

The City of Merced

REQUEST FOR PROPOSALS

Proposal/Quote due 4:00 P.M., August 11, 2023 for

Environmental Services

The City of Merced (City) is soliciting proposals to perform environmental services for a PFAS/PCE groundwater investigation project at the Merced Regional Airport. Proposals will be accepted at the Merced Development Services Department - Engineering, 678 W. 18th Street, Merced, California, until **4:00 p.m. on Friday, August 11, 2023.**

ENVIRONMENTAL INVESTIGATION

Background: Airport Hazardous Waste Site Description

The City has been working since the 1980's to investigate and remediate contamination at the Merced Regional Airport hazardous waste site. The site contains contaminants from petroleum hydrocarbons, solvents and other volatile substances from a fire department training area. Investigation of the site has been implemented, and in 2004, a City consultant performed remediation by injecting the site with a "hydrogen-releasing compound" to accelerate natural degradation of the contaminants. This action has had a positive effect in reducing contaminant concentrations at the site, but the chlorinated solvent PCE has persisted in groundwater. Regional Water Quality Control Board – Central Valley Region (RWQCB) staff have acknowledged that the contaminant concentrations have declined and they have reduced groundwater sampling and reporting requirements to lower project costs. However, the residual levels of PCE still exceed the Board's water quality objectives and they require additional monitoring.

Current Project Status:

The City is not conducting cleanup actions at the site and is performing "long term" groundwater monitoring only. Monitoring and Reporting Program (MRP) requirements have been issued by the RWQCB and are incorporated into this request for proposals – refer to Attachment 1: Monitoring and Reporting Program No. R5-2011-0808. The proposed work includes performing two (2) semi-annual groundwater monitoring/sampling events and submitting reports in accordance with the MRP for one year (two total sampling/reporting events). The contract period will be from July 2023 – June 2024.

In a July 1, 2022, correspondence (Attachment 2), the RWQCB indicated its intent to revise the MRP to include additional site investigation for perfluoroalkyl substances (PFAS.) Upon receiving the RWQCB's new requirements, the City intends to issue a contract amendment to the successful proposer to add the new work.

Proposed Scope of Services to include:

Project Groundwater Sampling

This task will include activities related to obtaining groundwater data and facilitating the reporting of this data to the Regional Water Quality Control Board – Central Valley Region (RWQCB). Activities within this task will include:

- Qualified environmental consulting firm (Consultant) shall perform two (2) semi-annual sounding/sampling events of the project monitoring wells in accordance with RWQCB's Monitoring and Reporting Program No. R5-2011-0808 (3rd Qtr 2023 through 1st Qtr 2024);
- NOTE on MRP: well BZW-2 is annual (listed twice), well MW-19 is annual (omitted);
- The Consultant shall complete and maintain field purging and sampling records in accordance with standard environmental practice;
- The Consultant shall complete and maintain groundwater sampling Chain-of Custody documentation in accordance with standard environmental practice;
- The Consultant shall submit samples to the laboratory and ensure proper management in accordance with standard environmental practice;
- One trip blank sample and one equipment blank sample shall be obtained per event and submitted for laboratory analysis;
- The Consultant shall provide traffic control services for wells in streets consisting at a minimum of traffic cones and signs (work ahead or equivalent);
- The Consultant shall dispose of well purge/decon water on site in areas that will be identified by the City Project manager (as currently permitted by the RWQCB).

Project Semi-Annual Reporting

This task will include activities related to drafting and submitting semi-annual reports to the RWQCB (with copy to City and GeoTracker upload). Activities within this task will include:

- Consultant shall draft and submit two (2) semi-annual reports in accordance with the RWQCB's Monitoring and Reporting Program No. R5-2011-0808 (3rd Qtr 2023 and 1st Qtr 2024);
- The Consultant shall submit via email draft report copies to the assigned City project manager for review and comment no less than three weeks prior to the reporting deadlines as specified in Monitoring and Reporting Program No. R5-2011-0808. Consultant shall submit final copy to the RWQCB, City and Geotracker by reporting deadlines;
- The Consultant's reports shall include all information that is identified and required in the MRP. The City will provide historical project data to be included in reports as required (see Administrative Requirements below);
- Consultant shall submit all required electronic reports to the State Geotracker database in accordance with Board's Monitoring and Reporting Program No. R5-2011-0808 (3rd Qtr 2023 and 1st Qtr 2024).

Proposers are advised to consult the following reference to obtain information on the Project site location, well locations, construction and depth to water data, and report format:

California State Water Resources Control Board GeoTracker database for the **Merced Muni Airport** site, **Global ID #SL185232902** (go to Site Maps/Documents tab and look for Groundwater Monitoring Reports.)

Work Requirements- Technical and Administrative:

The scope of work involves adherence to various regulatory requirements for environmental assessment activities. The following sections detail technical and administrative requirements for the proposal and contracted work that supplement the above discussed services.

Technical Requirements-

- The contracted work is to be performed under the direction of an appropriately licensed individual for geologic/groundwater investigations in accordance with the State of California Business and Professions Code (as required in MRP). The signature and professional seal (stamp) of the individual in responsible charge for the contracted work shall be submitted in the reports;
- The Consultant shall be responsible for selecting an appropriately accredited environmental laboratory to perform the required groundwater samples analyses;
- The Consultant shall be responsible for delivering samples to the laboratory in a manner that meets all applicable sample holding time protocols;
- All well monitoring/purging/sampling/laboratory activities will conform to standard environmental practice, and conform to RWQCB requirements. **Should the RWQCB reject any work as unacceptable, the consultant shall be responsible for re-sampling and incur all associated costs for bringing project into regulatory compliance;**
- The Consultant shall return the site and areas affected during work to their pre-field work condition;
- The Consultant shall be responsible for compliance with applicable provisions of California Code of Regulations, Title 8, 5192, and 29 CFR 1910.120, including but not limited to:
 - Contractor staff shall be 40 Hour Hazwoper certified and maintain documentation of such (and 8 hour annual refresher) at the job site (to be submitted to regulatory staff upon demand);
- Past sampling methods have included submersible pumps, Waterra systems, etc. The Consultant is responsible for choosing and providing well purging and sampling methodologies and equipment as applicable to the project, in accordance with regulatory standards and general environmental investigation practice (note: passive sampling devices are not approved);
- Sounding/sampling of wells at the site shall be performed in accordance with the following:
 - All of the wells shall be sounded on the same day and prior to initiating purging/sampling activities;
 - Wells will be maintained in a secure manner throughout the project. Consultant shall notify the City if maintenance/repair is needed;
 - If a site well is inaccessible during an event the consultant shall communicate this to the City project manager for instructions.

Full compensation for conforming to the technical requirements of the above section shall be considered as included in the lump sum price paid for the contracted work and no additional compensation will be made.

Administrative Requirements-

- Consultant shall draft and submit two (2) semi-annual reports in accordance with Monitoring and Reporting Program No. R5-2011-0808 requirements:
 - Consultant shall manage technical work product/data reporting to regulatory agencies and California GeoTracker database (including laboratory EDF and Geo_Report submittals);
 - The City will supply PDF scanned copies of historical data/documents to be included in the CD or DVD copy listed in MRP “Reporting” Items 7. (e) and (g). Consultant shall prepare data tables for “last five years” in print copy as required;
 - For MRP “Reporting” Item 7. (f), consultant shall determine gradients and produce new table as required [vertical gradients using well pairs MW-17/BZW-1 and MW-24/BZW-6 or two (2) equivalent well pairs as groundwater elevation allows];
 - The CD or DVD shall be submitted in a plastic sleeve (or equivalent) with reports;
 - Complete copies of field logs shall be submitted as a report appendix on CD or DVD as stated in MRP “Reporting” Item 7. (b) to reduce paperwork;
 - Complete copies of laboratory reports shall be submitted as report appendix on CD or DVD as stated in MRP “Reporting” Item 7. (h) to reduce paperwork;
 - There is no cleanup in progress and required responses shall state “not applicable”;
 - Consultant shall email pdf version of laboratory report to the City Project manager as soon as it is available;
 - The City may request copies of field logs prior to draft report issuance.
- For the annual report due November 1, 2023:
 - The City will supply PDF scanned copies of historical data/documents/maps listed in MRP “Reporting” Items 8. (a) and (b) for inclusion in the report.
- For each report the consultant shall prepare for City signature a discharger certification statement as shown in Attachment 3. This shall be transmitted for signature when the Consultant submits draft report copies to the City project manager for review and comment no less than three weeks prior to the reporting deadlines as stated above.
- **Should the RWQCB reject any portion of reports as unacceptable, the consultant shall be responsible for corrections and incur all associated costs for bringing project into regulatory compliance.**

Civil Rights Laws: Consultant, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Form of Contract: Attachment 4 is the form of the contract (*Agreement for Professional Services*) the successful proposer will be expected to execute. Any exceptions to the form of the contract must be made in the response to the request for proposals.

Subcontracting: No subcontract releases the Consultant from the contract or relieves the Consultant of their responsibility for a subcontractor's work.

Ownership of Work Product: The Agency shall receive the work products, including reports and studies related to the property throughout the course of the project. Consultant shall not have exclusive rights to the work, or charge for dissemination uses of any kind.

Workers' Compensation: The Consultant shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker's compensations. The Consultant shall also provide liability insurance in accordance with the attached contract form requirements (insurance documentation to be submitted when contract is executed by the City).

Conflicts of Interest: The Consultant must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body. If the proposer holds no City/Agency committee appointment or other relationship, the proposal should simply state that in response to this item.

City of Merced Business License: Consultant shall obtain and maintain a City of Merced Business license throughout the contracted period.

Full compensation for conforming to the administrative requirements of the above sections shall be considered as included in the price paid for the lump sum price paid for the contracted work and no additional compensation will be made.

CITY OF MERCED RESPONSIBILITIES

1. The City will arrange for site access.
2. The City will provide assistance with GeoTracker authorization processing.
3. The City shall provide the consultant with historical project information (past consultant report data in PDF format.)
4. The City shall designate a representative authorized to act on its behalf with respect to the project. The City or its representative shall examine the documents submitted by the consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the consultant's work. All services to be performed by the consultant shall be subject to approval and acceptance by the designated representative, and no payment shall be made to the consultant until said acceptance and approval.
5. The City shall furnish required information as expeditiously as necessary for the orderly progress of the work.

METHOD OF COMPENSATION

The consultant is to identify a "not to exceed" figure for the total project. Progress payments, upon receipt of a single invoice with supporting backup, will be made semi-annually after each event is completed and no sooner than 30 days after the report has been uploaded to Geotracker. Payment shall be based on actual hours worked applied to the agreed upon hourly rates of compensation or cost by tasks. The Consultant shall present a proposal quote that covers at the minimum: the above-referenced field and laboratory work, any additional work that may be needed, and all costs of the production and distribution of required documents. All consultant project management

activities including, but not limited to: correspondence, meetings, electronic communications, mail, submittals, etc., shall be considered as included in the lump sum price paid for the various contract items of work involved and no additional compensation will be made.

FORM AND CONTENTS OF FULL PROPOSAL

All required contents must be submitted in **paper** form. Electronic submittals of required elements, or references to websites or other publications, are unacceptable and will cause the proposal to be deemed incomplete and rejected in the preliminary screening for completeness.

Each Consultant proposal shall include the following items in the following order:

- A. Cover letter stating interest in the work, and ability to perform to Schedule (as stated in the MRP);
- B. Statement of ability to execute contract in the form attached, or description of any exceptions needed;
- C. Names and qualifications of key personnel assigned to the project;
- D. Names and qualifications of subcontractors, if any;
- E. Conflict-of-Interest Certification;
- F. Proposed equipment and methodologies to be used;

Proposed budget, conforming to the “Method of Compensation” in this RFP.

Please send the proposal to:

CITY CONTACT:

Michael Wegley
Development Services Department - Engineering
City of Merced
678 W. 18th Street
Merced, CA 95340
Wegleym@cityofmerced.org

Responses to this request for proposals shall be in the form and format stated within the request.

The City is not responsible to any proposer for the costs of preparing the response regardless of which provider is selected.

SELECTION PROCEDURE

City representatives will review proposals submitted for completeness and costs. The selection process may include an interview. City representatives will negotiate with the most qualified Consultant to determine the final award.

Criteria for selection include, but are not limited to: responsiveness to budget and time constraint issues. Cost is not the sole basis for selecting the successful proposal but the proposal best meeting the Agency’s needs shall be selected.

PROTEST PROCESS

BID PROTEST AND APPEAL: Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing

Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

PROTEST SUBMISSION

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).
- (2) The written protest may be delivered in person or via certified mail to the PS.
- (3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PS shall meet the following prerequisites:
 - a. The name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
 - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

PROTEST REVIEW AND APPEAL

- (1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall

bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.

- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

PUBLIC RECORD

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

All submittals shall be submitted in writing. Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed in writing or email to:

Michael Wegley
Development Services Department - Engineering
City of Merced
678 W. 18th Street
Merced, CA 95340
Wegleym@cityofmerced.org

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.

Attachments:

1. RWQCB Monitoring and Reporting Program No. R5-2011-0808
2. RWQCB July 1, 2022 letter correspondence
3. Sample Discharger Certification
4. Sample "Agreement for Professional Services"