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## Addendum / RFP 12-2083

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### ADDENDUM NUMBER ONE

#### RFP 12-2083

#### Environmental Consulting Services

The following questions were submitted on this solicitation. In the interest of fairness, this information is being provided to all interested proposers.

1. **Question:** Would Metro like to see proposals that involve a team if it means that the team will be able to provide the full scope of services that Metro is asking for or would they like only individual companies to submit?

**Answer:** We would prefer that only individual companies submit proposals. The RFP states:

Not every Proposer need be able to provide all of the environmental consulting services listed below or in this RFP. Proposers should indicate if they have a particular specialty. In addition, Proposers should indicate if they have a particular interest in providing certain services and not others.

So, if there are certain tasks that the responder can't or does not desire to perform, then they should so state in the response.

2. **Question:** In reference to Section III, the last three sentences, where it states, "Not every Proposer need be able to provide all of the environmental consulting services listed below or in this RFP. Proposers should indicate if they have a particular specialty. In addition, Proposers should indicate if they have a particular interest in providing certain services and not others.", can Metro please clarify whether they will be choosing multiple firms for each specialty, or multiple full-service teams along with the addition of certain specialties?

**Answer:** We would prefer not to have "teams." With regard to the typical natural areas acquisition work, we will select consultants that can prepare the Phase I and Phase II reports needed as a prospector purchaser of real property. We also anticipate that some of these on-call consultants that we select will be able to perform one or more of the other consulting services listed in the RFP, so that depending on the characteristics of a particular property that Metro may be considering purchasing in the future, we will have at least one consultant on our panel who has the ability to perform the particular service that may be necessary for that property.

With regard to the Blue Heron site, we do not know at this time what kind of work will be needed. Accordingly, the RFP asks that individual firms state which of the services such firm can provide and which that they can't. When Metro selects the firms that will be on-call for Blue Heron work, we anticipate selecting a number of firms such that all potential needs could be met by the firms selected.

Though we understand that some firms are considering putting together teams, it is not necessary. Metro is interested in knowing which services individual firms that would be under contract with Metro can provide and how well they can provide these services.

3. **Question:** How many firms does Metro anticipate it will choose for this contract?

**Answer:** We anticipate having 5 to 10 on-call consultants for the typical natural areas program acquisitions. There will likely be 1 to 3 consultants selected for the Blue Heron work. We reserve the right to modify these estimates depending on responses received.

4. **Question:** In Section IV (page 4) there is a web link in the second sentence. When the file path is followed, an error message appears stating the page is not available. Could Metro please provide another link or the intended information?

**Answer:** Here is the correct link: <http://www.oregonmetro.gov/index.cfm/go/by.web/id=18198> This is intended merely to provide background information about Metro and its natural areas program.

5. **Question:** The link goes to the Acquiring Natural Areas page; are you confirming that the link referred to by the phrase "Proposers or their identified Principal/Project Manager must have at least 5 years of experience in environmental consulting in the Metro region" is intended to provide information about Metro, and not work experience?

**Answer:** This link is just information regarding the Metro region and the natural areas program. It is not providing information about the specific type of work experience the proposers should have.

6. **Question:** On page 4, second paragraph, second sentence, "Additional significant and relevant experience in valuing ..." Did Metro mean "valuing" or "evaluating"?

**Answer:** Valuing. There could be an opportunity to apply compensation funds from the Portland Harbor process to restore, rehabilitate, and/or replace natural resources on the Blue Heron property.

7. **Question:** Can Metro make available any file reviews of the Blue Heron site that may contain information on the unique history of the site?

**Answer:** There is some publicly available information available on the property but Metro will not be distributing any particular information. Given the site's incredibly complex history and use, Metro does not expect nor anticipate that any responder to the RFP would understand the property in any detail. Instead, for the potential Blue Heron work, Metro is interested in responders' experience with other complex and unique formerly industrial sites.

8. **Question:** Have we had on call Environmental Consulting Services in the past?

**Answer:** Yes, we have had on-call environmental consultants in the past.

9. **Question:** Do you anticipate cultural resource services (archaeology, historic built environment) will be needed for the contract? I do not see specific mention for their need in the document, but cultural resource studies are often incorporated as part of larger environmental studies.

**Answer:** We investigate cultural resources separately from the work that we typically engage environmental consultants to perform.

10. **Question:** Can separate proposals be submitted: one for the on-call property acquisition due diligence portion and one for the Blue Heron site; or just one proposal per firm?

**Answer:** Please submit one proposal per firm.

11. **Question:** After firms are selected for this on call contract, how are you going to select consultant(s) for Blue Heron work?

**Answer:** There is a fair amount of information requested in the RFP that would be applicable to the Blue Heron work and that would also be applicable to our on-call work for natural areas acquisitions. That's why we ask for one proposal per firm. If responders would like to be considered for the Blue Heron work, we would like their proposals to include additional information related specifically to complex formerly industrial sites. We will choose the consultants for the Blue Heron work based on the strength of their overall response to the RFP and the particular information provided about experience relevant to the Blue Heron site. We will choose consultants for the on-call work and for the Blue Heron work at the same time.

12. **Question:** Is this environmental services on-call list something that Metro updates periodically, or will this RFP serve to establish a new list?

**Answer:** This RFP will establish new contracts.

13. **Question:** Is it possible to get a list of current environmental services on-call contractors if there is an existing roster?

**Answer:** We currently have two contractors for Natural Areas Environmental Assessment: Hahn & Associates Inc, Kleinfelder Inc., Assessment Associates, Inc., BB&A Environmental, EnviroLogic Resources, Inc., ERM West, Inc., PBS Engineering & Environment, Professional Service Industries, Wohlers Environmental Services, Inc., and URS Corporation.

14. **Question:** Is Metro considering any site visit related to this RFP, particularly for the Blue Heron site?

**Answer:** We've decided against any tour of the property. However one can get a sense of the Blue Heron property from public areas, such as the 99E turnout.

15. **Question:** Is it anticipated that Phase I work be conducted at the Blue Heron site under this contract?

**Answer:** Yes.

16. **Question:** In the last bullet associated with anticipated services, Metro requests qualification of services for long term monitoring, remediation, and removal/cleanup of real property. Is it Metro's intent to procure these construction type services under the proposed contract?

**Answer:** It is unclear what, if anything will be required at the site. If these types of activities are necessary, and the firms we select under this procurement are able to provide these services, then we intend to procure them under this contract.

17. **Question:** What is the scope of the blue heron project to be covered under this contract?

**Answer:** We anticipate, at the least, investigation of the property for contamination, and if necessary, formulation of a remediation or clean-up plan and implementation of a clean-up plan. What may be necessary or required on the property is speculative at this time, pending the results of the initial investigation.

18. **Question:** Is the Environmental Consultant, Sample Personal Services Agreement included as Attachment 1 to RFP 12-2083 a document that is reasonably negotiable, specifically the Indemnification language included as Clause 5? As written, the indemnification is in a broader form than is customarily agreed to by Consultants. The indemnification language regularly utilized in consulting agreements is based on negligence rather than on the broader form. Is this a change Metro is willing to consider be made to the Personal Services Agreement?

**Answer:** For any contract requiring professional liability, we are willing to amend the indemnity to the following:

Indemnification: Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising directly out of its negligent acts, errors or omission in the performance of professional services under this agreement.

As respects all acts, errors or omission which do not arise directly out of the performance of professional services [including but not limited to those acts, errors or omissions typically covered by commercial general liability insurance or automobile liability insurance], Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

Please note the following language from Section XI of the RFP: "In addition, by responding to this RFP, Proposers acknowledge that they are aware of their ability to offer alternatives to any of the preliminary, draft contract language and proposed contract terms set forth herein." Responders have the ability offer alternatives to the draft contract language in the response to the RFP.

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Tim Collier

Metro Finance and Regulatory Services Deputy Director