PROPOSAL SPECIFICATION PACKAGE
REMEDIATION
Revised: June 2009

SECTION 1.0 - PROPOSAL PROCESS INFORMATION

1.1 PURPOSE

On behalf of the Owner/Operator (O/O), the New Mexico Environment Department (Department) is soliciting proposals from qualified Contractors to implement a pre-approved workplan that will address the contamination specified by the Department. The workplan must meet the requirements of 20.5 NMAC, effective June 15, 2009. The response to this Request for Proposals (RFP) shall include a scope of work and must be signed by a person authorized to contractually obligate the organization.

1.2 OBJECTIVES

1.2.1 To provide information necessary for the preparation of competitive proposals by qualified firms, as defined in 20.5.16 NMAC.

1.2.2 To provide for a fair and objective evaluation of proposals.

1.2.3 To result in a contract between the O/O and the Contractor to provide the services as described in Sections 3.0 and 4.0 of this RFP.

1.3 INQUIRIES

1.3.1 All written inquiries concerning this RFP must be submitted to:

New Mexico Environment Department

Petroleum Storage Tank Bureau

1301 Siler Road, Building B

Santa Fe, New Mexico 87507

Attn: John Kovacs

1.3.2 All inquiries must be received no later than one week prior to the proposal submittal deadline.

1.3.3 Answers to all written questions, along with the questions themselves, will be distributed to all participating prospective Contractors.

1.3.4 In all cases, no verbal communication will override written communications and only written communications are binding.

1.4 REVISIONS TO THE REQUEST FOR PROPOSAL

In the event it becomes necessary to revise any part of this RFP, revisions will be provided to all Contractors.

1.5 SUBCONTRACTORS

If the Contractor intends to subcontract any part of the work to be performed under this RFP, the Contractor is responsible for assuring the subcontractors possess all appropriate licenses as required by the State of New Mexico. The proposed subcontractor(s) must be named in the RFP.

The Department will not accept proposals from contractor teams or partnerships. With Department approval and after the contract award, the winning contractor may subcontract work to additional qualified firms. The winning contractor will be responsible for the quality and timeliness of any work performed by a subcontracted firm.

1.6 SUBMISSION OF PROPOSAL

One (1) sealed copy of the proposal must be received by the owner/operator listed on the Project Information Sheet and three (3) sealed copies must be received by the Petroleum Storage Tank Bureau no later than 3:00 p.m. Mountain Daylight

Savings Time on the date specified in the Project Information Sheet. Proposals must be addressed to:

New Mexico Environment Department

Petroleum Storage Tank Bureau

1301 Siler Road, Building B

Santa Fe, New Mexico 87507

Attn: John Kovacs

1.6.1 The envelope must be prominently marked to indicate "**SEALED PROPOSAL – Mr. Gas 282** in bold letters. The name of the firm submitting the proposal must also be prominently marked on the envelope.

1.6.2 Late proposals will not be accepted and will be returned to the Contractor.

1.6.3 Responsive proposals must not exceed 15 pages, exclusive of any figures, charts, and a Health and Safety Plan, etc. Use at least a size 12 font.

1.7 WITHDRAWAL OF PROPOSALS

A Contractor may withdraw a proposal at any time.

1.8 TERM OF PROPOSAL

All proposal costs shall be firm for a period of ninety (90) days after the proposal due date to allow time for evaluation of all proposals and to make an award.

1.9 DISPOSITION OF PROPOSALS

All proposals become the property of the State of New Mexico upon receipt and will not be returned to the Contractor unless requested in writing. The Department will hold all proposals requested to be returned for a period of 30 days. The State of New Mexico shall have the right to use all ideas or adaptation of ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

1.10 NOTIFICATION OF EVALUATION RESULTS

After evaluation of the proposals, the O/O will be notified in writing of the approved scope of work and associated costs for the Project. All Contractors who submitted proposals will be notified in writing.

1.11 EVALUATION CRITERIA

A Department appointed evaluation team will evaluate the Conceptual Remediation Proposals (CRP). The initial evaluation will be based solely on technical merit for inclusion on a "short list". Consultants whose CRPs are chosen for inclusion on the "short list" may be required to make a presentation to the Petroleum Storage Tank Bureau (PSTB) Task Force and the evaluation team. The evaluation team shall then select from the "short list" the most responsive CRP, evaluated on the basis of technical merit and cost effectiveness. The final determination of approved costs for the project will be in the best interest of the Department.

1.12 CONFLICTS OR AMBIGUITIES

Contractors shall notify the Department immediately if conflicts or ambiguities are found in the RFP. Failure to do so prior to the specified closing date may result in these items being resolved in a manner deemed to be in the State's best interest as judged by the Department's Petroleum Storage Tank Bureau.

SECTION 2.0 - CONTRACT INFORMATION

2.1 RESPONSIBILITIES

2.1.1 The O/O is responsible for assuring the corrective action is conducted in accordance with the Department specifications described in Sections 3.0 and 4.0 of the proposal specification package.

2.1.2 The O/O and the Contractor selected to perform this scope of work are responsible for maintaining the initial project costs approved by the Department. Any change orders to the workplan must be approved in writing by the

Department prior to the Contractor commencing work.

The O/O and the Contractor are responsible for securing and complying with any and all federal, state or local permits and regulations regarding the proposal specifications.

The O/O and the Contractor are responsible for locating utilities prior to the commencement of investigation or remediation activities.

2.2 ERRORS IN PREPARATION

The Contractor is responsible for any mathematical error or incorrect extension of any calculations in the Contractor's price quote.

2.3 COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances and all provisions required thereby to be included herein, are hereby incorporated by reference. The Contractor agrees to indemnify and hold the O/O and the Department harmless from any loss, damage, or liability resulting from the violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

2.4 SEVERABILITY

The invalidity in whole or part of any provision of the contract shall not void or affect the validity of any other provision.

2.5 ASSIGNMENT, TRANSFER, CONVEYANCE, AND DISPOSAL

The Contractor shall not assign, transfer, convey, or dispose of any contract resulting from this RFP, or its rights, title, interest, or power to execute such assignments to any other person, company, corporation, or entity.

2.6 INSURANCE

The Contractor shall maintain, at its expense during the term of the contract, the following insurance covering the services to be performed under this contract:

2.6.1 Worker's compensation insurance-statutory.

2.6.2 Employers liability insurance in the minimum amount of $500,000.00 per occurrence with a $1,000,000.00 aggregate.

2.6.3 Comprehensive general liability insurance of $2,000,000.00 per occurrence (annual) with a $1,000,000.00 for bodily injury, each person, to a maximum of $2,000,000.00 each occurrence (annual).

2.6.4 The Contractor shall furnish evidence that each motor vehicle to be used by the Contractor pursuant to this Contract is covered in the minimum amount of $500,000.00 for bodily injury to, or death of, one person in any one accident, and subject to said limit for one person. In addition, a limit of $1,000,000.00 for bodily injury to, or destruction of property of others in any one accident must be provided.

2.7 INDEMNIFICATION

Neither the O/O or the Department shall be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any worker or other person in the employment of the Contractor or any subcontractor, save and except an accident or injury resulting from a willful negligent act or default of the O/O or the Department. The Contractor shall indemnify and keep indemnified the O/O and the Department against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

2.8 COMMUNICATION AND NOTICES

Any written notice to the Contractor shall be deemed sufficient when deposited in

the United States mail, postage prepaid, and addressed to the Contractor at its address listed on the signature page of the contract or at such address as the Contractor may have requested in writing or which is hand carried and presented to an authorized employee of the Contractor at its address as listed on the signature page of the contract.

2.9 TERMINATION

2.9.1 The O/O or Contractor may terminate the contract resulting from this RFP at any time when either Party fails to carry out its obligations under the provisions of this RFP or to make substantial progress under the terms specified in the RFP and the resulting proposal and contract.

2.9.2 The O/O shall be obligated only for the services performed in accordance with the RFP specifications prior to the date of termination notice.

2.10 WAIVER

In the event of breach of contract or any provision thereof, the failure of the O/O to exercise any of its rights or remedies under this contract shall not be construed as a waiver of any such provision of the contract breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law.

SECTION 3.0 - STATEMENT OF WORK

3.1 GENERAL INFORMATION

3.1.1 The following information is provided to assist the O/O and/or the Department in obtaining proposals for the scope of work necessary to address the site specific remediation needs. ***Performance-based criteria are required in proposals for all remediation activities.***

3.1.2 The Contractor shall not modify the scope of work without specific written approval from the Department. Any modifications to the proposal must be approved in writing by the Department prior to initiation of work. Any

additional expenses requested on performance-based work may be paid only if incurred because of *force majeure*.

The Department reserves the right to reject any modifications to the proposal.

Pursuant to the requirements of 20.5.17.15.C.3 NMAC, each proposal submitted in response to this RFP must contain a notarized affidavit signed by the bidding firm certifying under oath that the bidder has participated and will continue to participate in the competitive contractor selection process as described in 20.5.17 NMAC and NMSA 1978, Section 74-6B-7C without misrepresentation and without collusion with other contractors during the entire solicitation, evaluation and selection process.

3.2 SITE INFORMATION

3.2.1 The Contractor shall review the site-specific information for each site and conduct the work described therein following the requirements outlined in this document.

3.2.2 Specific questions regarding this RFP should be submitted in writing to the Department Project Manager. Inquiries may be faxed and must reference the specific project. In all cases, no verbal communication will override written communications and only written communications are binding.

3.3 CONCEPTUAL REMEDIATION PLAN (CRP) SUBMITTAL

3.3.1 The CRP shall be submitted in the format described herein and shall contain all requested information. Additional information may be included as needed.

3.3.2 The CRP must include a conceptual design, site-specific technology, site specific performance criteria and remedial objectives for all contaminants of concern.

3.3.3 The Contractor must use data obtained during all investigation phases to develop a CRP that will recommend the most suitable and cost-effective remediation strategy, along with justification for the strategy chosen, based on a cost analysis and site specific criteria.

3.4 FINAL REMEDIATION PLAN (FRP)

After Department approval and selection, and pursuant to 20.5.12.36 NMAC, the Contractor shall develop and submit, in accordance with a timeline issued or approved by the Department, three copies of a FRP completed.

3.5 ENGINEERING SERVICES

3.5.1 The professional engineer shall perform the professional services necessary to accomplish the work specified in the proposal. The Department's professional engineer shall review all engineered stamped drawings and shall either concur, disapprove or recommend modifications to all design drawings, specifications, reports, and other services provided to the Department. This review and concurrence process shall not in any way relieve the contractor's professional engineer of responsibility for the technical adequacy of the work. There shall be no right of action or claim by the engineer, O/O or any third party beneficiary because of the Department's review, approval, acceptance of, or payment for work by a professional engineer.

3.5.2 The standard of care for all professional engineering and related services performed or furnished by the professional engineer shall be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. The Department shall not accept any warranties, expressed or implied, in connection with the professional engineer's services.

3.5.3 The O/O shall provide the professional engineer with site access in order for the professional engineer to review the work of the contractor as construction progresses and to ascertain that the contractor's work is conforming to the plans and specifications previously approved by the Department. The O/O shall, in connection with observations of the contractor's work while it is in progress, allow the professional engineer visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the contractor's executed work. Based on the information obtained during such visits and observations, the professional engineer shall determine in general if the work is proceeding in accordance with the engineering plans and specifications and notify the O/O. The O/O shall keep the Department informed of the progress and

quality of the work at the site.

3.6 ENGINEERING PLANS AND SPECIFICATIONS

3.6.1 Pursuant to the requirements of 20.5.16.11 NMAC, the firm's qualification requirements shall include licensure by the New Mexico State Board of Licensure for Professional Engineers and Surveyors in the discipline of engineering appropriate to the corrective action. This requirement may be met by demonstrating that the firm has on staff or available by contract a professional engineer licensed in the appropriate discipline.

3.6.2 The design and engineering of the FRP must be executed under the supervision of a professional engineer registered to practice engineering in the State of New Mexico. Pursuant to the requirements of 20.5.12.36.B NMAC, all drawings, plans and diagrams in the FRP must be signed and sealed by a professional engineer registered to practice in the State of New Mexico.

3.6.3 The FRP must include all items identified in 20.5.12.36 NMAC. Pursuant to 20.5.12.36 NMAC, the FRP must include at a minimum, the following:

A site plan, drawn to scale of no less than 1 inch equals 40 feet, showing all existing buildings, structures, paved areas, utilities, buried utility trenches, former and existing Petroleum Storage Tanks, other sources of contamination, extent and magnitude of contamination, and existing and proposed monitoring wells,

A cross section showing contaminant mass in relation to the proposed remediation strategy and a topographic map showing the site in relation to existing and foreseeable future receptors,

An FRP implementation schedule,

A schedule for remediation of source areas, protection of receptors and for achieving target concentrations,

A design and schedule for optimization,

A contingency plan in case of a change in site conditions,

Copies of all permits, permit applications, and property access agreements,

Public notice, and

For sites where contaminated media are being removed, a description of the ultimate disposal site of contaminated media, location of excavation and trenching and methods for site control.

3.6.4 Pursuant to 20.5.12.36 NMAC, all FRPs that include mechanical or electrical

equipment, engineered fill, pinning, shoring or slope stability analysis shall include the following:

A complete and definitive engineering design for a mechanical, electrical or constructed system, including drawings, plans, diagrams and specifications, which are signed and sealed by a registered State of New Mexico professional engineer,

Process and instrumentation diagrams,

Mechanical arrangement plans and elevations,

Details of vapor or fluid extraction or injection wells,

Mechanical equipment list and specifications with spare parts list, performance requirements, maintenance requirements and schedule,

Electric power requirements including a one-line diagram and schematics,

Operation and maintenance commitments and schedules, and

All plans, diagrams, and specifications that are necessary to properly construct and operate the remedial system in accordance with the FRP including, but not limited to, requirements for:

Trenching and protection from traffic,

Concrete repair and replacement,

Protection of equipment from weather and vandalism,

Location and protection of underground utilities,

Property restoration.

3.6.5 Pursuant to the requirements of 20.5.12.38.B NMAC, unless otherwise approved by the Department, conformance with the FRP including the installation, commissioning, and operation of the remediation system shall be the responsibility of a registered State of New Mexico professional engineer. In addition, pursuant to the requirements of 20.5.12.39 NMAC, when required by the Department, all adjustments to the remediation system operation shall be performed under the direct, responsible, supervisory control of a professional engineer.

3.6.6 Evaluation of site data to determine progress and efficacy of the remediation system and adjustments to system operation shall be completed under the direct responsible supervisory control of a registered State of New Mexico professional engineer.

3.7 REMEDIATION SYSTEM OPERATION, MAINTENANCE AND

MONITORING REQUIREMENTS

3.7.1 The Contractor must implement the FRP as designed, within the approved cost for the site.

3.7.2 At sites requiring the installation of a remediation system, the Contractor must provide detailed specifications for all operations, maintenance and monitoring requirements. The Contractor is responsible for performing all of the normal remediation equipment operation and maintenance within the total project cost. The Contractor must include all applicable system operational parameters including, but not limited to, flow rate, vacuum, pressure, and temperature. In addition, the following information is required:

System start-up requirements,

All routine operation and maintenance required on system,

All labor required to complete all tasks in this section, and

All other items necessary to implement the FRP.

3.7.3 If applicable, Standard Operating Procedures for the following technical procedures must be submitted:

Drilling and decontamination procedures,

Procedures for field analysis of samples,

Laboratory sample collection and handling methods,

Well development procedures,

Waste handling and disposal methods,

Hydrologic test methods,

Unsaturated zone test methods,

All other technical procedures described herein or proposed by the Contractor,

Drill rig specifications,

Quality Assurance and Quality Control (QA/QC) plan,

Site Health and Safety Plan, and

List of all subcontractors with a description of their duties and qualifications.

3.8 PERMITS

3.8.1 The Contractor is fully responsible for filing and obtaining all local, state, and

federal easements and permits necessary to implement the FRP.

3.8.2 Upon receipt of all permits and easements, the Contractor must submit a copy of each to the owner or operator and the Department's Project Manager. All permits must be obtained in a timely manner.

3.9 PROPERTY ACCESS

3.9.1 The Contractor must obtain written permission from any and all property owners necessary to conduct any additional investigatory work and to implement the FRP.

3.9.2 The Contractor must notify the Department's Project Manager in all instances where authorization for property access is denied.

3.10 PROPERTY RESTORATION

During implementation of the FRP or any additional investigatory work or testing, the Contractor is responsible for the repair of any property damaged or destroyed. The damaged property must be returned to its original condition within 30 calendar days after the damage or destruction has occurred.

3.11 PILOT TESTING AND/OR ADDITIONAL INVESTIGATORY WORK

3.11.1 Prior to development of the FRP, the Contractor shall conduct additional investigatory work if such work is necessary for design and implementation of the Remediation system. The work must be conducted in accordance with all criteria outlined in this document and in the 20.5 NMAC and must be approved by the Department in advance of commencement of the work.

3.11.2 The Contractor shall treat and dispose of all waste soils and wastewater generated during the additional investigatory work, remedial work and pilot tests in accordance with all local, state, and federal statutes and regulations. The Contractor is responsible for contacting the appropriate agencies to obtain disposal approval of waste soil and wastewater generated. All contacts with these agencies must be written. The costs related to such disposal must be included within the FRP.

3.11.3 The Contractor shall conduct an aquifer hydrologic test, pilot test, unsaturated zone tests (soil vapor extraction test and/or biovent test) and/or an air sparge test, etc., if such tests are necessary for design and implementation of the remediation

system.

3.11.4 Pursuant to 20.5 NMAC, the authorized representative of a Department Qualified Firm must exercise direct responsible supervisory control for all field activities. The Contractor will evaluate, describe, and record the lithology, moisture content, and all other observations related to the geology of the site and contamination detected during drilling activities. The authorized representative shall evaluate all data collected during this phase of work.

3.11.5 The Contractor shall prepare and submit a report covering the findings and results from the additional investigatory work and tests. The report shall include, at a minimum, pilot test results, analytical data, cross sections, isoconcentration maps, and proposed remedial technologies with adequate documentation of remedial effectiveness and cost effectiveness.

3.12 DRILLING AND SAMPLING

3.12.1 It is the full responsibility of the Contractor to evaluate the specific site geology and other relevant information in order to determine the most appropriate drilling method including hollow stem auger, direct push technology, rotary, percussion hammer or other method that has been approved by the Department to meet the requirements of the contract.

3.12.2 Each borehole completed as a monitoring well must be completed in accordance with the well construction policy set forth in the Petroleum Storage Tank Bureau, Guidelines for Corrective Action (PSTB Guidelines) (also American Society for Testing Materials (ASTM) D5092-90 and State Engineer Office Regulations).

3.12.3 The authorized representative of a New Mexico Environment Department Qualified Firm must exercise direct responsible supervisory control for the project. Field personnel shall evaluate, describe, and record the lithology, and all other observations pertinent to the geology of the site and contamination detected during drilling activities.

3.12.4 Soil borings shall be continuously cored/sampled where appropriate or as requested by the Department. No composite samples will be allowed.

3.12.5 All sample collection, screening and preservation protocols must adhere to the most recent PSTB Guidelines.

3.13 WORK NOTIFICATION REQUIREMENTS

The Contractor shall notify the owner or operator, the Department's Project Manager, and the appropriate Department District Office, by telephone or in

writing, 96 hours prior to the initiation of any work at the site. The notice shall include the date and time the work is to begin and a schedule of implementation.

3.14 DEADLINES AND NOTICE TO PROCEED

3.14.1 The Contractor shall submit the FRP within 30 days after the CRP has been approved, in writing, by the Department or in accordance with a timeline issued or approved by the department.

3.14.2 The Department will review the FRP and provide written comment, or if approved, written authorization for the Contractor to proceed with the FRP.

3.14.3 The Contractor shall proceed with field activities after the Department has approved, in writing, the FRP.

3.14.4 Pursuant to 20.5.12.38 NMAC, the Contractor shall install and operate the remediation system in accordance with the FRP with a timeline issued or approved by the Department.

3.14.5 Time extensions to the implementation of the FRP schedule may be allowed. All requests for time extensions must be submitted in writing to the Department's Project Manager prior to the deadline for which the time extension is sought. A request for an extension of time must meet the criteria detailed in 20.5.12.45 NMAC.

SECTION 4.0 - DELIVERABLES

4.1 AS-BUILT REPORT

4.1.1 The Contractor shall submit the As-Built Report following FRP implementation. Pursuant to the requirements of 20.5.12.38.D NMAC, following the installation and start-up of any final remediation system with electrical or mechanical components, engineered fill, pinning, shoring or slope stability analysis, as-built drawings must be submitted with all drawings signed and sealed by the professional engineer registered to practice in the State of New Mexico. The signed and sealed as-built drawings shall show any deviations from the drawings and specifications included in the Final Remediation Plan. All variances must be approved by the Department in writing prior to the commencement of work. In addition, the as-built drawings must include a tabulation of pertinent data including, but not limited to flow rates, pressures, temperatures, and contaminant concentrations and groundwater elevations during start-up, and all boring logs and well completion diagrams for wells completed during system installation.

The as-built drawings must contain an inventory of all purchased major remediation equipment, including serial numbers and purchase price.

4.1.2 The As-Built Report shall be a comprehensive description of all activities conducted at the site under this contract. If major remediation equipment, as defined in 20.5.17.7.B.2 NMAC, is installed at a site, the As-Built Report shall include the equipment manufacturer name, model number, serial number, and cost to the Department. The Contractor shall discuss in detail the remediation system start-up, identifying and explaining operational adjustments made for optimum system performance. The Contractor shall discuss actual system operation and effectiveness as compared to expected parameters used for the remedial design. The Contractor shall describe the observed performance of the remedial system. In addition, the as- built report shall describe and discuss handling, storage, treatment, and disposal of wastes generated by the remedial method implemented.

4.2 QUARTERLY REPORTS

4.2.1 The Contractor shall include all information, data and maps required by 20.5 NMAC and as requested by the Department.