

"Healthy environment, healthy people"



Steve Bullock, Governor
Tracy Stone-Manning, Director

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August 13, 2014

STATE OF MONTANA
REQUEST FOR PROPOSAL ADDENDUM
RFP NO.: 215004

TO BE OPENED: August 22, 2014

TITLE:

Business Case for Montana's Nutrient Trading Program

ADDENDUM NO. 1

To All Offerors:

Attached are written questions received in response to this RFP. These questions, along with the State's response, become an official amendment to this RFP.

All other terms of the subject "Request for Proposal" are to remain as previously stated.

Acknowledgment of Addendum:

The offeror for this solicitation must acknowledge receipt of this addendum. This page must be submitted at the time set for the proposal opening or the proposal may be disqualified from further consideration.

I acknowledge receipt of Addendum No.1.

Signed: _____

Company Name: _____

Date: _____

Sincerely,

A handwritten signature in blue ink that reads "Vicki J. Woodrow".

Vicki J. Woodrow
Contracts Officer

Section Number	Question/Answer
	<p>Q 1. Is there a minimum or maximum page limit for proposal?</p> <p>A 1. No, however, DEQ does prefer that Offerors be conscientious of cost savings and prepare proposals as economically as possible.</p>
	<p>Q 2. Was this RFP publically advertised?</p> <p>A 2. Yes, in accordance with State Procurement Bureau policies and procedures.</p>
	<p>Q 3. Were specific firms invited to submit a proposal for this RFP, and if yes, can you identify those firms?</p> <p>A 3. Yes. However, this Question and Answer period is to address vendor questions to clarify information in the RFP or Model Contract to aid Offerors in their proposal development. Therefore, DEQ will not be identifying firms at this time.</p>
	<p>Q 4. What additional background information has the State DEQ collected or prepared that will be made available to the selected consultant for use on this project (if any) since the adoption of Circular 13?</p> <p>A 4. Nothing specific. During development of Montana Nutrient Trading Policy (Circular DEQ 13), DEQ was clear that it did not intend to administer a statewide nutrient trading <i>program</i>. Rather, DEQ intended that a program develop in private, free markets without growing the size or resource commitment of state government. Since then, DEQ has observed potential trades being studied at a local scale, but that a broader, collaborative program may help to establish conforming business practices be installed.</p> <p>DEQ believes that much of the background information necessary to develop the business case exists in the form of DEQ Circular 13, the experience of other states/organizations who successfully developed trading programs, existing MPDES permittees, and the associations representing local governments, industry, agriculture, and environmental protection interests.</p>
Contract Terms and Conditions	
Section 3.1 Warranty of Services	<p>Q 5. We would request to strike the word "warranty" and ask to include our Standard of Care language (will be provided if this is acceptable). Is this acceptable?</p> <p>A 5 DEQ would need to review the language in order to make an informed decision but is willing to discuss during contract refinement process.</p>
Section 7 Hold Harmless /Indemnification	<p>Q 6. The stated obligation includes "the cost of defense". We request the addition of the following sentence to the paragraph "Notwithstanding the foregoing, the parties agree that the Indemnitor's (our firm) obligation to defend the Indemnitee (State) is solely limited to reimbursing Indemnitee for its cost for defending a claim if Indemnitor's negligence gave rise to such claim." Is this</p>

	<p>acceptable?</p> <p>A 6. Pending full legal review, this language may be acceptable.</p>
<p>Section 10.5 Certificates Of Insurance / Endorsements</p>	<p>Q 7. We typically do not provide complete copies of course insurance policies to Clients, as they are considered proprietary and confidential information. In the event of a claim, relevant information (only) on a policy would be provided and protected under attorney/Client privilege. Is this acceptable?</p> <p>A 7. In the event of a claim, DEQ's preference is that a copy of the insurance policy be provided if requested. DEQ, however, would be open to discussing options during the contract refinement process.</p>
<p>Section 14.1 Mutual Use</p>	<p>Q 8. We would request that our final contract clarify that the State indemnifies us for unauthorized re-use or alteration of the Work Products we provide under this project. Is this acceptable?</p> <p>A 8. The language in question is established by the State's Risk Management and Tort Defense Division and is the State's required language. DEQ would consider discussing this issue during the contract refinement process.</p>