contact information (e.g., site name and any aliases, location description and a site location map, owner, access contact(s), utility clearance, Contractor SRP team personnel, Ohio EPA Project Coordinator).
 - c) A brief summary of the site history and current conditions, previous Phase I and/or Phase II environmental site assessments, removal actions or other remedial activities, and a description of the site hydrogeologic conditions that are pertinent to the sampling, removal, or other work being performed.
 - d) A description of the strategy for sampling, removal, and any other work to be performed, including but not necessarily limited to (1) a map showing proposed sampling, monitoring well, soil vapor probe, and/or soil or waste removal locations or locations other work activities, and (2) a tabular summary of the proposed samples and testing or analyses.
 - e) A plan for properly handling and disposing of investigation-derived wastes.
 - f) An estimated schedule for the project work and deliverables.
 - g) An itemized cost estimate for the work to be performed in accordance with the Cost Summary Form, including a complete itemized list of costs for labor, equipment, materials, testing, analyses, and any other expenses the Contractor can justify as necessary to complete the required SRP tasks.
 - h) Under a separate heading, a list of all items which are not included in the Cost Summary Form but are necessary to implement and complete the required SRP tasks.
- 3) If requested by Ohio EPA, the Contractor must prepare a site-specific Quality Assurance Project Plan (QAPP) that will ensure adequate quality assurance and quality control procedures for all work to be performed. The Contractor should refer to the most recent revisions of the following U.S. EPA documents for guidance (http://www.epa.gov/quality/qa_docs.html):
 - Guidance on Systematic Planning using the Data Quality Objectives Process (QA/G-4)*, EPA/240/B-06/001
 - Guidance for Quality Assurance Project Plans (QA/G-5)*, EPA/240/R-02/009
 - Guidance for Geospatial Data Quality Assurance Project Plans (QA/G-5G)*, EPA/240/R-03/003
 - Guidance for Quality Assurance Project Plans for Modeling (QA/G-5M)*, EPA/240/R-02/007
 - Guidance for Choosing a Sampling Design for Environmental Data Collection (QA/G-5S)*, EPA/240/R-02/005
 - Guidance on Environmental Data Verification and Data Validation (QA/G-8)*, EPA/240/R-02/004
 - Data Quality Assessment: A Reviewer's Guide (QA/G-9R)*, EPA/240/B-06/002
 - Data Quality Assessment: Statistical Tools for Practitioners (QA/G-9S)*, EPA/240/B-06/003
- f. If the Contractor plans to propose an alternative strategy to address the problem at a site other than that which is called for in the Mobilization Order, the Contractor must contact the Contract Representative and the Ohio EPA Project Coordinator as early as possible in the development of the SSWP to discuss the alternative strategy. The Mobilization Order may be revised as the Ohio EPA deems necessary. If the Mobilization Order is revised, the Contractor will have twenty one (21) calendar days from the date of receipt of the revised Mobilization Order to submit the SSWP.

Whenever the Contractor plans to use more than one contact person for the oversight/management of subcontracted work, this must be clearly identified in the SSWP with rates and proper justification.

C. Special Limitations:

1. Neither the Contractor; its subcontractor(s), nor any of their employees will supervise or have authority over, directly or indirectly, any employee of the State.
2. The Contractor warrants that it will mobilize to the location of a response action only such personnel, equipment, material, or other resources listed as necessary in the approved SSWP or that Ohio EPA requires to be used on the response action.
3. The State may order the removal or replacement of any employee or subcontractor it deems incompetent, unqualified, careless, ill, or otherwise objectionable, or for violating the site-specific HASP.
4. The State may order the removal, repair, or replacement of any equipment, material, or other resources it determines to be defective, damaged, unnecessary, or otherwise not useful at the site where a response action is being undertaken. In such cases, the State may find that some or all of the costs associated with the mobilization to the site and/or demobilization from the site are not allowable.
5. The State may award other contracts in connection with its duties to assess, contain, remove, and/or remediate releases and threats of release of hazardous wastes, hazardous materials, hazardous substances, petroleum and petroleum wastes, or other materials.
6. Upon the request of the Contract Representative, the Contractor agrees to cooperate with and assist other contractors in the planning, scheduling, and execution of response actions undertaken by Ohio EPA, by other agencies of the State of Ohio, by Federal agencies, or by any private party in compliance with Ohio EPA's requirements.
7. The State may require the Contractor to purchase equipment specifically for a project when the rental of such equipment would equal or exceed the market value of the equipment. Upon completion of that phase of the project in which the equipment is needed, the equipment will become the property of the State.
8. Unless authorized by the Contract Representative, neither the Contractor nor any of its subcontractors will discuss or in any way respond to media inquiries about work being undertaken under a specific Mobilization Order. All such contacts must be referred to the specified Ohio EPA Project Coordinator.

D. General Conditions:

1. The Contractor must provide all personnel, equipment, materials, utilities, transportation, sampling, testing and analyses, supervision, construction of any nature, and all other services and facilities necessary to undertake and complete timely, efficient, and effective response actions and to cooperate with Ohio EPA in any subsequent administrative or judicial actions brought under any state or Federal laws or regulations or the common law.
2. The Contractor must keep personnel, equipment, materials, and other resources accessible and available, to accomplish prompt and effective response in accordance with the requirements of this Contract. The Contractor may be required to furnish a list of company personnel and company-owned equipment, including quantities and model identification, to the Contract Representative and the specified Ohio EPA Project Coordinator.
3. The Contractor must store and maintain equipment, materials, and other resources taken to and used in performance of this Contract, in a manner that ensures the preservation of their quality and fitness for work.
4. The Contractor must assure that all equipment, materials, and other resources to be used in connection with this Contract are kept free from liens or other encumbrances or restrictions that would in any way restrict or limit their availability for use in performing services under this Contract.
5. The Contractor must ensure that all personnel involved in the performance of services under this Contract meet the minimum qualifications in Supplement One of this RFP and are properly trained, competent, and medically monitored (if necessary) for the activities undertaken, and that all appropriate safety precautions are followed. Upon request, the Contractor must provide documentation that an employee meets the minimum qualifications for the specific personnel position in which the employee works.

6. The Contractor must ensure that all personnel are charging time at a rate commensurate with the duties that they are performing. Personnel rated at a higher level but acting in a lesser position will be paid pursuant to the level of expertise required of the actual duties they are performing. This includes personnel performing dual roles at the site and/or at the office.
7. For all solid wastes, hazardous wastes, hazardous materials, hazardous substances, petroleum and petroleum wastes, environmental media, materials, products, and/or equipment shipped as a result of work under this Contract, the Contractor bears full responsibility for the proper packaging, transport, storage and/or disposal in accordance with all applicable Federal, state, and local laws, rules, and regulations.
8. For purposes of the manifest reporting and record keeping requirements of the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 *et. Seq.*, and Chapter 3734 of the Code, and related regulations, the Ohio EPA will be deemed the generator of all wastes removed in compliance with an approved Site-Specific Work Plan for activities performed under this Contract.
9. The Contractor is responsible for the accurate measuring of weights and volumes and for following appropriate protocols for the collection and analysis of all samples that may be required under this Contract.

E. Record Retention and Audit:

1. For a minimum of ten (10) years following the final payment under this Contract, the Contractor and its subcontractor(s), if any, must maintain, preserve, and make available for inspection and audit all records pertaining to the performance of this Contract to comply with Federal guidelines and regulations. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular ten-year period, whichever is later. Such inspection and audit may be made at reasonable times and upon reasonable notice by the following and officers and/or their duly authorized representatives and designees: the Ohio EPA, the Governor, and the State Auditor. The term "records" means books, records, reports, receipts, photographs, video tapes, computer disks or tapes, or other electronic storage, correspondence, and other compilations of the Contractor and/or subcontractor(s). The Contractor will notify the current Contract Representative or appropriate District Office Manager at least (30) calendar days before the destruction of any of the above records.
2. Reporting: The Contractor must prepare and submit the following reports as directed below, unless otherwise specified in the Mobilization Order or directed by the Contract Representative:
 - a. Daily Log/Report: For each work day, for each response action, the Contractor must maintain a log of activities indicating, at a minimum, the following:
 - 1) A detailed description of all work performed.
 - 2) Units and costs for personnel, equipment, materials, and other resources used and/or expended.
 - 3) Laboratory reports ordered and/or received.
 - 4) Log sheet indicating the name of person, the specific level of protection, and the amount of time spent in a particular level of protection for all personnel in levels of protection above Level D.
 - 5) Site sign-in and sign-out sheet, indicating name and affiliation of each person to enter the site, as well as the time such person entered and left the site.
 - 6) Volume of material, hazardous or non-hazardous, removed from the site, its destination(s), and the method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal.

- 7) Description of any unusual circumstances at the site, including but not limited to any complaints received regarding the response action; any release of hazardous wastes, hazardous materials, hazardous substances, and/or petroleum and petroleum wastes to the environment; personal injury; or property damage.

On request, the Contractor must immediately submit photocopies of any daily logs described above to the Ohio EPA Project Coordinator and to the Contract Representative.

- b. Weekly Reports: On request, the Contractor must submit written weekly reports to the Ohio EPA Project Coordinator and the Contract Representative that summarize any site-related field or office work activities.
- c. Raw Analytical Data: The Contractor must submit to the Ohio EPA Project Coordinator and the Contract Representative, if requested, copies of all raw analytical data received in connection with any analytical activity conducted under this Contract within seven (7) calendar days after receipt of such data by the Contractor.
- d. Monthly Reports: The Contractor must submit written Monthly Progress Reports to the Contract Representative by the 10th day of each calendar month. Each Monthly Progress Report must contain two sections: (1) a section that discusses issues regarding the administration of the Contract, and (2) a section that summarizes all activities, both field and office, conducted under each Mobilization Order. At a minimum, the Monthly Progress Report will include the following information:
- 1) Administrative Issues Section:
 - a) A statement of total costs incurred for all work in the current reporting period.
 - b) A statement of total costs incurred for all work under the contract to date.
 - c) An identification and discussion of any major issues pertaining to the administration of this Contract.
 - 2) Site-Specific Response Action Summary Section (a separate summary for each mobilization) must be submitted:
 - a) A summary of work completed this period.
 - b) A description of work yet to be done.
 - c) A description of any difficulties encountered in the current reporting period.
 - d) Activities anticipated in the next reporting period.
 - e) An estimate of time-to-complete the mobilization.
 - f) A statement of total costs incurred in the current reporting period (an invoice for each mobilization must be submitted by the 15th day of each month).
 - g) A statement of total costs incurred to date.
 - h) An estimate of the costs to complete the mobilization.
- e. Final Report: The Contractor must prepare a final report after the conclusion of all field activities if requested in the Mobilization Order. The extent of this report will necessarily vary with the objectives of the response action and may range from a brief description of the activities conducted to a detailed report of a response action and an analysis of data collected. The content of the final report will be specified in the Mobilization Order. The Final Report must be submitted within thirty (30) calendar days of completion of the work, unless otherwise directed by the Ohio EPA Project Coordinator in writing. Copies of all Final Reports must be submitted to the Contract Representative and the Ohio EPA Project Coordinator for that particular effort. The Ohio EPA may require additional copies of the Final Report for particular efforts.
- f. Extraordinary Circumstance Reporting On all Work under this Contract: Immediately upon having or obtaining knowledge, the Contractor must notify the Contract Representative and Ohio EPA Project Coordinator of all changes in circumstances affecting it (and/or any subcontractors) that could materially

affect the cost and/or completion of services. Such circumstances include, but are not limited to, the following: labor disputes; changes in its or any of its subcontractor's insurance, bonding and/or financial condition; changes in corporate ownership; and changes in the availability of personnel, equipment, materials, other resources, and/or transportation, storage and disposal capabilities. Accidents that involve a release of contaminants, significant personal injury, or could materially affect work must be orally reported immediately to the Ohio EPA Project Coordinator and Contract Representative. This oral reporting must be followed by a written report of the incident within seven (7) calendar days of the occurrence. Releases/accidents that occur after 5 p.m. or on weekends and holidays must be reported to the Ohio EPA Hotline (1-800-282-9378 or 614-224-0946).

3. Adequacy of Reports: Ohio EPA may determine the adequacy, format, timing, and distribution of all reports required or requested under this Contract. A submitted report will be the Final Report upon approval by the Ohio EPA Project Coordinator.
4. Miscellaneous Information – Deliverables: The Contractor must perform the services and provide the reports required in the Scope of Work and as specified in each Mobilization Order issued under the Contract.

F. Fee Structure:

1. Not To Exceed Amount: The State will reimburse the Contractor for services that the Ohio EPA determines to have been satisfactorily completed and costs necessarily incurred by the Contractor under this Contract. Such amount will not exceed the total amount of the purchase orders issued, payable on a labor-and-materials basis in accordance with the provisions of this Contract, without the prior written approval of the Ohio EPA Contract Manager.
2. Payment Terms: The terms upon which the Contractor will be compensated under this Contract will be as follows:
 - a. Rate Schedule. Supplements Two and Three, the "Rate Schedule," provides the unit cost of labor, equipment, material, supplies, transportation, and storage, as established by the State. The prices in Supplements Two and Three reflect the State's estimates on the basis of information available. The agreed upon Contract multiplier will be applied to each unit cost for determination of the costs charged to the State. The multiplier must include the Contractor's overhead, profit, and all other cost components. There will be no additional payment for such items. The Offeror's cost proposal must also include a single mark-up rate to sub-contracted services, equipment, and supply costs not listed in Supplements Two and Three. Mark-up of costs may not exceed 12%.
 - b. Actual Time: The Contractor will be compensated only for actual time spent working on a mobilization under this Contract. The Contractor may charge for reasonable amounts of time spent conducting professional services related to specific response actions (e.g., preparation of Site-Specific Work Plans (SSWP), arranging for purchase and delivery of equipment or material specially ordered for a specific response action, analysis of data for response action reports, arranging for and verification of waste disposal, and participating in subsequent administrative or judicial actions).
 - c. Travel Related Expenses: Travel expenses will be reimbursed in accordance with Section 126.31 of the Code and Section 126-1-02 of the Administrative Code. All expenses for travel will be limited to the most current mileage reimbursement rate as listed in Section 126-1-02 of the Administrative Code.
 - d. Sampling and Analysis: All sampling must be done according to the methods specified in the Site-Specific Work Plan and must conform to procedures outlined in the Contractor's QAPP. The Contractor must submit samples to the designated Ohio EPA laboratory contractor for analysis, unless otherwise directed by Ohio EPA. The Contractor must coordinate sampling events with the Ohio EPA Project Coordinator before submitting samples. No markup will be permitted for samples sent to the designated laboratory. All analytical costs will be borne directly by the Ohio EPA unless otherwise detailed in the mobilization order.
 - e. Compensation for Report Preparation: The Contractor will be reimbursed for time spent in preparation of other reports requested in the Mobilization Order in accordance with the rate schedule.
 - f. Compensation for Revisions: The State will reimburse the Contractor for all labor and materials at applicable rates up to and through one revision to a document, as directed by Ohio EPA comments. If the designated Ohio EPA Project Coordinator or Contract Representative determines additional information should be supplied, costs resulting from these changes will also be reimbursed. Any costs resulting from revisions to the document due to Contractor negligence or lack of professionalism will not be reimbursed.

- g. Disposal Costs: The State will only compensate for the treatment, storage, or disposal costs actually incurred by the Contractor as indicated on the approved manifest and resultant invoice. The Contractor must pass on to the State any discounts allowed by the Transportation, Storage or Disposal Facility (TSDF). (Additional information is contained in the Rate Schedule.)
- 1) While the Contractor will receive payment for the arrangement of treatment, storage, and/or disposal of hazardous wastes, hazardous material, hazardous substances, petroleum or petroleum wastes, or other material that may need to be disposed of during a specific mobilization, no markup will be allowed for the actual treatment, storage, or disposal. The Contractor must submit a copy of subcontractor invoices with its own invoice. Payment will be made only to the Contractor.
 - 2) Alternate bids for services or labor must be itemized in the Site-Specific Work Plan (SSWP) with costs that reflect all the adjustments and/or markups of the Contractor.
3. Limitations:
- a. No reimbursement will be made to the Contractor for penalties, charges, or other costs incurred as a result of a violation of any state or Federal law or regulation.
 - b. The Contractor will be allowed a mark-up based on the proposed cost summary form for services and/or items that are not listed in the Rate Schedule, unless otherwise indicated herein. The allowable mark-up will be based on the actual cost of the item or service, excluding tax.
 - c. No mark-up will be allowed on travel related expenses (e.g., lodging, meals, and mileage).
 - d. No mark-up will be allowed for subcontracted utility services (e.g., water, electric, telephone).
 - e. No reimbursement will be made to the Contractor for charges resulting from errors, mistakes, negligence, poor quality work, acts of misconduct, or similar matters.
 - f. No reimbursement will be made for labor and expense incurred in assembling documentation for billings.
 - g. No reimbursement will be made for any costs incurred as a result of transporting personnel, equipment, materials, or other resources into Ohio from outside Ohio's borders. However, this provision may be waived if the Contractor demonstrates to Ohio EPA in writing that the proposed out of state resource is the sole resource capable of providing the required service.
 - h. No reimbursement for out-of-state travel will be made unless such travel directly relates to a specific mobilization and prior written approval is obtained from the Ohio EPA Contract Representative.
4. Special Notes/Instructions:
- a. Services and Labor:
 - 1) The Contractor will receive no compensation for overlap of duties, responsibilities, and work with any subcontractor.
 - 2) If the services of a consultant or laborer not listed in the Rate Schedule are required, the Site-Specific Work Plan (SSWP) will reflect this special need. If the Contractor is unable to provide these services directly, the Contractor must obtain a minimum of three competitive bids for services estimated to exceed \$1,000.00 and include these bids (which should be adjusted for any additional charges by the Contractor) in the Site-Specific Work Plan (SSWP) even if the consultant or laborer is chosen from the approved subcontractor list. The State encourages the use of local subcontractors and Ohio certified MBE's where appropriate.
 - 3) Standard Time ("ST") will consist of a standard, 40 hour week. Work performed on a mobilization in excess of 40 hours/week/site is Overtime (OT) and is chargeable at Time-and-one-half (1.5 X ST rate). Work performed on State and National Legal Holidays is chargeable at Double Time (DT) (2.0 X ST rate). All time charged for ST must be related to work at actions under this Contract. Hours counting toward OT must be accumulated at a specific site (for cost recovery purposes). OT and DT must be approved in advance by the Contract Administrator or the Ohio EPA Project Coordinator. Unapproved OT or DT will be reimbursed at ST rates.

b. Equipment and Materials:

- 1) Unit costs for items in the Rate Schedule are fixed unless changed by written agreement of the parties.
- 2) Items not listed in the Rate Schedule and not similar to any item on that list will be subject to the following provisions and conditions:
 - a) A determination must be made whether each item in question will be considered a dedicated item or a non-dedicated item for the purposes of this Contract. Dedicated items are those items that are necessary for the completion of the Work that become the property of the State at the completion of the Work. Non-dedicated items are those items necessary for the completion of the work but belong to the Contractor. The Contractor must make a proposal to the State that separately lists those items it wishes to be considered dedicated items and those it wishes to be considered non-dedicated items. This Proposal must be made after consultation with the designated Ohio EPA Project Coordinator and may be part of the Site-Specific Work Plan (SSWP). The Ohio EPA will make the final decision on whether each item will be considered dedicated or non-dedicated.
 - b) Dedicated and non-dedicated items must be included in a separate list of equipment, materials, and analyses in the Site-Specific Work Plan (SSWP).
 - c) For dedicated items with a unit cost exceeding \$500.00, a charge per unit of time exceeding \$65.00/hour, \$200.00/day, \$600.00/week, or any item that will exceed \$1,000.00 in total project price, the Contractor must obtain a minimum of three competitive quotes and include these in the Site-Specific Work Plan (SSWP). Dedicated and non-dedicated items with costs less than the above figures need only be itemized in the Site-Specific Work Plan (SSWP). All costs itemized in the Site-Specific Work Plan (SSWP) must reflect all the adjustments and/or markups of the Contractor for each individual item. The lowest of the three competitive quotes meeting the requirement will be selected.
 - d) Dedicated items normally stocked by the Contractor, but not listed in the rate schedule, must be listed in the Site-Specific Work Plan (SSWP) at costs no higher than those charged to the Contractor's best customer. Ohio EPA may request the Contractor to provide documentation supporting these rates.
 - e) For a specific project, the charges for dedicated equipment, materials, or other resources not specified in the Rate Schedule will not exceed its purchase price (excluding tax) plus a mark-up as proposed in the Cost Summary.
 - f) The Contractor must submit copies of actual receipts with invoices for all estimated charges and quotations provided in the Site-Specific Work Plan (SSWP).

5. General Comments:

- a. When bids or quotes are required under the Contract, bids or quotes may be obtained orally with a written record of the vendor amount, contact, and date the bid or quote was received.
- b. When items or services not listed in the Site-Specific Work Plan (SSWP) are needed for completion of the work that will increase the cost per unit of time, or the total estimated project cost, the Contractor must contact the Contract Representative or designee for approval.

1.7 CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION: DAS procures goods and services through a RFP in a transparent manner and in accordance with the laws of the state of Ohio. All proposals provided to DAS in response to this RFP become records of DAS and as such, will be open to inspection by the public after award unless exempt from disclosure under the Ohio Revised Code or another provision of law. Refer to section 5.1.6 in the Instructions.

1.8 REGISTRY OF OFFERORS: DAS will prepare a registry of Proposals containing the name and address of each Offeror. The registry will be on the Office of Procurement Services Web site and available for public inspection after the Proposals are received.

- 1.9 **PROPOSAL SUBMITTAL:** Offeror must submit both a “Technical Proposal” and a “Cost Proposal” as a part of its Proposal package. These are two separate components which shall be submitted in separate sealed envelopes/packages, clearly identified on the exterior as either “Technical Proposal” or “Cost Proposal” with CSP904716 and due date on each. Offeror must submit this signed cover page with its technical Proposal. Offeror shall mark the correct CSP number on all envelopes/packages. Refer to section 5.1.6 in the Instructions for further detail.
- 1.10 **NUMBER OF PROPOSALS TO SUBMIT:** Offeror must submit one (1) original, completed and signed in blue ink, and Five (5) copies for a total of Six (6) Proposal packages.

2.0 EVALUATION OF PROPOSALS

- 2.1 **MANDATORY REQUIREMENTS:** The following table contains items that are Mandatory Requirements for this RFP. The following Table 1 contains items that are considered minimum requirements for this RFP. Determining the Offeror’s ability to meet the Mandatory Requirements is the first step of the DAS evaluation process. The Offeror’s response must be clearly labeled “Mandatory Requirements” and collectively contained in Tab 2 of the Offeror’s Proposal in the “Offeror Required Information and Certification” section. DAS will evaluate Tab 2 alone to determine whether the Proposal meets all Mandatory Requirements (accept/reject). If the information contained in Tab 2 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS from further consideration.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements – Each named and designated person for the positions listed below must at a minimum meet the requirements in Supplement One (1).	Accept	Reject
1. Contract Manager		
2. Project Manager		
3. Project Engineer		
4. Project Hydrogeologist or Geologist		
5. Project Environmental Scientist		
6. Ohio Certified Asbestos Inspector		
7. The Offeror must attend the mandatory pre-proposal conference. Attendance will be documented by sign-in sheets at the event.		

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

- 2.2 **PROPOSAL EVALUATION CRITERIA:** If the Offeror provides sufficient information to DAS in its Proposal demonstrating that it meets the Mandatory Requirements, the Offeror’s Proposal will be included in the next step of the evaluation process which involves the scoring of the Proposal Technical Requirements (Tables 4 through 8), followed by the scoring of the Cost Proposals, and an optional score for Presentations and Interviews (Table 9), which will be conducted at Ohio EPA’s discretion. In the Proposal evaluation step, DAS rates the Proposals based on the following listed criteria and the weight assigned to each criterion. The total possible points allowed in this RFP are distributed as indicated in the Table 2, Scoring Breakdown.

2.3 SCORING BREAKDOWN:

TABLE 2 – SCORING BREAKDOWN

Proposal Criteria	Maximum Allowable Points
Technical Requirements	700 Points
Cost	300 Points
<i>(Presentations and Interviews at Ohio EPA's discretion)</i>	<i>(200 Points)</i>
Maximum Total Score:	1000 <i>(1200)</i> Points

2.4 **SCORE RATINGS:** The scale below (0 to 5) in Table 3 will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation, Tables 4 and 5. DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 8.

TABLE 3 – NUMERICAL SCORE RATINGS

Rating	Score	Description
STRONG	5	Response significantly exceeds the requirements in ways that provide additional tangible benefits or meets requirements and provides at least one enhancement that provides significant benefits
MEETS TO STRONG	4	Response indicates the requirements will be exceeded
MEETS	3	Response generally meets the requirements
WEAK TO MEETS	2	Response indicates the requirements will not be completely met, or will be met at a below-average level
WEAK	1	Response was poor with respect to meeting the requirements
DOES NOT MEET	0	No response provided, or response does not comply substantially with the requirements

2.5 **TECHNICAL PROPOSAL CRITERIA:** In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after the conclusion of any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

Part A: Offeror must provide the number of projects completed. Proposal Requirements for Offeror Experience, Phase I Site Assessment and Asbestos Inspection Services will be evaluated based on the Offeror's response. In addition, Offeror must provide a completed copy of Form 5.2.4 (Offeror Prior Projects) for each Phase I Environmental Site Assessment and Asbestos Inspection.

Proposal Requirements	# of Projects	Weight	Rating (0 to 5)	Extended Score
1. How many Phase I environmental site assessments has the Offeror successfully completed per ASTM E 1527-05 and ASTM E 1527-13 for all appropriate inquiry landowner liability protections during the past three (3) years?		15		
2. How many Ohio EPA VAP Phase I environmental assessments (OAC 3745-300-06) has the Offeror successfully completed during the past three (3) years?		15		
3. How many Ohio-certified asbestos inspections has the Offeror successfully completed in the past three (3) years?		10		
Total Points, Part A (Maximum 200):				

Part B: Proposal Requirements for Offeror Experience, Phase II Site Assessment and Remediation Services will be evaluated based on the Offeror's response and demonstration of the requested criteria. In addition, Offeror must provide a completed copy of Form 5.2.4 (Offer Prior Projects) for each Phase II site assessment and remediation services project.

TABLE 5 – OFFEROR EXPERIENCE,
PHASE II SITE ASSESSMENT AND REMEDIATION SERVICES

Proposal Requirements	Technical Criteria (# of Projects)	Weight	Rating (0 to 5)	Extended Score
1. How many CERCLA (U.S. EPA) and/or Remedial Response (Ohio EPA) preliminary investigations (PA), site inspections (SI), remedial investigations/feasibility studies (RI/FS), remedial analysis/remedial design (RA/RD) projects, and/or operation and maintenance (O&M) projects has the Offeror successfully completed during the past five (5) years?	Indicate # of investigations, inspections, studies and/or projects completed below:	12		
2. How many Ohio EPA VAP Phase II environmental site assessments, remedial projects and/or operation and maintenance (O&M) projects has the Offeror successfully completed during the past five (5) years?	Indicate # of assessments and/or projects completed below:	12		
3. How many Ohio BUSTR closure reports, Tier 1 delineation notification reports, Tier 1 investigation reports, Tier 2 evaluation reports and/or remedial action plans has the Offeror successfully completed and implemented during the past five (5) years?	Indicate # of reports, plans and/or implementations completed below:	10		
4. How many RCRA (Hazardous Waste) facility investigations (RFI), corrective measure studies (CMS), and/or corrective measure implementations (CMI and O&M) has the Offeror successfully completed during the past five (5) years?	Indicate # of investigations, studies and/or implementations completed below:	6		
Total Points, Part B (Maximum 200):				

Part C: Offeror must provide a completed copy of Form 5.2.6 (Offeror's Candidate Education, Training, Experience) for each personnel candidate. Proposal Requirements for Personnel Profile will be evaluated by the Labor Classifications & Personnel Qualifications in Supplement One (5.5.1).

TABLE 6 – OFFEROR'S TECHNICAL PERSONNEL PROFILE

Proposal Requirements	Weight	Rating (0 to 5)	Extended Score
1. Contract Manager (Minimum Rating of 3)	5		
2. Project Manager (Minimum Rating of 3)	5		
3. Project Engineer (Minimum Rating of 3)	5		
4. Project Hydrogeologist or Geologist (Minimum Rating of 3)	5		
5. Project Environmental Scientist (Minimum Rating of 3)	5		
6. Ohio Certified Asbestos Inspector (Minimum Rating of 3)	5		
7. Senior Engineer	4		
8. Senior Hydrogeologist or Geologist	4		
9. Field Technician	2		
Total Points, Part C (Maximum 200):			

Part D: Offeror must provide their Contract Management Plan. Proposal Requirements for the Contract Management Plan will be evaluated based on the Offeror's response to the requested criteria.

TABLE 7 – OFFEROR'S CONTRACT MANAGEMENT PLAN

Proposal Requirements	Weight	Rating (0 to 5)	Extended Score
1. How mobilizations will be handled in an expeditious manner, and how work plans and subcontracting arrangements will be prepared in relation to the urgency of the proposed work	2		
2. How the number of people assigned to projects under this Contract will be determined, and what provisions will be made for ongoing multiple projects	2		
3. The availability of assigned personnel from the Offeror's Ohio office(s), and the availability of personnel and project resources from the Offeror's organization outside of Ohio	2		
4. A monthly report format that provides adequate information for the Contract Representative to clearly understand the services provided and site activities performed, including a brief summary of work accomplished, problems and delays encountered, corrective measures planned or implemented, and the work planned for the next month	2		
5. How subcontractors will be obtained	2		
6. Procedures for personnel changes	2		
7. Assignment of a Project Administrator to act as the Contract Representative's liaison to answer work-related questions, including a statement of the Project Administrator's qualifications and experience	2		
8. A statement agreeing to provide an Invoice and Cover Page Format as described in Supplement Four (5.5.4), and a statement agreeing to include all charges for each reporting period on the same invoice, including subcontractor services	2		
9. How billable hours for personnel working under different job categories will be addressed	2		
10. How travel time will be billed	2		
Total Points, Part D (Maximum 100):			

**TABLE 8 – TECHNICAL PROPOSAL CRITERIA EVALUATION WORKHEET,
TOTAL TECHNICAL SCORE**

Technical Criteria	Total Points
Part A (Maximum 200)	
Part B (Maximum 200)	
Part C (Maximum 200)	
Part D (Maximum 100)	
TOTAL TECHNICAL SCORE (Maximum 700)	

2.6 **PRESENTATIONS AND INTERVIEWS:** DAS may require top Offerors to prepare an oral presentation or to be interviewed. Such presentations or interviews will provide an Offeror with an opportunity to present their Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS and the Agency an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations or interviews will be scheduled at the convenience and discretion of DAS and the Agency. DAS or the Agency may record any presentations and interviews. The one (1) to three (3) highest scoring Offerors (maximum) may be required to participate. Interviews will be scheduled to be held in Columbus, Ohio at the vendor's expense, if applicable.

TABLE 9 – PRESENTATIONS AND INTERVIEWS

Criteria	Total Points
Oral Presentation (Maximum Points = 100)	
Interview (Maximum Points = 100)	
Total Presentations & Interviews (P & I) Score (Maximum 200):	

DAS Analyst will provide scoring criteria to suit the individual Work. Presentations and Interviews may be deleted if not needed.

2.7 **COST PROPOSAL POINTS:** DAS will use the information the Offeror submits on the Cost Summary Form to calculate Cost Proposal Points. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. "Cost" = 300 points identified in the Cost Summary section of Offeror's Proposal. In this method, the lowest cost proposed will receive the maximum allowable points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted Cost Proposal given the maximum number of points possible for this criterion. Other acceptable Cost Proposals will be scored as the ratio of the lowest Cost Proposal to the Proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as \$100.00 (Offeror X's cost) divided by \$120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

- 2.8 FINAL STAGES OF EVALUATION:** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points + *optional Presentations & Interviews (P&I) Points, if applicable*) will be recommended for the next phase of the evaluation.

Total Technical Score: _____ + Cost Score: _____ (+ Total P&I Score: _____) = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the Proposal evaluation phase.

- 2.9 REJECTION OF PROPOSALS:** DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in the interest of the State to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Work through a new RFP or by other means.

3.0 COST SUMMARY

- 3.1 SUBMISSION:** The Cost Summary shall be submitted with the Proposal (under separate cover labeled as the Cost Proposal). All prices, costs, and conditions outlined in the Proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for Proposals. No price change shall be effective without prior written consent from DAS, Office of Procurement Services.

The Offeror's total cost for the entire Work must be represented as the (analyst to determine: such as firm, fixed price or a not-to-exceed total). All costs for furnishing the services must be included in the Cost Proposal.

- 3.2 THE OFFEROR'S FEE STRUCTURE:** The Contractor will be paid as proposed on the Cost Summary after the Agency approves the receipt of product(s)/services and continued completion of all deliverables. All costs must be in U.S. Dollars.

- 3.3 REIMBURSABLE EXPENSES:** None; there will be no additional reimbursement for travel or other related expenses. (This can vary depending on the Work). The State will not be responsible for any costs not identified.

- 3.4 BILL TO ADDRESS:**

Contract Administrator
Division of Environmental Response and Revitalization
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, OH 43216-1049

COST SUMMARY FORM

Title: Investigation and Mitigation of Hazardous Waste Sites
RFP NO.: CSP904716
UNSPSC CODE: 76130000

OFFEROR: _____

Source of Funding: Third party funding, some portion of the Work under this Contract may be funded by the US Environmental Protection Agency.

The State cannot estimate its expenditures for this program; the following is a summary of dollars expended for the past several years. The state of Ohio provides no guarantee as to the actual amounts that may be spent annually in total or with individual Contractors awarded as a result of this RFP.

FY2015	\$241,258
FY2014	\$260,538
FY2013	\$297,750
FY2012	\$201,946
FY2011	\$374,761
FY2010	\$133,247
FY2009	\$245,300
FY2008	\$407,388
FY2007	\$140,674
FY2006	\$221,237

Supplements Two and Three give rate schedules, established by the State, specifying a "not-to-exceed" unit base cost for labor, equipment, material and supplies. The rate schedule will be used as the basis for establishing prices under the Contract.

The Offeror's cost proposal must consist of a single multiplier factor to be applied against the unit costs in Supplements Two and Three for billing and payment purposes. The same factor will be used for all unit prices listed. The multiplier, when applied to the unit costs in Supplements Two and Three, will be the total amount payable to the Offeror, if awarded a Contract, for each unit of each item in the schedule and will include the Offeror's overhead, profit and all other cost components.

Multiplier Factor for Supplement Two and Three:

*

*The Offeror shall not propose a Multiplier Factor having more than two digits after the decimal point. Digits beyond two placed after the decimal point shall be ignored by the State and will not be used in the Proposal Evaluation and any subsequent Award.

Mark-Up Rate for other Costs not found in Supplements Two and Three:

The Offeror's cost proposal must consist of a single mark-up rate to sub-contracted services, equipment, and supply costs not listed in Supplements Two and Three. Mark-up of costs may not exceed 12%. The Contractor will be allowed a mark-up based on the actual cost for services and/or items that are not listed in the Rate Schedule. The allowable mark-up will be applied to the cost of the item or service, excluding tax. The mark-up is not applied to any costs included in Supplements Two and Three.

*

*The Offeror shall not propose a Multiplier Factor having more than two digits after the decimal point. Digits beyond two placed after the decimal point shall be ignored by the State and will not be used in the Proposal Evaluation and any subsequent Award.

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.

4.0 AWARD OF THE CONTRACT

- 4.1 **CONTRACT AWARD:** DAS intends to select Offeror(s) for the award the Contract based on the schedule in the RFP, if DAS decides the Work is in the best interests of the State and has not changed the award date. Final award of the Contract is contingent upon the Offeror(s) completion of Special Provisions 4.4.1 (Generic Contract Quality Assurance Project Plan) and 4.4.2 (Field Standard Operating Procedures). If a selected Offeror does not successfully complete these Special Provisions, then DAS reserves the right to withdraw the selection of the Offeror and return to the original RFP process and evaluate any remaining Offeror's Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

DAS expects the Contractor to commence the Work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the Work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror's Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

- 4.2 **CONTRACT:** If this RFP results in a Contract award, the Contract will consist of this RFP including the Terms and Conditions, all forms, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and amendments issued under the Contract. The general terms and conditions for the Contract are contained in the following link:

<https://procure.ohio.gov/Zip/5.3%20Terms%20and%20Conditions.pdf>

If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. The one-page Contract Signature Page, Form 5.2.2
2. The RFP, as addended, including the Terms and Conditions;
3. The documents and materials incorporated by reference in the RFP;
4. The Executive Order. EO2011-12K incorporated by reference in the RFP;
5. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
6. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

- 4.3 **ECONOMIC PRICE ADJUSTMENT:** The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that are already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

4.4 SPECIAL PROVISIONS

- A.** Generic Contract Quality Assurance Project Plan (QAPP): Upon notification of being selected for the award of the contract, the Offeror must provide a copy of a generic Contract Quality Assurance Project Plan (QAPP) on CD in PDF format within ten (10) working days of the selection notification date. The generic Contract QAPP format should be consistent with the most recent version of U.S. EPA's *Guidance for Quality Assurance Project Plans (QA/G-5)*, EPA/240/R-02/009. Ohio EPA will review the generic Contract QAPP within ten (10) working days of the receipt date and provide the Offeror comments and a schedule for revisions if necessary. Final award of the contract will be contingent upon Ohio EPA's approval of the final generic Contract QAPP.
- B.** Field Standard Operating Procedures (FSOPs): Upon notification of being selected for the award of the contract, the Offeror must provide a copy of their Field Standard Operating Procedures (FSOPs) on CD in PDF format within ten (10) working days of the selection notification date. Ohio EPA recommends that the FSOP format should be consistent with the most recent version of U.S. EPA's *Guidance for Preparing Standard Operating Procedures (QA/G-6)*, EPA/600/B-07/001. Ohio EPA will review the FSOPs within ten (10) working days of the receipt date and provide the Offeror comments and a schedule for revisions if necessary. Final award of the contract will be contingent upon Ohio EPA's approval of the final FSOPs.

At a minimum, the following FSOPs should be submitted:

1. Initial Site Entry
 2. Utility Clearance
 3. Soil Classification, Description and Logging
 4. Sample Headspace Screening Using a Photoionization Detector
 5. Soil Sampling (including procedures for bulk or jar collection method and Method 5035/5035A, the collection of soil samples using air-tight coring containers or 40 ml vials)
 6. Ground Water Sampling (including procedures for volumetric and low-flow/low-stress methods)
 7. Surface Water Sampling
 8. Sediment Sampling
 9. Soil Gas Sampling
 10. Indoor Air Sampling
 11. Sample Custody and Handling
 12. Sampling Equipment Decontamination
 13. Boring and Monitoring Well Decommissioning
 14. Well Development
 15. Air Monitoring Equipment Use
 16. Water Quality Monitoring Equipment Use
 17. Global Positioning System (GPS) Equipment Use
 18. Field Activity and Data Documentation
- C.** Increased Cost Multiplier Incentive: Ohio EPA may offer the Contractor an increased cost multiplier incentive for exceeding Contract performance standards certain projects, e.g., completion of a high priority project within an expedited schedule. The amount of the potential cost multiplier increase and the terms and conditions under which the Contractor may receive an increased cost multiplier are entirely at the discretion of Ohio EPA.

5.0 LINKS to be applicable to all Proposals and subsequent award(s), including sections named below.

5.1 Instructions

- 5.1.1 Proposal Instructions
- 5.1.2 Evaluation of Proposals
- 5.1.3 Proposal Format & Documentation Required

5.2 Forms

- 5.2.1 Offeror Required Information
- 5.2.2 Contract Signature Page
- 5.2.3 Offeror Profile
- 5.2.4 Offeror Prior Projects
- 5.2.5 Offeror's Candidate References
- 5.2.6 Offeror's Candidate Education, Training, Experience
- 5.2.7 Offeror Performance Form
- 5.2.8 Contractor/Subcontractor Affirmation and Disclosure

5.3 Terms and Conditions

- 5.3.1 Performance and Payment
- 5.3.2 Work and Contract Administration
- 5.3.3 Ownership & Handling of Intellectual Property & Confidential Information
- 5.3.4 Representations, Warranties and Liabilities
- 5.3.5 Acceptance and Maintenance
- 5.3.6 Construction
- 5.3.7 Law & Courts

5.4 ADDITIONAL RESOURCES:

- EOD Reporting <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>
- Office of Budget and Management <http://obm.ohio.gov/LandingPages/Vendor/default.aspx>
- Office of Procurement Services <http://procure.ohio.gov/proc/index.asp>
- Ohio Shared Services <http://www.ohiosharedservices.ohio.gov/Home.aspx>
- Ohio Business Gateway <http://business.ohio.gov/>
- Ohio Secretary of State <http://www.sos.state.oh.us/SOS/Businesses.aspx>

5.5 AGENCY SUPPLEMENTS (links):

- 5.5.1 [Supplement One, Labor Classifications & Personnel Qualifications](#)
- 5.5.2 [Supplement Two, Labor Rate Table](#)
- 5.5.3 [Supplement Three, Equipment Rate Table](#)
- 5.5.4 [Supplement Four, Invoice and Cover Page Sample Format](#)

All links are subject to change in accordance with state of Ohio laws, Ohio Revised Code, Ohio Administrative Code, Executive Orders or any other updates issued by the state of Ohio, Department of Administrative Services, and the Office of Procurement Services. It is the Offeror's responsibility to read and be aware of any changes, corrections, updates or deletions to any information included in the link(s) above.

6.0 GUIDE FOR PROPOSAL SUBMISSION

This guide outlines steps for submission of a Proposal in response to the advertised Request for Proposal. This guide does not contain the complete instructions for preparing and submitting a Proposal and anything stated herein shall not be considered a term or condition of the Contract. The complete instructions can be found in section 5.1.1, Proposal Instructions.

- 6.1 _____ Read the entire document, including all Web site links. Note critical items such as: Mandatory Requirements; goods or services required, submittal date and time; number of copies to submit; contract requirements; reporting requirements; minimum qualifications; read and understand the terms and conditions.
- 6.2 _____ Take advantage of the “question and answer” period specified in the schedule of events. Questions must be submitted on-line in the Inquiry Process as explained in the Instructions. See section 5.1.1, Proposal Instructions.
- 6.3 _____ Follow the format required in the RFP Instructions when preparing the response in chronological order. Provide point-by-point responses to all sections in a clear and concise manner. See section 5.1.3, Proposal Format & Documentation Required.
- 6.4 _____ Use the forms provided; i.e. Signed RFP Cover Page, Offeror Required Information, Contract Signature Page, Offeror Profile and Prior Projects, Key Personnel forms, Disclosure Form, and Cost Summary Form, See section 5.2, Forms.
- 6.5 _____ Provide complete answers/descriptions. Do not assume the State or any evaluation committee member will know what the Offeror’s capabilities are or what items/services the Offeror can provide, even if previously contracted with the State. The Proposals are evaluated based solely on the information and materials provided in the Offeror’s response.
- 6.6 _____ Check the State’s Web site for RFP addenda. It is the responsibility of the Offeror to be aware of additional information posted on the Web.
- 6.7 _____ The following documents may be submitted with the Proposal or within five (5) business days of request from the Office of Procurement Services: Affirmative Action and proof of insurance. No award will be made without this documentation. Offeror’s Proposal may be eliminated from further consideration upon failure to submit within the specified time frame
- 6.8 _____ If not a current vendor of the state of Ohio, the Offeror will download both the W-9 and Vendor Information Form and submit to Ohio Shared Services (OSS) at vendor@ohio.gov. See section 5.4, Additional Resources.
- 6.9 _____ Review and read the RFP Document again to make sure that you have addressed all requirements. Read and understand Supplements, if applicable. Offeror’s original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and used to score the response.
- 6.10 _____ Offeror’s response must be submitted on time. Late Proposals are never accepted. Make sure the response is labeled on the exterior of the envelope/package with the RFP# and due date, and whether the packet is for the Technical Proposal or the Cost Proposal. Do not place the Cost Proposal in the Technical Proposal.