



Department of Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Colleen M. Castille
Secretary

August 23, 2004

Prospective Contractor:

This information has been provided for consideration in the preparation of your response to Florida Department of Environmental Protection (DEP) Solicitation Number 2005002C entitled, "Invitation to Negotiate (ITN) for the Closure of the Piney Point Phosphogypsum Stack System" issued on July 16, 2005.

All responses to the subject solicitation must be received no later than 2:00 p.m. Eastern Daylight Savings Time (EDST) on Friday, September 10, 2004, for consideration. A response received after the exact time specified will not be considered, as specified by the provisions of Chapter 287, Florida Statutes and Chapter 60A-1, Florida Administrative Code, describing treatment of late proposals, modification of proposals, and withdrawal of proposals. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (F.S.). Written notices, formal protests and proceedings must conform with the requirements set forth in Chapter 28-110, Florida Administrative Code (F.A.C.). Protests must be filed with the Procurement Section, Department of Environmental Protection, 3800 Commonwealth Boulevard, MS#93, Carr Building, Room 235, Tallahassee, Florida 32399-3000 within the time prescribed in Section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code.

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the DEP pursuant to Section 120.57(3) F.S. shall post with the DEP at the time of filing the formal written protest a bond payable to the DEP in an amount equal to one percent (1%) of the DEP's estimate of the total value of the contract, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the DEP may accept a cashier's check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

Sincerely,

Shelly Kelley

Shelly Kelley
Operations & Management Consultant II

Enclosure

"More Protection, Less Process"

Printed on recycled Paper

ADDENDUM NO. 1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Procurement Section
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000

August 23, 2004

Addendum To: DEP Solicitation No. 2005002C, entitled " Invitation to Negotiate (ITN) for the Closure of the Piney Point Phosphogypsum Stack System"

ITEM #1

The opening/proposal due date for DEP Solicitation No. 2005002C has been changed from 2:00 P.M. (EDST), Thursday, September 2, 2004 to 2:00 P.M. (EDST), Friday, September 10, 2004. All references in the solicitation package to the opening/proposal due date shall be changed to reflect this new date.

ITEM #2

Attachment B, Section A.18, subsection b, Pollution and Environmental, is hereby revised to read:

The respondent(s) are required to propose an environmental insurance program which includes, at a minimum, a stop-loss or cost cap insurance policy that shall provide Department with financial assurance for the cost of activities under this contract, and a Pollution Legal Liability Policy for contamination caused or exacerbated by the closure activities. Neither the Department nor the Receiver shall be responsible for any deductible or self-insured retention. The terms, coverage, and financial structure of the insurance program will be negotiated with the selected respondent(s). The insurance program may be a requirement of the resultant contract at the sole discretion of the Department. This insurance program is in addition to the performance bond described below. The Department and the Receiver shall be included as additional insureds in the insurance program described above.

Respondents are required to provide only a concept of the described insurance program with suggested terms and limits of liability. In addition, respondents should provide evidence of insurability in the form of a letter from an insurance carrier.

ITEM #3

Attachment B, Section A.19, is hereby revised to read:

At the discretion of the Department and based on contract negotiations, the selected respondent may be required to post a performance bond in an amount equal to one-hundred percent (100%) of the negotiated contract price, prior to the execution of the resultant contract. Such bond would be payable to the Department and issued from a surety company licensed to do business in the State of Florida. In the event that the renewal option(s) of the contract are exercised, the bond shall also be renewed.

For purposes of determining whether a respondent has the ability to obtain a performance bond as described above, all respondents must submit a letter from their bonding company attesting to the fact that they are capable of obtaining a \$25 million performance bond (minimum bond amount) for a three-year period (minimum time period). Failure to submit a letter of intent from the respondent's bonding company shall result in the response being deemed non-responsive and therefore, rejected. If required to post a bond as described in the preceding paragraph for up to the full amount of the contract price, the selected respondent shall submit such bond prior to the execution of a contract with the Department.

ITEM #4

Attachment B, Section A.26, C, first paragraph, is hereby revised to read:

The technical response package shall be prepared by each respondent utilizing 8.5" x 11" paper, with the exception of the Graphics/Technical Drawings Section (which may utilize up to 11" x 17" paper). Each respondent shall limit the technical response section to no more than one hundred (100) pages (not including Resume/Experience of Personnel, Proposed Pricing and Past Performance). The page limit of each section of the technical

response package shall be determined by the respondent. However, in no event shall the entire technical response package (excluding Resume/Experience of Personnel, Proposed Pricing and Past Performance) exceed the one hundred (100) page limitation. Any photographs, maps, diagrams, charts or other non-text material, which provides information about the respondent, will be included in the page limitation of the Technical Response Package.

ITEM #5

Attachment B, Section A.26, C, 10, last paragraph, is hereby revised to read:

Failure to provide the required information for a minimum of three (3) separate and verifiable clients for projects using Attachment E, or failure to provide the required information shall result in the respondent receiving a score of zero for the Past Performance section of the evaluation criteria.

ITEM #6

Attachment B, Section A.26, C, is hereby revised to add the following paragraph:

13. Graphics/Technical Drawings

In this section, respondents should provide any graphics, technical drawings, photographs, maps, diagrams, charts or other non-text material, which provides information about the respondent's technical response. Documents submitted in this section may utilize paper no larger than 11" x 17". Each page in this section will be counted as a single page, regardless of the size of the paper used. All information submitted in this section will be included in the page limitation of the Technical Response Package.

ITEM #7

Attachment D is hereby deleted in its entirety and replaced with Attachment D-1, Revised Cost Information Sheet, attached hereto and made a part of the solicitation.

ITEM #8

Attachment F is hereby deleted in its entirety and replaced with Attachment F-1, Revised Evaluation Criteria, attached hereto and made a part of the solicitation.

ITEM #9

Attachment I, Paragraph number 20, is hereby revised to read:

20. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. However, sales tax which the contractor pays for commodities/services purchased to perform the work under this contract are reimbursable under a cost reimbursement contract/task.

ITEM #10

Attachment I, Paragraph number 31, is hereby deleted in its entirety and replaced with the following:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Contract remains the property of the Department. The Contractor's Contract Manager shall complete and sign a Property Reporting Form, DEP 55-211, provided as Exhibit II and forward it along with the appropriate invoice to the Department's Contract Manager. The following terms shall apply:

- A. The Contractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Contractor is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. When the non-expendable personal property or equipment is no longer needed, the Contractor will return all non-expendable personal property or equipment purchased under the terms of this Contract to the Department.

- D. If, however, the Contractor desires to purchase the non-expendable personal property or equipment when no longer needed, the Department may, at its discretion and subject to approval of the Department's Surplus Property Review Board, and in compliance with federal regulations, if applicable, elect to sell the equipment to the Contractor for its fair market value as of the date of title transfer, in accordance with DEP Directive 320.
- E. The Contractor is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.

ITEM #11

Appendix 12 of the Background and Technical Documents discusses the planned construction of a spray evaporation system in the NGS-N. Drawings for the system are contained in the document titled *Spray Evaporation System Design Drawings* posted at the following website: <http://www.dep.state.fl.us/water/mines/piney.htm>.

ITEM #12

Attachment I, is hereby revised to include Exhibit II, Property Reporting Form, attached hereto and made a part of the solicitation.

ITEM #13

"Instructions for using SPURView to search for Minority Vendors," is provided for your consideration in finding minority vendors.

ITEM #14

Questions, which were raised by prospective contractors, and the DEP's answers, are herein provided for your consideration in responding to the above referenced solicitation.

END OF ADDENDUM NO. 1

Attachments to Addendum No. 1:

Attachment D-1 – Revised Cost Information Sheet (3 pages)
Attachment F-1 – Revised Evaluation Criteria (5 pages)
Attachment I, Exhibit II – Property Reporting Form (1 page)
Instructions for Using SPURVIEW to Search for Minority Vendors (1 page)
Questions & Answers for DEP Solicitation 2005002C (18 pages)

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**ATTACHMENT D-1
REVISED COST INFORMATION SHEET**

TYPE OF CONTRACT (Propose/Specify One)		☐ Fixed Price (Lump Sum) ☐ Cost Reimbursement Not-To-Exceed	☐ Combination Fixed Price/Cost Reimbursement ☐ Other: _____
--	--	--	--

Item	Description	Estimated Quantity	Proposed Price (\$)
A. OPERATION AND MAINTENANCE		Initial 5 Years (for evaluation purposes only)	\$ _____ *
A1	Site Operation & Maintenance (Including Water & Waste Management, Inspections, Repairs, and Post-Closure Care and Maintenance).	Lump	\$ _____
A2	Site Security & Safety Compliance	Lump	\$ _____
A3	Groundwater Monitoring Plan Implementation	Lump	\$ _____
A4	Surface Water Monitoring Plan Implementation	Lump	\$ _____
A5	Project Coordination, Direction & Reporting	Lump	\$ _____
B. PROCESS WATER CONSUMPTION Specify Method(s): _____ _____ _____ _____		Ponded Water Plus Pore Water 620 Million Gallons (MGal) ± Plus Rainfall	\$ _____ *
B1	Process Water Consumption (Fill All Applicable Ammonia Nitrogen Loading Criteria Including Estimated MGal of Water Consumed at Any Given Loading, and Corresponding Price) ☐ Loading Less Than 100 lbs/day ☐ Loading Less Than 75 lbs/day ☐ Loading Less Than 50 lbs/day ☐ Loading Less Than 20 lbs/day	Lump (____ MGal) Lump (____ MGal) Lump (____ MGal) Lump (____ MGal)	\$ _____ \$ _____ \$ _____ \$ _____
B2	Additional Compensation Per Inch of Rainfall Over 55 Inches Per Year ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 and 5	10.6 MGal/Inch 7.1 MGal/Inch 4.1 MGal/Inch None	_____ \$/Inch _____ \$/Inch _____ \$/Inch Not Applicable
B3	Credit Per Inch of Rainfall Below 50 Inches Per Year ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 and 5	10.6 MGal/Inch 7.1 MGal/Inch 4.1 MGal/Inch None	_____ \$/Inch _____ \$/Inch _____ \$/Inch Not Applicable
B4	Allowance for + 20% Variations in Total Drainable Pore Water and in Rate of Dewatering. Do you Plan to Quantify Drained Pore Water in Support of a Request for Potential Supplemental Credit, if Applicable? ☐ Yes (If Yes, Specify Proposed Method) ☐ No	Lump	\$ _____

* The price submitted in this section should be the total price for the category, based upon the prices submitted in the detailed subsections below.

Item	Description	Estimated Quantity	Proposed Price (\$)
C. CLOSURE CONSTRUCTION		Lump (See Note Below)	\$ _____ *
C1	NGS-N, OGS-S and OGS-N - Protective Soil Cover on Lined Slopes and Crest Roads - Grassing or Sodding	Lump Lump	\$ _____ \$ _____
C2	NGS-S Compartment - Earthwork (Gypsum), including sludge removal - 80-Mil HDPE Liner - 60-Mil HDPE Liner - 40 Mil HDPE Liner - Soil Cover - Grassing or Sodding - Outlet Structure(s) - Other (including surveying & ancillary items)	Lump Lump Lump Lump Lump Lump Lump Lump	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
C3	Stack Slopes and Ditches - Earthwork (Gypsum) - 80-Mil HDPE Liner - 60-Mil HDPE Liner - Drain Systems - Soil Cover - Gypsum Amendment & Grassing or Sodding - Other (including surveying & ancillary items)	Lump Lump Lump Lump Lump Lump Lump	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
C4	Cooling/Sludge Ponds and Ditches - Earthwork (Soil) - 80-Mil HDPE Liner - 40-Mil HDPE Liner - Drain Systems - Soil Cover - Grassing or Sodding - Other (including surveying & ancillary items)	Lump Lump Lump Lump Lump Lump Lump	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
D. TOTAL PRICE (A+B+C)		Lump	\$ _____

E. ALLOWANCES & ALLOCATIONS		Allowance	\$ _____ *
E1	Watershed Reduction/Clean Up from Designated Impacted Plant Area, as Directed by the Department	Allowance	\$ <u>to be negotiated</u>
E2	Disposal of Plant Scale on Gypsum Stack, Pending Department Approval†	Allowance	\$ _____
E3	Construction of Soil-Bentonite Cut-off Wall	Allowance	\$ <u>to be negotiated</u>

†For purposes of estimating a cost for disposal of plant scale, the respondent shall assume a volume of plant scale to be disposed of 25,000 cubic yards. The total volume inclusive of plant scale and encapsulating gypsum is 100,000 cubic yards which respondents can calculate from drawings posted on the web site.

* The price submitted in this section should be the total price for the category, based upon the prices submitted in the detailed subsections below.

Item	Description	Estimated Quantity	Proposed Price (\$)
F. MISCELLANEOUS		Lump	\$ _____ *
F1	Safety Training (& Compliance)	Lump	\$ _____
F2	Liability Insurance Coverage (Including Pollution Liability)	Lump	\$ _____
F3	Stop-Loss or Cost-Cap Insurance Policy	Lump	\$ <u>to be negotiated</u>
F4	Performance Bond, if Required	Lump	\$ <u>to be negotiated</u>
F5	Florida Sales Taxes	Lump	\$ _____

Note:

The Department tentatively estimates the following closure construction quantities which are not inclusive of all materials (e.g., sluiced gypsum, filter fabric, reinforcing geotextile, geonet/geotextile composites, grave, pipe, etc.). Respondent is required to independently estimate all quantities listed below and perform an independent quantity take-off without relying in any way on Department's Estimate. Department's tentative estimates do not include any adjustment for bulking factor or shrinkage, additional fill needed to compensate for settlement, mudwaving of soft materials, liner overlaps, waste, liner buried in anchor trenches, increased areas due to sloping surfaces, etc.

Activity		Department's Tentative Estimate	Respondent's Independent Estimate
	NGS-N, OGS-S and OGS-N Compartments		
	- Compacted Soil Fill for Cover, cyd	250,000	_____
	- Grassing or Sodding, acres	40	_____
	NGS-S Compartment		
	- Sludge Excavation & Disposal, cyd	20,000	_____
	- Compacted Gypsum Fill, cyd	400,000	_____
	- 80-Mil HDPE Liner, ft ²	3,000,000	_____
	- 60-Mil HDPE Liner, ft ²	1,250,000	_____
	- 40-Mil HDPE Liner, ft ²	500,000	_____
	- Compacted Soil Fill for Cover, cyd	200,000	_____
	- Grassing or Sodding, acres	50	_____
	Stack Slopes and Ditches		
	- Gypsum Fill, cyd	100,000	_____
	- 80-Mil HDPE Liner, ft ²	800,000	_____
	- 60-Mil HDPE Liner, ft ²	700,000	_____
	- Drain System, lineal feet	12,500	_____
	- Compacted Soil Fill for Cover & Grading, cyd	150,000	_____
	- Soil Grassing or Sodding, acres	35	_____
	- Gypsum Amendment & Grassing or Sodding, acres	55	_____
	Cooling Sludge Ponds & Ditches		
	- In-Place Soil Fill, cyd	250,000	_____
	- 80-Mil HDPE Liner, ft ²	1,000,000	_____
	- 40- Mil HDPE Liner, ft ²	4,500,000	_____
	- Drain System, lineal feet	9,000	_____
	- Compacted Soil Fill for Cover, cyd	400,000	_____
	- Grassing or Sodding, acres	150	_____

* The price submitted in this section should be the total price for the category, based upon the prices submitted in the detailed subsections below.

**ATTACHMENT F-1
REVISED EVALUATION CRITERIA**

	Maximum Raw Score Possible	Weight Factor	Maximum Points Possible
I. Acknowledgement Form	0	=	0
II. Transmittal Letter	0	=	0
III. Technical Response			
A. Organization Overview ¹	4 x	1 =	4
B. Organization Chart ¹	4 x	2 =	8
C. Resume'/Experience of Personnel ¹	4 x	5 =	20
D. Qualifications of Respondent in Meeting Areas of Expertise Needed ²			
1. Operator ¹	4 x	10 =	40
2. Team Leader ¹	4 x	2 =	8
3. Water Treatment Contractor(s) ¹	4 x	10 =	40
4. Liner Contractor ¹	4 x	5 =	20
5. Earthwork Contractor ¹	4 x	5 =	20
6. HDPE and Drain Contractor or Subcontractor ¹	4 x	2 =	8
7. Grassing Contractor or Subcontractor ¹	4 x	1 =	4
E. Detailed Project Proposal/Scope of Work			
1. Facility Maintenance and Operation ¹	4 x	2 =	8
2. Process Water Consumption ¹	4 x	5 =	20
3. Closure Construction ¹	4 x	2 =	8
4. Closure Sequence and Closure Schedule ¹	4 x	5 =	20
5. Innovative Proposal ¹	4 x	5 =	20
F. Technology and Support ¹	4 x	2 =	8
G. Business Processes ¹	4 x	2 =	8
H. Subcontractor Support ¹	4 x	2 =	8
I. Proposed Pricing ^{1,3}			
1. Cost of Operation & Maintenance ^{1,3}	4 x	2 =	8
2. Cost of Process Water Consumption ^{1,3}	4 x	2 =	8
3. Cost of Closure Construction ^{1,3}	4 x	2 =	8
4. Value of Total Bid Price ^{1,3}	4 x	15 =	60
J. Past Performance ⁴			
1.Client #1 ⁴	30 x	1 =	30
2.Client #2 ⁴	30 x	1 =	30
K. Insurance Program	0	=	0
L. Performance Bond			
Failure to submit a letter of intent from the respondent's bonding company shall result in the response being deemed non-responsive and therefore, rejected.	0	=	0
M. Respondent/Subcontractor Summary Form	0	=	0
N. Subcontractor Documentation ⁵			
Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.	0	=	0
Total Numerical Rating ⁶			416

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

- | | | |
|---|---|---|
| 0 | = | This element of the evaluation criteria was not addressed |
| 1 | = | Unsatisfactory |
| 2 | = | Average |
| 3 | = | Above Average |
| 4 | = | Superior |
- 2 Preliminary responsiveness will be determined by a subject matter expert prior to the responses being given to the evaluation committee. Failure to meet the minimum qualifications and/or failure to provide documentation that clearly demonstrates and verifies the Respondent's qualifications in each area, as determined by the Department, shall result in the response being deemed nonresponsive and therefore rejected. Respondent(s) team must collectively meet the minimum qualifications specified herein in order to qualify to submit a response.
 - 3 Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the probability of timely completion of the project and value received by the DEP relative to the cost.
 - 4 Reference: The DEP will contact the respondent's reference in order to complete an evaluation questionnaire as provided in this Attachment. The DEP will attempt to contact the reference by phone up to four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.
 - 5 Failure to submit subcontractor documentation, where required or if requested, shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.
 - 6 Failure of the respondent to provide any of the information required in the technical response portion of the ITN response shall result in a score of zero (0) for that element of the evaluation.

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SAMPLE EVALUATION CRITERIA SCORESHEET

Respondent's Name: _____

Reviewer Code: _____

	Maximum Raw Score Possible	Raw Score	Weight Factor	Weighted Score
I. Acknowledgement Form (disqualify proposal if not completed & signed)	0		=	0
II. Transmittal Letter	0		=	0
III. Technical Response				
A. Organization Overview ¹	4	x	1 =	
B. Organization Chart ¹	4	x	2 =	
C. Resume'/Experience of Personnel ¹	4	x	5 =	
D. Qualifications of Respondent in Meeting Areas of Expertise Needed ²				
1. Operator ¹	4	x	10 =	
2. Team Leader ¹	4	x	2 =	
3. Water Treatment Contractor(s) ¹	4	x	10 =	
4. Liner Contractor ¹	4	x	5 =	
5. Earthwork Contractor ¹	4	x	5 =	
6. HDPE and Drain Contractor or Subcontractor ¹	4	x	2 =	
7. Grassing Contractor or Subcontractor ¹	4	x	1 =	
E. Detailed Project Proposal/Scope of Work				
1. Facility Maintenance and Operation ¹	4	x	2 =	
2. Process Water Consumption ¹	4	x	5 =	
3. Closure Construction ¹	4	x	2 =	
4. Closure Sequence and Closure Schedule ¹	4	x	5 =	
5. Innovative Proposal ¹	4	x	5 =	
F. Technology and Support ¹	4	x	2 =	
G. Business Processes ¹	4	x	2 =	
H. Subcontractor Support ¹	4	x	2 =	
I. Proposed Pricing				
1. Cost of Operation & Maintenance ^{1,3}	4	x	2 =	
2. Cost of Process Water Consumption ^{1,3}	4	x	2 =	
3. Cost of Closure Construction ^{1,3}	4	x	2 =	
4. Value of Total Bid Price ^{1,3}	4	x	15 =	
J. Past Performance ⁴				
1. Client #1 ⁴	30	x	1 =	
2. Client #2 ⁴	30	x	1 =	
K. Insurance Program	0		=	0
L. Performance Bond	0		=	0
Failure to submit a letter of intent from the respondent's bonding company shall result in the response being deemed non-responsive and therefore, rejected.				
M. Respondent/Subcontractor Summary Form	0		=	0
N. Subcontractor Documentation ⁵				
Failure to submit subcontractor documentation shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.				
Total Numerical Rating ⁶				

Notes:

- 1 Evaluation points awarded for these components will be based on the following point structure:

Score

- | | | |
|---|---|---|
| 0 | = | This element of the evaluation criteria was not addressed |
| 1 | = | Unsatisfactory |
| 2 | = | Average |
| 3 | = | Above Average |
| 4 | = | Superior |
- 2 Preliminary responsiveness will be determined by a subject matter expert prior to the responses being given to the evaluation committee. Failure to meet the minimum qualifications and/or failure to provide documentation that clearly demonstrates and verifies the Respondent's qualifications in each area, as determined by the Department, shall result in the response being deemed nonresponsive and therefore rejected. Respondent(s) team must collectively meet the minimum qualifications specified herein in order to qualify to submit a response.
 - 3 Rather than awarding the maximum points to the lowest cost, the evaluation process will consider the probability of timely completion of the project and value received by the DEP relative to the cost.
 - 4 Reference: The DEP will contact the respondent's reference in order to complete an evaluation questionnaire as provided in this Attachment. The DEP will attempt to contact the reference by phone up to four (4) times. In the event that the contact person for the reference cannot be reached following the specified number of attempts, the respondent shall receive a score of zero (0) for this element of the evaluation. The DEP will not attempt to correct incorrectly supplied information.
 - 5 Failure to submit subcontractor documentation, where required or if requested, shall result in the disallowance of that particular subcontractor's qualifications from consideration in the Response package.
 - 6 Failure of the respondent to provide any of the information required in the technical response portion of the ITN response shall result in a score of zero (0) for that element of the evaluation.

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Evaluation Questionnaire for Past Performance

Respondent's Name: _____
Client's Name: _____
Contact Person: _____
Reviewer Code: _____ Date: _____

The following questions will be asked of two (2) client references chosen at the discretion of the DEP:

1. Briefly describe the work the contractor performed for your company. _____
2. Did the contractor respond in a timely manner and adhere to the agreed upon schedule? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
3. Did the contractor provide an adequate number of personnel? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
4. Were the contractor's personnel knowledgeable, coordinated and efficient? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
5. Was the contractor responsive to suggestions, comments or modifications regarding work plans, reports or projects? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
6. Were the contractor's reports and invoices accurate, well documented and submitted within the agreed upon terms? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
7. Were the contractor's reports well written and complete? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
8. Was the work completed within an agreed upon price or a cost that you consider reasonable? 0 = Never, 1 = Sometimes, 2 = Most of the time, 3 = Always _____
9. Would you utilize this contractor again? 0 = Never, 1 = Possibly, 3 = Yes _____
10. How would you rate the contractor's quality of work? 6 = Excellent, 4 = Good, 2 = Satisfactory, 0 = Unsatisfactory _____
- Total Score** _____

Reference's Signature: _____ DATE _____

EXHIBIT II
PROPERTY REPORTING FORM FOR DEP CONTRACT NO. XXX

CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet).

Description	Serial No./cost**	LOCATION/ADDRESS	DEP USE ONLY	
			(PC)	(LC)

*Not including software. **Attach copy of invoice, bill of sale, or other documentation of purchase.

CONTRACTOR:	Contractor's Project Manager:	Date:
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BELOW FOR DEP USE ONLY	
DEP CONTRACT MANAGER: Organization Code: _____ DEP Contract Manager Signature: _____	COMPLETE AND SIGN THIS SECTION AND SEND ORIGINAL DOCUMENTS WITH THE INVOICE FOR PAYMENT TO DEP FINANCE AND ACCOUNTING (MS#78); SEND COPIES TO THE DEP PROPERTY SECTION (MS#87). REFER TO DEP DIRECTIVE 320 FOR PROPERTY GUIDELINES. EO: _____ Module: _____ Grant No. _____ Contract End Date: _____ Date: _____

DEP FINANCE AND ACCOUNTING: Record above listed items as OCO, enter Voucher number below and forward a copy to DEP Property Management (MS#87).

Voucher Number : _____

DEP PROPERTY MANAGEMENT: Assign OCO Property Control (PC) number and Location Code (LC) above.

INSTRUCTIONS FOR USING SPURSVIEW TO SEARCH FOR MINORITY VENDORS

Searching for Minority Vendors using Class & Group Codes in SPURView on MyFlorida.com

1. Go to www.myflorida.com
2. Click on Business
3. Click on "Doing Business with the State"
4. Under the "Everything for Vendors and Customers" heading, click on "Statewide Purchasing Subsystem View (SPURView)"
5. Click on "Search for Commodities sold by Certified Minority Business Enterprise"
6. Input the Class and Group Code in the appropriate boxes. If you need to search for specific class and group codes, see instructions below.
7. In the "Areas Served" section, either select a county from the drop down box or click in the check box to search for minority vendors statewide.
8. Click on the Execute Query button to begin your search.
9. You should now be viewing a list of certified minority businesses registered under the specific class and group code. Click on the vendor name to view more detailed vendor information.
10. Repeat steps 5-9 for each additional class and group code.
11. To view Non-Certified Minority Vendors, in step 5 above, click on "Search for Commodities sold by Non-Certified Minority Business Enterprise," then repeat steps 6-9.

Searching for Specific Class and Group Codes

1. Complete steps 1-4 above.
2. Click on "List all Categories for Commodities" to view the list for commodities or "List all Categories for Contractual Services" to view the list for contractual services.
3. Find the category that best describes the commodity/service that you are looking for and then click on the number under the class heading.
4. Find the description that best matches the commodity/service that you are looking for.

OR

1. Complete steps 1-4 above.
2. Click on "Search for Commodities or Contractual Services" to search either by class & group numbers or by description.
3. To search for Commodity and/or Service codes, please specify your search criteria using one of the following methods:
 - a. Enter a Commodity Class, this search will return a list of class-group codes for the specified class. To expand the results to include the item and/or detail level codes place a check in the corresponding check box; or
 - b. Enter a Commodity Class and a Commodity Group, this search will return a list of class-group-item codes for the specified class-group. To expand the results to include the detail level codes, place a check in the Detail check box; or
 - c. Enter a Description or keyword and choose a Search Method. This search will return a list of class-group codes at the item-detail level for the search method chosen. Sometimes the description at the item-detail level may not provide enough information. To also include the class-group level descriptions, place a check in the Include Context check box.

NOTE: A maximum of 50 records are displayed on each page of results. To view the next 50 records use the page number links at the bottom of each page.

QUESTIONS AND ANSWERS FOR DEP SOLICITATION NO. 2005002C
INVITATION TO NEGOTIATE FOR THE CLOSURE OF THE PINEY POINT PHOSPHOGYPSUM STACK SYSTEM

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Procurement Section
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000

August 23, 2004

The following questions were raised by prospective contractors through correspondence received on the date shown next to the company name. The answers herein are provided for your consideration in responding to the above referenced solicitation.

Questions from Charles Robinson at LFR Levine Fricke. – August 2, 2004			
1.	LFR Levine Fricke is evaluating a different solution to remediate the Piney Point Phosphogypsum Stack. To better evaluate the feasibility of this approach, we request the following: 1. Analytical Baseline Data including TCLP leachability data on site soils used to construct the stack 2. Geotechnical properties of the stack soils: AASHTO Soil Classification, including supporting information on the gradation (ASTM D422), liquid limit (ASTM D4318), plasticity index (ASTM D4318) and moisture curve (ASTM D698), if available.		
Answer:	The only "...onsite soils..." used to construct the stacks are located at the base of the stacks in the form of starter dikes. The remainder of the Piney Point phosphogypsum stacks were "constructed" with waste phosphogypsum created by the plant when it operated. The Department has not subjected samples of the Piney Point phosphogypsum to the toxicity characteristic leaching procedure. However, the U.S. Environmental Protection Agency and, in particular, the Florida Institute of Phosphate Research (FIPR) have assessed the chemical characteristics of phosphogypsum. We recommend that you visit the FIPR website at www.fipr.state.fl.us; then click on "FIPR Publications"; and then click on "Chemical Processing & Phosphogypsum" for information on the characteristics of phosphogypsum. Geotechnical properties of phosphogypsum samples from the Piney Point gypsum stacks are presented in a document titled <i>Piney Point Gypsum Properties</i> posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm.		
Questions from Gary Wilson at Compass Environmental, Inc. – August 4, 2004			
2.	Attachment C - Scope of Services		
	<u>Page</u>	<u>Item or Section</u>	<u>Information Needed or Questions</u>
	1 of 5	2	Water Balance Analyses (latest and last 12)
		5	Groundwater quality assessment and updated closure and post-closure groundwater monitoring plans
		6	Drawings and specifications for closure of all components of the phosphogypsum stack system and for routing runoff from the closed system
	2 of 5	A	Copy of Contingency Plan referred to in section A
		A	Copy of rainfall data for previous 2 years
		A	Copy of groundwater monitoring data for previous 2 years
Answer:	Results of water balance analyses performed by Ardaman on July 5, 2004 are provided in Appendix 4 of the ITN Background Information available on the Piney Point Invitation to Negotiate – Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . Results of water balance analyses most recently updated by Ardaman on August 20, 2004 can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm . Response of the phosphogypsum stack system to actual and projected meteorological conditions and changes in watershed characteristics associated with completed, ongoing and proposed closure construction is reflected in these analytical results. The site Receiver may be contacted to view and copy earlier reports of the water balance analyses results. See response to question #21 for contact information for the site Receiver.		

	A summary of results from a recent groundwater quality assessment by Ardaman can be viewed in the document titled Groundwater Summary Report at the following website: http://www.dep.state.fl.us/water/mines/piney.htm. The contractor is not responsible for performing groundwater assessments or remediation of existing groundwater issues. Refer to the draft Administrative Agreement (Attachment J of the ITN) for groundwater monitoring requirements. Refer to the Piney Point Invitation to Negotiate – Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm. See Sections G and H (and referenced figures and appendices) of the ITN Background Information document for basic closure design drawings and specifications. See Figure 4 of the ITN Background Information document for basic runoff routing associated with the stack system closure plan. Runoff routing is also illustrated in the document titled ITN Mandatory Site Visit Combined Presentations, August 5, 2004 posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm. A copy of the Contingency Plan is provided in Appendix 2 – Contingency Plan/Response Procedures of the ITN Background Information. Refer to the Piney Point ITN – Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm. Monthly rainfall measurements made by the Program Manager at Piney Point are summarized in the document titled Piney Point Rainfall Data posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm. Groundwater monitoring data for the previous two years can be made available through the review of reports on file at the DEP. If you wish to make arrangements to review and copy groundwater monitoring data at the DEP's Phosphate Management Program Office in Tampa, please call Ms. Vicky Andrews at 813-744-6100, ext. 138.
3.	Attachment C, Scope of Services, Section A, last paragraph states that the Contractor is responsible for compliance with surface water discharge requirements. Is there a requirement to meet groundwater standards, and if so, will allowance be made for existing exceedances? Has a horizontal and vertical Zone of Discharge been established, and will it remain in effect throughout the contract? Copy of drawings showing Z O D (vertical and horizontal) is needed.
Answer:	The contractor will be liable for any contamination, surface or ground, resulting from the contractors operations. However, the contractor will not be liable for pre-existing groundwater non-compliance issues. These issues have been identified and are being addressed through the closure work. The compliance limits for the groundwater discharges are the primary drinking water standards under Chapter 62-550, F.A.C., for the listed parameters. Per the draft Administrative Agreement (Attachment J of the ITN), the ZOD extends to the base of the surficial and to the property boundary. However, draft Administrative Agreement allows for the contractor to propose a deeper vertical ZOD. The existing monitor well depths and locations delineate the extent of this ZOD.
4.	Attachment C, Scope of Services, Section A, will all existing equipment remain on site? (pumps, pipes, back-up pumps, treatment equipment, generators, etc.) Need copy of actual expenditures for O & M for all equipment for past two years. Also need list of equipment.
Answer:	All existing equipment in possession of the Receiver will remain on site, and can be utilized by the contractor. There is not a complete list of this equipment. Equipment being rented or owned by Shaw, USFilter, and Florida Pines Joint Venture is not in possession of the Receiver. However, Attachment I of Appendix 1 of the Background and Technical Documents provides a list of existing pumps on-site. Section 5 of Appendix 12 provides a listing of equipment associated with the lime treatment system. The document titled Expenditures at Piney Point provides a listing of expenditures, by contractor, for the last four fiscal years. This document can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm. If further information on costs is needed, a respondent may contact Linda Henderson of the Bureau of Mine Reclamation's Tallahassee Office at 850-488-8217 to make arrangements to review and copy invoices submitted by each contractor.
5.	Attachment C, Scope of Services, Section A, need current analysis of process water in system. Also of water after double lime treatment and after RO. At least pH, Total P, NH₃N, Total F, Na, Total Dissolved Solids, and Specific Conductance.
Answer:	Please refer Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm. Appendix 12 of the ITN Background Information presents the requested data in Table 2 (process water), Table 3 (after treatment with RO), and Table 5 (after treatment with double lime).

6.	Attachment C, Scope of Services, Section B, states that contractor is solely responsible for compliance. Confirmation is needed that no wastes generated to date are RCRA Hazardous Waste. If any waste stream, such as sludges or RO reject fail any of the hazardous wastes tests (corrosivity, TCLP, etc.), written confirmation is needed that it is exempted by the Beville Amendment.
Answer:	Please refer Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . Table 4 in Appendix 12 of the ITN Background Information presents data demonstrating that the RO reject is not characteristically hazardous. In addition, the Piney Point Receiver subjected sludge samples from the lime treatment process to the RCRA hazardous waste characteristics tests specified in 40 CFR 261.20-261.24, which tests demonstrated that these sludges are not characteristically hazardous. Neither lime sludge nor RO reject in this application are listed as hazardous wastes pursuant to 40 CFR 261. Also, see responses to questions 38 and 39.
7.	Attachment C, Scope of Services, Section C, copy of contracts and actual expenditures to date for closure contracts on NGS-N, OGS-S and OGS-N. Also copies of estimates made on these contracts by third-party engineer (Ardaman) and/or contractors (Shaw and COMANCO).
Answer:	The document titled <i>Expenditures at Piney Point</i> provides a listing of expenditures, by contractor, for the last four fiscal years. Information is provided on expenditures associated with earthwork and lining the NGS-N and OGS compartments. More detailed cost information on the NGS-N and OGS contracts is presented in the document titled <i>Summary of NGS-N and OGS Lump Sum Costs</i> . These documents can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm .
8.	Attachment C, Scope of Services, Section C, the second paragraph, first sentence says "potentially chemical plant areas." Does the ITN include demolition of the plants? In any event, shouldn't the remaining un-closed stack (NGS-S) remain open until demolition of the Phosphoric Acid Plant is completed? [The only approved method of disposal of phos acid plant scale, materials with scale, or filter pans is in a gypsum stack.]
Answer:	The term "potentially chemical plant areas" in this sentence refers to areas within the vicinity of the chemical plant that are part of the watershed of the phosphogypsum stack system, and will be included in the closure plan being prepared by the third party engineer. Demolition of the chemical plant is not contemplated to be part of the closure design. However, DEP may elect to have the contractor dispose of certain solid wastes material related to the production and conveyance of phosphogypsum and cooling pond water. See Scope of Services, Attachment C, section C.4. DEP has designated the NGS-N relief ditch area as a site for the disposal of solid waste from the plant, including scale. Sections H.2. and H. 10 of the Background Information document provides additional information on this issue. Please refer to Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . The respondent shall assume that the NGS-N relief ditch and NGS-S cap area closure construction will proceed as planned. The NGS-S cap area liner and soil cover will be removed as needed to obtain gypsum fill for use in conjunction with plant scale disposal in the relief ditch if this disposal activity is authorized by the DEP. In that event, a portion of the closed NGS-S cap area and the NGS-N relief ditch will be disturbed and closure will have to be restored upon completion of plant scale disposal in accordance with the drawings and specifications.
9.	Attachment C, Scope of Services, Section C, third paragraph. What is slope of side slopes of NGS-S? Will grading be required prior to grassing or sodding?
Answer:	Typical existing surface grades for the side slopes of the NGS-S are shown in the basic design cross sections in Figure 5 of the ITN Background Information document (posted at the following website: http://www.dep.state.fl.us/water/mines/index.htm). As stated in Section H.5. of the ITN Background Information document, earthwork required to achieve design side slope grades will generally consist of shaping existing slopes and fine grading.
10.	Attachment C, Scope of Services, Section C.2, same question as above.
Answer:	Typical existing surface grades for the side slopes of the cooling pond dikes are shown in the basic design cross sections in Figure 10 of the ITN Background Information document (posted at the following website: http://www.dep.state.fl.us/water/mines/index.htm). The upper portion of the cooling pond perimeter dikes may be cut and used as a source of fill for closure grading operations and the remainder of the perimeter dike slope will have to be fine graded in accordance with the drawings and specifications.

11.	Attachment C, Scope of Services, Section C.4, this says "if" this work is selected by DEP. When will we know? If this work is not done, and NGS-S is closed, where will the scale (and scaled material from phos acid plant) go?
Answer:	DEP will make this decision prior to execution of the contract. Respondents are asked to provide a cost estimate for this work on the cost information sheet, Attachment D. See response to question 8 concerning the designation of a location for the disposal of scale and refer to Section H.2 of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm .
12.	Attachment C, Scope of Services, Section C.4, 62-673 does not require scale or scaled material to be "encapsulated". What does this mean? If encapsulation is required by the ITN, a description is needed explaining how it is to be encapsulated.
Answer:	Refer to Sections H.2 and H.10 of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm . The scale materials will be completely encapsulated, or surrounded, and covered with sluiced or slurried gypsum, during disposal, as needed to produce a suitable foundation for the liner and final cover.
13.	Attachment C, Scope of Services, Section D.4, as mentioned above, NGS-S needs to be left open for disposal of scaled materials, scale, and possibly sludges. This cannot be done by May 1, 2005. This should be extended one year, or until after demolition of the phos acid plant.
Answer:	See responses to questions 8 and 11. The NGS-N relief ditch, not the NGS-S compartment, is designated as the location for the disposal of scale and other solid waste material.
Questions from Joe Irwin at Geo-Synthetics, Inc. – August 4, 2004	
14.	Geo-Synthetics, Inc would like to request Plans and Drawings for bidding your upcoming project Piney Point, also if you would please send me all the contractors names and phone numbers that attended the mandatory site visit Thursday August 5th since we will be bidding as a sub to all of the prime contractors.
Answer:	Please refer to the reference documents posted at http://www.dep.state.fl.us/water/mines/index.htm . The list of site visit attendees was uploaded to the Vendor Bid System on August 10, 2004 as the "Site Visit Participants List".
Questions from Melissa Yontek at Enviro-Logical Solutions, Inc. – August 5, 2004	
15.	I realize there's no formal planholders list, but are the sign-in sheets going to be made available on the web or by email? We'd appreciate a copy.
Answer:	Please see the answer to question number 14.
Questions from Gary Wilson at Compass Environmental, Inc. – August 5, 2004	
16.	What were the pre-qualification requirements for the ongoing closure activities? If they are different from the current ITN requirements, why were they changed?
Answer:	Minimum qualifications for earthwork and liner contractors for the ongoing closure construction were essentially the same as the current ITN qualification requirements for earthwork and liner contractors.

17.	Attachment B, Page 9 & 10 of 11, Section 10, states that the contractor should not list projects completed for the DEP as reference projects yet further in that section the ITN says the Department may select one DEP project and one non-DEP project for reference. These are conflicting statements; can DEP work be used as a reference for this ITN or not?
Answer:	Contractors should not list the DEP for any of their references. However, if a contractor has done work for DEP, the Department will search their database for previous contracts and use one of those projects as a reference.
18.	Can we assume that the definition of "entity" be met by either the company or an individual currently working for the company if that individual was the principal involved in relevant work?
Answer:	For earthwork and liner contractors and subcontractors, the qualifications of the entity can be met either by the company or by an individual working for the company if the individual was the principal involved with the relevant work and if the assigned project superintendent was involved in the relevant work. For operators and water treatment contractors, please refer to ITN Attachment B, Section A.26.C.4.a and A.26.C.4.c for qualifications required for the entity and/or employees of the entity.
19.	How do we insure we be included in the bid process for the slurry cut off wall install if it is completed before the contract for the ITN is in place?
Answer:	If not included as part of the ITN contract, it is contemplated that the site Receiver, with the assistance of the third party engineer, will bid out this work. Potential bidders should contact the Receiver or third party engineer to be considered for this work.
20.	Will any site improvements or changes during the 5-yr. contract require any type of inventory report to the State or the Receiver?
Answer:	Please see item # 10 of Addendum No.1 Pursuant to revised paragraph 31 of the draft contract the contractor must complete and sign a property reporting form for the purchase of all non-expendable equipment costing \$1,000 or more.
21.	Can we get a list and a copy of all current reports required by the Receiver and the State for current plant operations?
Answer:	The site Receiver is required to send monthly reports to the Circuit Court of Manatee County on activities related to his Receivership. Also, the Receiver is required to submit to DEP discharge monitoring reports twice per month. The documents titled <i>Receiver Court Report</i> and <i>Discharge Report</i> provides examples of these reports. In addition, on a weekly basis Shaw and Ardaman prepare a water report that provides information on rainfall, storage capacity, well water use, water consumption, and discharge data (see document titled <i>Weekly Water Report</i>). These documents can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm . Ardaman, on a monthly basis, provides Process Water Balance Projections. See Appendix 4 of the Background and Technical Documents for an example of these projections. The site Receiver may be contacted to view and copy historical copies of these reports. Below is contact information for the site Receiver. LOUIS J. TIMCHAK, JR., Receiver, 18810 Place Antibes, Lutz, Florida 33558. Phone: 813-948-6624 Fax: 813-948-6699. E-mail: ltimchak@tampabay.rr.com
22.	Will all existing or current permits required to perform on-going operations be extended?
Answer:	Please refer to Attachment J of the ITN. The contractor will enter into an Administrative Agreement (AA) with DEP as part of execution of the contract for services. This AA will serve to provide the authorization necessary for the Contractor to continue existing operations until the Water Facilities/NPDES permit is reissued to the contractor. The contractor will be required to apply for renewal of the Water facilities/NPDES permit within one year of issuance of the AA.

23.	Are you aware of any reasons any existing permits will not be extended?
Answer:	See response to item 22.
24.	Can we get a list and copies of all existing agreements between and including the Receiver, the FDEP, current contractors and any other entity associated with the site, i.e., SWFWMD, Manatee County, FP&L, Cargill, EPA, etc?
Answer:	Please refer to Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . A listing of the major contractors engaged by the Receiver can be found in C. 3 of the Background Document. The site Receiver may be contacted to view and copy the agreements with his contractors. LOUIS J. TIMCHAK, JR., Receiver, 18810 Place Antibes, Lutz, Florida 33558. Phone: 813-948-6624 Fax: 813-948-6699. E-mail: ltimchak@tampabay.rr.com
25.	Attachment B, Section A.19, states "selected respondent may be required to provide bond..." Are we to assume that everyone should include cost of that bond in the appropriate items on the bid form?
Answer:	The respondent is only required to provide a letter from their bonding company attesting to the fact that they are capable of obtaining a performance bond. Respondents are not required to include a cost for the bond in the Cost Information Sheet Attachment D. Please see Items #3 and #7 of Addendum No. 1. Attachment D has been revised to reflect this.
26.	Attachment B, Page 4 of 11, Section A.19, states that "all bidders must submit a letter from their bonding company attesting to the fact that they are capable of obtaining the required performance bond." It does not state what the repercussions will be if they do not submit the letter. Will the noncompliant be disqualified?
Answer:	See Item # 3 of Addendum No. 1. The response will be deemed non-responsive and therefore rejected if a respondent does not provide the required letter from their bonding company.
27.	What is the planned reuse of the lined reservoirs after the 5 years of this contract?
Answer:	When no longer needed for process water management purposes, the DEP desires that the lined reservoirs be utilized for beneficial use in the local area, such as for fresh water or reclaimed water storage.
28.	What is the current status of permits for the ongoing and continued use of the 3 on site deep water wells for water supply?
Answer:	The consumptive use permit for the wells on-site issued to Piney Point Phosphates, Inc. by the Southwest Florida Water Management District (SWFWMD) has expired, but has not been terminated. The site Receiver, through court order, has authority to utilize these wells, and will provide access and use of these wells as needed to conduct the closure work. SWFWMD is familiar with, and supportive of the Receiver's and DEP's efforts to permanently close this facility.
29.	Why is there no penalty and not reward through evaluation form for the provision of the bonding capability?
Answer:	See the answer to question #26 above.
30.	Has the Transaction Fee for MyFloridaMarketPlace been applied to current contracts on site?
Answer:	The only contract that the DEP currently has is the one with Louis Timchak, the Receiver. The Transaction Fee is not being applied to his contract because the contract was entered into prior to the application of the Transaction Fee.

31.	Will that Transaction Fee of 1% be automatically deducted from each invoice payment by the FDEP?
Answer:	No. The selected contractor will have to pay the transaction fee in accordance with 287.057(23), Florida Statutes and Rule 60A-1.031(2), Florida Administrative Code.
32.	Who will be responsible for the as built drawings and cross sections of work performed given Ardaman is identified as QA/QC Engineer for the FDEP?
Answer:	The contractor will be responsible for providing all horizontal and vertical controls necessary to complete the work to design grades, slopes and dimensions. Moreover, the contractor will be responsible for preparation of as-built drawings for approval by the third-party engineer.
33.	When will the Ardaman post-closure plans be available?
Answer:	Basic design layout plans and cross sections have been provided. Refer to Figures 1 through 11 posted on the Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . As stated Attachment C, Section C of the ITN, detailed design drawings will be available prior to contract award.
34.	Ivan Nance implied that there are seepage boils outside the gypsum stacks. Do such boils exist? Will new contractor be responsible for remediating the boils?
Answer:	Seepage boils have occasionally developed in the perimeter seepage ditches, particularly when associated compartment ponded water levels were elevated. These are typically identified through routine inspections and remediated as directed by the third-party engineer. Refer to the executive summary of Ardaman's 2001 geotechnical study that is provided in Attachment 2 of the 2003 Operation Plan in Appendix 1 of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm . As indicated in Attachment C, Section A of the ITN, the operator will be responsible for both daily and weekly inspections of the perimeter dikes and water control structures, including trouble areas and critical conditions (e.g., boils), and for all maintenance and repair needed to maintain the earthen dikes and gypsum stack impoundments in a safe condition as directed by the third-party engineer.
35.	Is data available on quality of the RO reject?
Answer:	Please refer to Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . Table 4 in Appendix 12 of the ITN Background Information presents all recent data on the quality of the RO reject.
36.	When will design on Bentonite cast-off wall be available?
Answer:	The basic design alignment and average depth for the soil-bentonite cut-off wall are indicated in Section H.9 of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm . The detailed design drawings and construction specifications are currently being finalized and are expected to be available within the next 4 to 6 weeks.
37.	When will we know if it is to be part of this bid package, or will it be bid separately?
Answer:	DEP will make this decision prior to execution of the contract. Also see response to question 19.
38.	Is RO reject exempted as RCRA Hazardous Waste? Does Beville Amendment cover this waste?
Answer:	Please refer to the response to Question no. 6. The RO reject has been monitored and found not be characteristically hazardous under RCRA.

39.	Does Bevill Amendment cover all waste i.e. scale, etc.?
Answer:	It is impossible to make a blanket statement that the Bevill amendment does or does not cover 'all waste' at the facility. Each waste stream, and the process that generates the waste, must be identified and described with particularity. Then a determination can be made with respect to each waste. The Bevill amendment is implemented in 40 CFR 261.4(b)(7). Some wastes (from extraction and beneficiation of phosphate ores) may be covered by 261.4(b)(7)(i). Process wastewater from phosphoric acid production would be covered by 261.4(b)(7)(ii)(P). Some mixtures of Bevill-exempt waste and non-exempt waste could be exempt under 40 CFR 261.3(a)(2)(i)
40.	Will contractor under this process be responsible for maintenance of work already completed? (e.g. gypsum stacks already closed & lined)
Answer:	Please refer to the Scope of Services, Attachment C, Sections A and C. The contractor will be responsible for operation and maintenance of closure work previously completed.
41.	Who is responsible for remaining hazardous waste in plant? How will that be covered in cost/recovery (e.g. sulfuric acid in lime, etc.)?
Answer:	Piney Point Phosphates, Inc. is responsible for any pre-existing hazardous waste in the plant. The proposed contract is for closure and post closure care of the phosphogypsum stack system, and does not include any hazardous waste management activities in the chemical plant. However, the contractor will be responsible for any hazardous waste it generates, or disturbs in performing its duties.
42.	Nadeem said gypsum stacks are to be graded to 2 ½ to 1. What is the average current slope? (is it approximately 2 to 1?)
Answer:	See response to question 9 and refer to Sections H.4 and H.5 (and associated figures) of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm .
43.	Is there a current or pending Groundwater Permit?
Answer:	Please refer to Attachment J of the ITN. The contractor will responsible for monitoring ground water at the site under the terms and provisions of the draft Administrative Agreement. Also, see response to question 3.
44.	Have vertical and horizontal Zones of Discharge (ZOD) been established? (Groundwater monitoring is discussed in ITN, but no mention is made on groundwater limits.)
Answer:	See response to questions 3 and 43.
Questions from Eric Brown at Malcolm Pirnie – August 5, 2004	
45.	Is Shaw Infrastructure Corporation allowed to bid this project?
Answer:	This is not a bid request; this is an invitation to negotiate. All respondents that meet the requirements of the ITN may submit a response.
46.	ECT is a bidder?
Answer:	See the answer to question #45 above.

Questions from Don Gwyn at URS Corporation – August 5, 2004	
47.	Will a list of bidders attending the pre-bid conference be posted on the web site?
Answer:	See the answer to question #14 above.
Questions from Larry Kastner at Handex of Florida, Inc. – August 5, 2004	
48.	Will the sign in sheet be available to all?
Answer:	See the answer to question #14 above.
49.	Will the presentation given today be made available electronically or otherwise?
Answer:	See document titled ITN Mandatory Site Visit Combined Presentations, August 5, 2004 posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm
Questions from Joe Harrington at Arcadis – August 5, 2004	
50.	Is the State aware that performance bonds are generally unavailable for terms longer than 3 years for amounts greater than \$10M
Answer:	The DEP is not evaluating the market in general. DEP is specifically interested only in the availability of bonding to the applicants. Demonstration of insurability and the ability to qualify for a bond is requested. Please see Item #3 of Addendum No. 1
51.	Please provide a list of minority firms eligible w/quals for subcontracting for this ITN.
Answer:	Please see Item #13 of Addendum No. 1 for instructions to view a list of minority vendors. Information regarding company qualifications must be requested directly from the minority business enterprise of interest.
52.	How will the State ensure that Ardaman doesn't act to extend scope to increase their own fees generated on-site?
Answer:	Ardaman is a professional engineering company under contract with the site Receiver. The Receiver is responsible for issuing work orders to the third-party engineer on engineering work to be conducted, as he has done in the past. DEP must then approve the work orders and costs as being needed for closure of the site. Note that the scope of engineering services has already been established. Detailed design drawings and specifications will be made available prior to contract award.
53.	Can the State eliminate multiple reporting to both DEP and to Receiver? Is there a way, other than purchase of assets, to eliminate this onerous requirement of Receiver/Ardaman review on top of DEP's required review?
Answer:	We do not believe the reporting requirements specified in the ITN are onerous. The roles of the Receiver and Ardaman as third-party engineer are discussed in the Scope of Services, Attachment C.
54.	Can slurry cutoff wall be optional based on alternative in-situ approaches?
Answer:	The DEP is committed to installing the soil-bentonite cut-off wall.

55.	Is there an identified source of soil for cover construction?
Answer:	The contractor will be responsible for locating local borrow source(s) and obtaining sufficient quantities of suitable soil fill materials for cover construction. Soil fill materials used for ongoing closure work as well as for the recent NCP/sludge pond conversion project, were obtained from a distant off-site source (Transfos – Shelly Lakes pit near Hillsborough County's Southeast Landfill).
56.	The arbitrary requirement of 400 acres p-gyp experience is wiring this to a narrow list of contractors – unnecessarily so. Why? Similarly, for water treatment quals. There are other mixtures across U.S. with similar issues yet state limits to p-gyp only.
Answer:	Dewatering, moisture conditioning, dust control and earthwork construction using phosphogypsum present specific challenges not necessarily experienced in conventional earthwork construction. It is the intent of the qualifications to award the contract to an entity having evaluated experience in solutions to these type challenges. Qualification requirements for the water treatment contractor reflect the DEP's preference toward tried and proven water treatment methods for phosphogypsum stack system process water (see response to question 57). Treatment technologies present challenges not necessarily experienced when treating other types of wastewater. For instance, reverse osmosis pre-treatment of Piney Point process water has required unique solutions to overcome such challenges. The DEP's objective is to close this site as soon as possible which does not allow time for experimentation or demonstration projects.
57.	Is in-pond treatment in SGS-S, prior to lining, acceptable or of interest to DEP?
Answer:	The contractor will be required to develop his own water consumption plan. See Scope of Services, Attachment C, section B. Preference will be given to tried and proven methods, and respondents shall demonstrate the viability of the method(s) when used to treat phosphogypsum stack system process water, and demonstrate the reliability of the method to meet the specified consumption rates and discharge quality criteria. Note that the NGS-S compartment is not expected to contain a large water inventory to explore in-pond treatment as an option. Moreover, some in-pond treatment methods could result in sedimentation of precipitates that would cause differential settlements that may not be compatible with the proposed closure of the NGS-S compartment as a lined reservoir (which closure is scheduled to begin during the fourth quarter of calendar year 2004).
58.	Is the US Filter contract optional to respondent? Can terms of this contract available to invitee's attendees?
Answer:	The principle terms of USFilter agreement are provided in Appendix 12, Attachment A of the Background and Technical Documents. Please refer to Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . The USFilter agreement with the site Receiver can be assignable to the contractor. Also, the contractor could elect to have the Receiver keep the contract in effect, and utilize the RO permeate produced to meet the site consumption requirements. Should the contractor elect not to utilize the USFilter produced RO permeate to meet the site consumption requirements, the Receiver's agreement with USFilter will be terminated.
59.	Page 15, 6.F.1., Financial requirements 62.73.640 will this be in line with Florida payments?
Answer:	The contractor may be required to post a performance bond and obtain a stop-loss or cap cost insurance policy to provide financial assurance for the cost of the activities under the contract. See items #3 and #4 of Addendum No. 1. The contractor will not be required to provide separate financial assurance per the requirements of Chapter 62-673.640 F.A.C.
60.	Is there NRDA Liability to permittee? (Pursuant to pg 16.5 of permit)
Answer:	Under general condition 5 of the permit, the contractor would be liable for any natural resource damages he causes. The contractor would not be liable for any pre-existing natural resource damages.

61.	Page 13.3 of Permit. If the Department determines justification to continue stack ops.... Hasn't this been established? Could State reverse this finding?
Answer:	The language in the expired but administratively continued Water Facilities/NPDES permit is in reference to authorization necessary to operate a phosphogypsum stack system associated with an active fertilizer manufacturing facility. Since Piney Point is an inactive facility and undergoing closure of stack system, this condition of the permit is no longer applicable. Furthermore as specified paragraph 4 of the Administrative Agreement (AA) the contractor is not subject to this provision of the permit during the period of the AA.
Questions from Harry Williams at Coburn Construction – August 5, 2004	
62.	How did Shaw get its current contract? By DEP competitive bid? By hire by Receiver?
Answer:	Shaw is under contract with the Receiver as a Program Manager responsible for daily site operations and maintenance, security and safety, etc. The Receiver selected Shaw as Program Manager through a competitive selection process. Shaw is also under contract with the Receiver for construction activities associated with the NGS-N and OGS. The Receiver selected Shaw as the contractor for this work through a competitive bid process.
Questions from Nick Haddon at Moretrench – August 6, 2004	
63.	Is there a digital copy of the plans available for contractors to estimate the quantity take-off of the cut and fill required to complete this project? (i.e. Existing contours verses the final contours.) If available, it is imperative that we receive this information as soon as possible in order for us to perform our take-off.
Answer:	Basic design layout plans and cross sections have been provided. Refer to Figures 1 through 11 posted on the Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . The DEP's tentative quantity estimates, developed by the third-party engineer based on the basic design plans and sections, are provided in Attachment D. Respondents are required to independently estimate all quantities listed in Attachment D. As stated in Attachment C, section C of the ITN, detailed design drawings will be available prior to contract award.
Questions from Charles Robinson at LFR Levine Fricke – August 11, 2004	
64.	Given the short time frame to put together a rather complex conceptual approach and cost for remediation of the Piney Point mine, what information does the DEP require for ITN consideration of the use of insurance? 1. Suggested Structure/Concept/Options for addressing the site liability and cost exposures? 2. Premium cost(s) associated with 1. above? Generally, given the time frame, to complete the technical approach and costing is problematic. Structuring the insurance piece requires the technical approach and associated technical costs be defined with the insurance carrier implementing an analysis of risk. Hence, to underwrite the various options with insurance costs, creates an additional burden that could prove virtually impossible to develop in the allotted time frame. We suggest that the DEP consider allowing that the recommended insurance structure be presented, with costs being negotiated following the contractor selection and negotiated final overall insurance structure.
Answer:	Costs are not requested at this time (see item # 2 and #7 of Addendum No.1). Attachment B, paragraph A.18(b) addresses PLL and the stop loss or cost cap insurance which may be required. With regard to both PLL and Stop Loss, "The terms, coverage and financial structure of the insurance program will be negotiated with the selected respondent(s).... Respondents are required to provide only a concept of the described insurance program with suggested terms and limits of liability. In addition, they are requested to provide evidence of insurability in the form of a letter from an insurance carrier."

Questions from Nick Haddon at Moretrench – August 11, 2004	
65.	It is our understanding that "soil fill" has previously been brought onsite for the construction of some portions of the Gyp Stack Closure Project at the Piney Point Facility. What were the names and locations of the borrow sources used for importing this "soil fill" material?
Answer:	See response to question 55.
66.	Are there any details available regarding the seepage drain outlets/discharge (i.e. lengths, quantities, etc...)?
Answer:	Basic layout plans, cross sections and typical details for the seepage drains are included on the figures posted on the Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm . Detailed design drawings will be available prior to contract award.
67.	Are there any details available regarding inlet/outlet structure & piping to be installed in NGS-S (i.e. length of pipe, depth of installation, etc...)?
Answer:	Refer to Section H.1, paragraph 3, of the ITN Background Information document posted on the Piney Point Invitation to Negotiate - Background and Technical Documents website at http://www.dep.state.fl.us/water/mines/index.htm .
Questions from Louise Kirkpatrick at CDM – August 12, 2004	
68.	In Attachment B, Item A.18 regarding Insurance, it is stated in paragraph b. that "the respondents are required to propose/provide a ...stop/loss or cost cap insurance policy...in addition to Pollution Liability insurance" Further on in that section it is stated "The insurance program may be a requirement of the resultant contract at the sole discretion of the Department." CDM wishes clarification as to the requirement of the cost cap insurance policy
Answer:	See Item #2 of Addendum No. 1. Insurance coverage for PLL, stop loss or cost cap may be required of the successful contractor, at the discretion of the DEP upon completion of negotiations. However, for the purpose of responding to this solicitation, the respondent should provide only a concept of the described insurance program with suggested terms and limits of liability, as well as evidence of insurability in the form of a letter from an insurance carrier.
69.	Are we to assume that the water treatment agreement between the Receiver and US Filter will remain in full force and effect after January 1, 2005? Are we to subtract 146 MM gallons from the quantity on which we figure our price? If the contract with US Filter is not assumed, will they leave the site immediately or will they operate independently over the remaining life of their contract?
Answer:	See response to question 58. For purposes of providing information on the cost information sheet, do not subtract the 146 MM gallons expected to be produced by USFilter from July 1, 2004 through June 30, 2005.
70.	If AutoCAD drawings are not available for the work required to finish the closure of the Piney Point Gyp Stack; will quantities and assumptions be provided in order for us to estimate the earthwork required to finish the stack closure project?
Answer:	See response to question 63.
71.	We would like the details of the Ardaman projected water balance for the Piney Point closure, if possible.
Answer:	Prior water balance analyses for the Piney Point Phosphogypsum Stack System considered a total process system watershed area of 457 acres. As of June 30, 2004, the 24.5-acre lined OGS-S compartment has been excluded from that watershed area. The 20-acre watershed of the converted NCP/Sludge Pond has likewise been removed from the process system watershed because that pond currently contains double-lime treated water. Since the plant is inactive, the water balance parameters are primarily those dependent upon climate, such as rainfall, evaporation and evapotranspiration, as

	well as net seepage input into the facility. The calibrated water balance model for the Piney Point Stack System developed by Ardaman is based on an average annual evaporation rate on the order of 50.5 inches from at-grade ponds and 66.6 inches from elevated stack compartments, an effective evapotranspiration rate on the order of 32 inches per year from the process system watershed, and a net seepage inflow of 104 gal/minute prior to construction of the cut-off wall reducing to an estimated 10.2 gal/minute after construction of the cut-off wall. Long-term normal rainfall in the area averages about 54 inches, but some of the water balance projections were occasionally based on wet weather. Note that pore water drainage from the closed stack is also an input to the process water inventory. Ardaman will continue to use the calibrated water balance model in making future projections. As part of this ITN, respondent may wish to perform his own water balance projections which do not necessarily have to be based on the above assumptions.
72.	Are there any details available regarding the seepage drain outlets/discharge (i.e. lengths, quantities, etc...)?
Answer:	See response to question # 66.
73.	Are there any details available regarding inlet/outlet structure & piping to be installed in NGS-S (i.e. length of pipe, depth of installation, etc...)?
Answer:	See response to question #67.
74.	Is there on-site borrow soil fill? Where have the soil fill needs been satisfied? Are there local borrow sources----How far away? Are the sources adequate for the project closure needs?
Answer:	See response to question 55 regarding contractor's responsibility, and identification of the soil borrow source used in recent construction. It is the contractor's responsibility to identify local soil borrow source(s) that either are, or may become, available. Respondents shall assume that soil will have to be obtained from off-site borrow sources.
75.	Attachment D section B1 Process Water Consumption. Are you looking for the CDM team to price the entire quantity at the lowest ammonia loading we can consistently achieve; or to give alternate pricing for the entire quantity at each loading we can achieve?
Answer:	The DEP will give a higher rank to process water consumption that achieves the lowest ammonia loading, but the cost of treatment is also a factor that will be considered. Respondent may, at his option, assume either consumption of the entire quantity using various loadings, or consumption of the entire quantity at the lowest ammonia loading.
76.	It is unclear in the ITN who would dismantle the chemical plant facility. If the chemical plant is not included in the scope, how & who manages the co-ordination of the disposal of the scale and radioactive metals into the gypsum stacks? It was mentioned during the site visit that some plant material may be placed into the stack, but with a fairly aggressive closure schedule the stack may be entirely closed prior to plant demolition.
Answer:	See responses to questions 8 and 11.
77.	Attachment C Section C.4. Is the waste material to be "encapsulated" in something before being covered with gypsum?
Answer:	See response to question #12.
78.	Attachment C Section D.8 says "closure of all other areas at least one year prior to the end of the contract period". Does this include the NCP lime sludge disposal site and the plant solid waste disposal site? Can they be kept open until all of the appropriate material from the site is disposed?
Answer:	It does include the NCP lime sludge pond. However, closure does not include dismantling of the chemical plant. DEP may elect to have certain designated solid waste materials related to the production and conveyance of phosphogypsum and cooling pond water to be disposed of by the contractor. See responses to questions 8 and 11.

79.	Are site electrical costs paid by a party other than the respondent? If not, please provide the last two year payment history.
Answer:	The respondent will be responsible for electrical costs. For a payment history see the document titled <i>Electrical Cost History</i> posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm
80.	Please provide, by month, the last year of fixed and variable costs for double lime treatment and ammonia spray system operation. Please include feed and discharge quantities as well as yield each month.
Answer:	Historical costs for operating the lime station, which includes the ammonia spray system operations and maintenance, are not separately accounted for nor broken down by fixed and variable. For approximate overall costs for this system (equipment, chemicals, and personnel) see document titled <i>Lime Station Costs</i> posted at the following website: http://www.dep.state.fl.us/water/mines/piney.htm .
81.	What has been the maintenance history over the past two years for the lime treatment system, in particular, and the US Filter RO system? Please include individual expenditures of over \$20,000.
Answer:	See response to questions 80 and 82. Information on individual expenditures over \$20,000 can be made available through the review of the invoices submitted on file at the DEP. If you wish to make arrangements to review and copy invoices at the DEP's Bureau of Mine Reclamation Office in Tallahassee, please contact Ms. Linda Henderson at 850 488-8217.
82.	What are the lime treatment system and US Filter RO system operating costs (in \$/1000 gallons treated)?
Answer:	See response to question 80 on costs associated with the lime treatment system. No information is available regarding the USFilter operating costs. The USFilter contract is on a production basis only. They are paid only for water produced that meets the specifications in the contract. USFilter is currently paid \$17.95 dollars for each 1000 gallons of permeate produced meeting specifications.
83.	What is the area and volume of the ammonia spray ponds?
Answer:	The area of the ammonia spray ponds is just under nine acres and the estimated volume is about 8 million gallons.
84.	Please provide information relating ammonia N level to rate, temperature, and time of year for the existing system. Please include input and output N levels for spray systems.
Answer:	The ammonia removal system consists of six separate spray cells as described during the August 5th presentations and site tour. Additional information is also provided in Appendix 12 of the Background and Technical Documents. The current system has been in operation since the second quarter of 2003 when the four aeration cells located adjacent to the gypsum stack became operational. As noted during the August 5th presentation, the system performance prior to 2004 is not representative of the performance in 2004 because: (1) work continued throughout 2003 to optimize the ammonia removal efficiency of the four new ammonia aeration cells; and (2) flow rates through the system during much of 2003 were well in excess of the one million gallons per day rate projected to be required going forward. Prior to 2003, the system was not operated using the current flow sheet. The document titled <i>Double Lime Flow and NH3</i> presents the flow rates and ammonia levels for 2004 to date on a daily basis. Input ammonia levels ranged between 600 and 900 milligrams per liter (mg/L) NH3 throughout this period. Water temperature measurements have not been taken to date at these sampling stations. The document can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm.

85.	Please provide recent lab data and in plant analysis for pond water, RO permeate, RO reject, double lime water, and #5 pond treated water. Also please provide discharge water analysis for the most recent 12 months.
Answer:	Appendices 3 and 12 of the ITN Background Information presents all of the available 2004 water quality laboratory data for the requested water streams. In-plant analyses of double lime water are presented in the document titled <i>Double Lime Flow and NH3</i> referred to in the response to question 84 above. The documents titled <i>RO-U.S. Filter</i> and <i>Outfall 003</i> present the available data for the U.S. Filter RO permeate and water discharged from the site. These documents can be viewed at the following website: http://www.dep.state.fl.us/water/mines/piney.htm Please note that RO reject has not been monitored other than the data presented in the ITN Background Information Appendices referenced above. Please also note that data from prior to 2004 is not considered representative for the reasons presented in the response to question 84 above.
86.	Is the 4/5/04 double lime water analysis of 15,000 μ S/cm an anomaly?
Answer:	Probably. Note that this analysis reports sulfate at 5,400 mg/L, sodium at 1,400 mg/L, and total dissolved solids at 7,100 mg/L. Note also that Table 6 reports a conductivity level of 8,130 microsiemens per centimeter on this date in pond five.
87.	Explain the current system for blending waters for discharge to 003.
Answer:	The current system for blending waters for discharge to 003 consists of piping from the RO complex and the acidulation station that is connected to a submerged HDPE pipe that flows to the outfall. However, due to the various water management alternatives implemented prior to 2004, pumps, pipes, and valves are in place to effectuate a variety of blending techniques in tanks in the former manufacturing area to accomplish blending prior to pumping to 003. The instrumentation presently onsite is insufficient to accomplish precise ratios, but is sufficient to accomplish approximate ratios.
88.	Can we get historical rain fall data, by month, for the last 2-3 years at the site?
Answer:	See response to question 2.
89.	Can we get a scaled map showing estimated water shed areas and type (i.e. contaminated runoff vs. un-contaminated runoff)?
Answer:	The site aerial photograph and topographic map in Figures 1 and 2, respectively, of the ITN Background Information document posted at http://www.dep.state.fl.us/water/mines/index.htm are scaled maps (when plotted full size). See response to question 71 regarding process system watershed areas.
90.	Would innovative, non traditional and possibly commercial methods of nutrient (i.e. P and NH3) removal from the site, that have yet to be developed and tested, be considered and/or allowed after the start of the contract?
Answer:	See response to question 57.
91.	It was stated that US Filter received about 2 million gallons per day of pond water and produced about 400 to 500,000 gallons per day of permeate; what is the volume of the total reject stream including waste clay clarifier underflow, multimedia filter reject, RO reject, washings, etc. Is an analysis of this total reject stream, or a 24 hour composite available? What is net yield of "Total system" i.e. Permeate out as related to total pond water input together with well water, process water used and contained water in, etc. chemicals added (e.g. NaOCl, NaOH, Na2S2O3, and anti-scale and cleaning chemicals)?
Answer:	Historically, U.S. Filter has achieved a net yield of about 30 to 35 percent of the inflow to their system. This means that about 2.1 million gallons per day (MGD) were withdrawn from the process water system; 0.7 MGD was discharged through Outfall 003; and 1.4 MGD was rejected back into the system. The water quality data in Tables 2, 3, and 4 of Appendix 12 of the ITN Background information generally support this conclusion.

	Beginning in May 2004, the net yield from U.S. Filter's system decreased significantly commensurate with the significant reduction in the process water inventory. This decline in yield was caused by reject from both U.S. Filter and another RO vendor creating continuously increasing levels of pH and dissolved solids in the remnant process water inventory. Coupled with warm temperatures and below average rainfall, algae growth in the untreated process water resulted in influent turbidities of over 200 nephelometric units, causing U.S. Filter to reduce production to address this problem. Rainfall continued below average through July. Whether dilution from heavier rains in August or a solution developed by U.S. Filter will result in a return to the historical net yield remains to be seen. Nevertheless, even with the reduced net yield, U.S. Filter production since July 1, 2004 equates to an annual rate of 149 million gallons, which exceeds the rates projected during the August 5th presentation.
92.	Under the Qualifications section, No. 4.a. – for team experience it reads: “Provide a detailed narrative of your organization’s (your team’s) experience and expertise in each of the areas/categories identified below, with particular emphasis on experience during the last 5 years.” Will experience beyond the last 5 years be considered in scoring this portion of the ITN?
Answer:	Experience beyond that last 5 years will be considered, but respondents are encouraged to emphasize more recent experience.
93.	Are graphics acceptable in sizes other than 8.5 x 11, preferably 11 x 17?
Answer:	See Item # 6 of Addendum No. 1.
94.	Attachment D, the Cost Information Sheet, has check boxes for several contract types which are also referenced earlier in the ITN. However, in the pricing sheets Items A through E are primarily Lump Sum amounts. How should we present pricing if we select one of the alternative contract types such as Cost Reimbursement Not –to-Exceed?
Answer:	The quantities in Attachment D – Cost Information Sheet are lump unit quantities where indicated, but the proposed price could either be a lump sum price or a not-to-exceed cost reimbursement amount. Respondents must specify which budget categories represent fixed price lump sum amounts and which are not if a combination Fixed Price / Cost Reimbursement Not-to-Exceed contract is sought.
95.	In Section A.9 of Attachment B, it states:” The purpose of this ITN is to negotiate and contract with an organization to provide the closure of the Piney Point Phosphates Phosphogypsum Stack System. The Department will consider joint ventures and professional affiliations among organizations qualified in different areas of expertise, only if a single proposal is submitted by the respondent’s team prior to the solicitation deadline.” Under the Client Reference Forms, Attachment E – for respondent experience it reads: “The respondent must list a minimum of three separate and verifiable projects for clients of the respondent (not intended subcontractors).” Due to the wide areas of expertise required (earthwork, water treatment, liner placement, stack closure) can we include team member client references as Client Reference Forms in lieu of prime respondent references only? This does not seem to take advantage of the best expertise and lowest cost available to the State of Florida and may be inferred to favor the incumbent. Please clarify this requirement.
Answer:	The client reference forms mentioned in Section A.26,10 of Attachment B and reproduced in Attachment E are intended to be used by the prime respondent or joint venture partners, if applicable. The ranking will be made based on respondent's past performance on any type project performed covering any one of the work categories specified in this solicitation. Note also that the team members documented experience, with specific project references, should be included to clearly demonstrate and verify each respondent's team member qualifications in each specified area of expertise per Section A.26, C, 4 of Attachment B. All team members' qualifications will be considered in allocating scores under Section III, D of Attachment F.
Questions from William Daddono at Shaw Environmental, Inc. – August 20, 2004	
96.	Will the FDEP be performing monthly inspections at the site? If so, what are the standards for the inspections?
Answer:	DEP, the Receiver, and the third party engineer will make inspections as needed to verify the contractor's compliance with the terms of the contract and the construction designs and specifications.

97.	Releases of Lien, from subcontractors or material men, are going to be required according to the Receiver's presentation during the site visit. Will the Releases of Lien be required before payment is to be made to the Prime Contractor?
Answer:	Yes.
98.	What is the expected timeframe from invoice to contractor payment?
Answer:	The state has up to forty (40) days from receipt of a complete, correct and approved invoice to issue payment. Refer to Attachment I, paragraph #8.
99.	Please confirm invoicing is to be once per month per Attachment I, Article 7, paragraph D.
Answer:	At this time, the Department has specified monthly invoicing, however, this may be subject to change pursuant to negotiations.
100.	Can legible reproductions of signed letters from subcontractors (per Attachment B Article 26, paragraph E) be used in lieu of originals?
Answer:	Legible reproductions of signed letters are acceptable.
101.	Is the bid opening on September 2, 2004 going to be a public opening?
Answer:	Yes, however, please refer to Item #1 of Addendum No. 1, which changes the solicitation opening to September 10, 2004 at 2:00 p.m. EDT.
102.	Per Attachment B Article A.23 Subcontracting, please supply a list of Minority Owned firms that may be considered.
Answer:	See answer to question #51 above.
103.	What type and duration of project meetings will be required?
Answer:	The type and duration of project meetings will be negotiated with the selected respondent, but it is anticipated the contractor will provide weekly water reports (see response to question 21 for an example of the contemplated report), monthly written status reports to be submitted with invoices documenting the progress made and quarterly project meetings with the DEP, Receiver and third party Engineer. More frequent project meetings may be needed early in the contract term.
104.	Please describe the Prime Contractor's level of support in dealing with Public Relations?
Answer:	The contractor's primary role in public relations is to provide accurate and timely information of the status of the project as discussed in question 103 above. In addition, the contractor may periodically be asked to facilitate tours of the site for members of the public, media, and government agencies.
105.	Who will be responsible for escorting visitors during the duration of the contract?
Answer:	As discussed in the scope of services, Attachment C of the ITN, the contractor is in charge of site safety, and is required to develop, publish, update and adhere to a site operation and maintenance plan. As discussed in response to question 104, above the contractor will be asked to facilitate tours of the site. Provisions related to escorting visitors on the site should be included in the operation and maintenance plan and will be the responsibility of the contractor. Persons other than the contractor and his employees, subcontractors, DEP staff, Bankruptcy Trustee and his representatives, and the third party engineer and his employees must seek permission to access the site through the Receiver.

106.	Will there be a Dispute Resolution clause in the contract? The engineer will be contracted by the Receiver; however, the Prime Contractor will be hired by the FDEP.
Answer:	Yes.
107.	In the event of litigation, inquiry, lawsuit, or other legal review, will the FDEP provide assistance in the defense of the data contained within the ITN and past/future correspondence with FDEP?
Answer:	FDEP will authenticate materials and statements made by it in connection with the ITN, and will identify the source of all heresay information adopted by the FDEP or incorporated into materials published by FDEP.

End of Questions and Answers for DEP Solicitation No. 2005002C