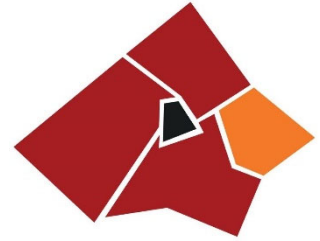


# **Request for Qualifications: Professional Consulting Services/Brownfields Grants**



**Central Virginia Planning District Commission**

Release Date: April 20

Proposal Due Date: May 11, 3 p.m.

Materials and questions should be sent to: [gary.christie@cvpdc.org](mailto:gary.christie@cvpdc.org)

## **Section I: Introduction**

The Central Virginia Planning District Commission (CVPDC), through this Request for Qualifications (RFQ), is seeking a qualified environmental consulting firm to provide environmental and engineering services to support the region's brownfields assessment and clean-up program.

The initial focus of the project will be securing a U.S. EPA Brownfields Assessment Coalition grant.

To be considered for selection, consultants must have documented experience writing applications and providing the Brownfields-related consulting services with projects funded by EPA and state grants.

## **Section II: Scope of Services**

Activities of the Consultant shall include but not necessarily be limited to the following:

- 1) Grant Preparation and Administration: Includes collection of data, grant writing, meeting with existing community groups and assistance in the identification of potential properties or areas to be included in the application. Likely to include communicating with property owners.
- 2) Property Identification and Inventory: Working with local officials to identify and develop a database of potential Brownfield properties and assist the coalition in developing a set of criteria to prioritize the identified properties for evaluation.
- 3) Site Characterization and Assessment Activities: As part of the work, the consultant may be asked to conduct Phase I Environmental Site Assessments (ESA) and Phase II ESAs, as well as preparation of cleanup plans. Included in this task is the development of the following plans:
  - a. Quality Assurance Project Plans (QAPP)

- b. Site Specific Sampling and Analysis Plans (SAPs)
- c. Health and Safety Plans (HASP)
- d. Site Investigation reports

Documents are required to follow applicable state and industry standards, including ASTM and All Appropriate Industry (AAI) standards for property transactional work.

- 4) Community Involvement Assistance: The consultant may be asked to support the region in public involvement and community outreach activities to ensure that the community concerns are considered and addressed in the assessment planning and execution process of the projects. This may involve community engagement plans, public meetings/hearings, and effective communication methods. Consultation with prospective private landowners is anticipated.
- 5) Cleanup and Development Planning: The consultant may be asked to complete site specific cleanup and redevelopment planning documents, including Analysis of Brownfield Cleanup Alternatives (ABCAs), site remediation Work Plans, conceptual redevelopment site plans, etc. In addition, consultant may be asked to conduct community visioning sessions and/or workshops to solicit input and generate redevelopment options. The consultant may also assist in the negotiation of voluntary cleanup with the Virginia department of Health (VDH) and the Virginia Department of Environmental Quality (DEQ).
- 6) Cleanup and Remediation Activities: The consultant may be asked to complete cleanup and remediation of selected Brownfield properties in accordance with all local, state and federal regulations. Activities may include the preparation of a Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP), securing all approvals and permits, completing confirmation sampling activities, developing bid documentation, coordinating and overseeing remediation activities, and/or completing the site remediation activities.
- 7) Grant Administration: The consultant may be asked to provide comprehensive or partial grant administration activities assisting PDC and local staff that include but are not necessarily limited to: acting as liaison between the CVPDC and applicable regulatory agencies; coordinating kickoff and weekly/monthly meetings; and completing the final report for grant close out.
- 8) Other Brownfield Related Duties: The Consultant may be asked to conduct and complete other duties that may be required for a successful program that have not been anticipated in this call for services.

### **Section III: Response Format**

Please submit an electronic copy of the Statement of Qualifications (SOQ) that can be distributed electronically to the coalition committee. The submittal shall be no longer than 12 pages (including organizational chart) and shall include the information outlined below.

To ensure fair and equitable evaluation, proposals should be organized into the following separate sections.

- Experience and Capacity

The SOQ shall include a summary of the following:

- History of the firm's experience providing Brownfields services as described herein;
- Brownfields grant application and administration experience/capacity;
- Brownfields project experience (both EPA and private Brownfields experience);
- Description of firm's organizational structure and the names and experience of key individuals who will work on the project including professional registrations and experience working with USEPA and other agencies;
- Disclosure of any potential conflicts of interest.

- Proposed Methodology

The SOQ shall include an organization chart and a description of how the firm will complete the scope of work described herein. Include a description of the relevant services provided by your firm.

- References

The SOQ shall include at least three (3) references for similar services/projects that have been provided by your firm and the dates of service. Please include the reference name, company/locality, email address and phone number. Also include a description of the services and key personnel that were involved in the project.

- Billing Rates

### **Section IV: Selection Criteria**

Responses will be evaluated on the following criteria:

- Experience and ability to complete the work - 35 points
- Demonstrated Brownfields experience including successful grant writing and administration - 25 points
- Technical approach and understanding of scope of work - 20 points
- Quality of performance on Brownfields projects - 15 points
- Billing rates - 5 points

## **Send Responses To:**

All responses must be received by 3:00 p.m. on Tuesday, May 11, 2021. E-mails should be labeled as "Request for Qualifications: Brownfields Services".

Send the electronic materials to:

[Gary.christie@cvpdc.org](mailto:Gary.christie@cvpdc.org). You'll receive an acknowledgement that your submittal has been received.

Prior to award an oral presentations to the CVPDC and its coalition committee may be requested. The request of an oral presentation shall in no way constitute acceptance or imply that an agreement is pending. The CVPDC reserves the right to award this opportunity based on the initial SOQ response without oral presentations.

## **Section V: Award of Contract**

The CVPDC shall engage in individual discussions with two or more firms deemed fully qualified, responsible, and suitable, on the basis of the initial responses and with emphasis on professional competence to provide the required services. At the conclusion of these discussions, on the basis of the evaluation factors published in the request for qualifications, the CVPDC shall select in the order of preference two or more firms whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the CVPDC can be negotiated, the award shall be made to that firm.

Otherwise, negotiations will the firm ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated.

The CVPDC may cancel this Request for Qualifications or reject all submissions at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D). Should the CVPDC determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that firm. Firms not selected shall be notified in writing.

## **Contact Information:**

Questions should be submitted in writing to the Gary Christie, CVPDC Executive Director, 828 Main Street, 12<sup>th</sup> floor, Lynchburg, VA 24504, [gary.christie@cvpdc.org](mailto:gary.christie@cvpdc.org).

All questions and answers will be posted on the CVPDC website, [www.cvpdc.org](http://www.cvpdc.org).

## **General Central Virginia Planning District Commission RFQ/P Terms and Conditions:**

The Offeror in this section refers to the firm, entity, or individual submitting a proposal to the CVPDC.

Payment will be made to the offeror once each month based upon CVPDC approved satisfactory and actual services rendered and/or goods received and invoices submitted by offeror.

In the case of default by the successful Offeror or failure to deliver goods/services ordered by the time specified, the CVPDC, after due written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs.

Federal Funds – Apply to Only Federal Funded Projects: During the course of its normal operation, the CVPDC may become responsible for the advertisement and administration of roadway construction projects that are federally funded. For these projects, the federal guidelines and requirements identified in Executive Order 11246, U.S. DOT 1050.2, and the DBE Policy Statement shall be required.

By submitting their proposals, the Offerors certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

By submitting their proposals, Offerors certify to the CVPDC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans With Disabilities Act, and §11-51 of the Virginia Public Procurement Act.

During the performance of any contract resulting from this RFQ/P, the contractor agrees as follows:

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purpose of these requirements.
- d) The Offeror shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

By submitting their proposals, the Offerors certify that they do not and will not during the performance of any contract resulting from this RFQ/P employ illegal alien workers, or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the CVPDC all rights, title and interest in and to call causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the CVPDC under said contract.

The CVPDC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services proposed, and the Offeror shall furnish to the Town all such information and data for this purpose as may be requested. The CVPDC reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The CVPDC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the CVPDC that such bidder is properly qualified to carry out the obligations of the contract.

Upon award of a contract, it shall not be assignable by the Offeror, in whole or in part, without the written consent of the CVPDC.

Changes to any contract resulting from this RFQ/P can be made in any of the following ways:

- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b) The CVPDC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the

notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the CVPDC a credit for any savings. Compensation shall be determined by one of the following methods:

- 1) By mutual agreement between the parties in writing; or
- 2) By agreeing upon a unit price or using a unit price set forth in the contract; or
- 3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the CVPDC with all vouchers and records of expenses incurred and savings realized.

The CVPDC reserves the right to reject any or all bids or proposals, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the CVPDC to be in its best interest. Due consideration will be given to price, previous experience, and the ability of the Offeror to render required services. The CVPDC also reserves the right to conduct any tests it may deem advisable and to make all evaluations.

### **Insurance Requirements:**

- a) Indemnification - The Offeror agrees, to the fullest extent of the law, to indemnify and hold the CVPDC harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Offeror's duties and responsibilities under any agreement that results from this request for proposals. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for proposals. The Offeror shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.
- b) Insurance - The Offeror shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content satisfactory to the CVPDC, and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the CVPDC, participating

coalition jurisdictions, and such other persons as the CVPDC shall designate against any liability imposed by law upon the CVPDC, the Offeror, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Offeror. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage.

Worker's Compensation and Other Insurance - The Offeror shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

- c) Upon award, the Offeror shall provide the CVPDC with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.

**Cancellation of Contract:**

The CVPDC reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

**Applicable Law and Venue** - This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any action brought relating to the interpretation or enforcement of this Agreement shall be brought in the courts of the City of Lynchburg, Virginia, unless otherwise required by law.

**Availability of Funds:**

Agreements are made subject to the appropriation of funds by the CVPDC and are null and void in the event of non-appropriation by the CVPDC. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the CVPDC.

**Drug-Free Workplace**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful



manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against the employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **Safety and OSHA Standards**

All parties performing services for the CVPDC shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency guidelines.

### **Cooperative Procurement**

This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except, architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to a public body will have no effect on consideration of your bid.

**END OF RFQ**

## **Advertisement and Website information**

### **Request for Qualifications**

Environmental Engineer Professional Consulting Services

The Central Virginia Planning District Commission seeks Qualifications by May 11 from Environmental Engineers to assist with preparing Brownfield Assessment grants. Information is available at \_\_\_\_\_.