



Request for Qualifications

for

**2021 EPA BROWNFIELDS – ENVIRONMENTAL
CONSULTING SERVICE**

Proposals due by:
September 25, 2020 at 12:00 p.m. (CDT)

Hazard Mitigation Planning
kimberly@rapc.info
318-487-5401 ext. 19

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Request for Qualifications for Environmental Consulting Services

I. INTRODUCTION

A Brownfields is a property, whereby the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. We are committed to sustainability and the utilization of existing infrastructure, through grants from the U.S. Environmental Protection Agency's ("EPA's") Brownfields and Land Revitalization Program; therefore, the Rapides Area Planning Commission ("RAPC") is seeking to assist the City of Pineville, Louisiana ("City"), a local municipality, by providing environmental assessments, cleanup plans and technical assistance.

The RAPC intends to apply, on behalf of the City of Pineville, Louisiana, for a Community-Wide Brownfield Assessment Grant from the EPA to assess hazardous and petroleum sites. If the RAPC is successful and awarded a grant, grant funds will be used to involve the community in the decision-making process, to identify priority sites, to conduct Phase I and Phase II Environmental Site Assessments ("ESA's") at priority sites, and to conduct cleanup and redevelopment planning of assessed brownfields properties. Many potential brownfields sites may be in a federally designated flood plain.

Through this Request for Qualifications ("RFQ"), the RAPC is soliciting qualification statements from experienced, qualified environmental firms ("Respondent") with documented experience with federal brownfields environmental assessments and related services for local governments with similar characteristics to the City of Pineville. The Respondent should be able to 1) assist in writing the grant application and assist with management and execution of this grant and future related grant projects, should the RAPC be awarded an EPA Brownfields Assessment Grant (since no Federal Brownfield funding has been awarded at this time, no minimum order or work is guaranteed).

Under this RFQ, one (1) Respondent will be selected to conduct environmental activities with Petroleum and/or Hazardous contamination under this Brownfields Community Wide Assessment Grant. The RFQ is open to all parties capable and qualified to meet the objectives and requirements described in this document.

Any interested Respondent must have prior experience with:

- setting up and managing Brownfields programs
- conducting Brownfields Inventory
- participating in Community Outreach
- performing Phase I and Phase II ESAs
- developing Quality Assurance Project Plans (QAPP's) and Corrective Action Plans
- working with Louisiana State Regulators regarding solid waste and brownfields assessment and remediation

- providing support in the identification of potential funding sources for cleanup activities including identifying and assisting with future grant applications
- preparing cleanup and redevelopment plans

These services will also be secured in accordance with the grant program's selection protocol and the RAPC's purchasing policies, that includes the publishing of a Request for Qualifications and/or reevaluation of any existing Professional Service Agreement (PSA). The Respondent will assist with project management and performance of environmental assessment activities. The RAPC will work together with the Respondent to ensure the timely and successful expenditure of funds and completion of all technical, administrative, and financial requirements of the project and grant.

II. RULES GOVERNING COMPETITION

This RFQ is not an invitation to bid nor is it a request for proposals under the procurement provision of the Louisiana Code. The RAPC does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Issuance of this RFQ in no way constitutes a commitment by the RAPC, and neither this RFQ nor the response shall be construed as a legal offer. In no event shall any obligation of any kind be enforceable against RAPC unless a written agreement has been executed.

The RAPC reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award resulting from qualification under this process, if it is in the best interest of the RAPC to do so. The RAPC also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.

Prior to submitting qualifications to this RFQ, Respondents should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work. By submitting a response to the RFQ, each Respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

All materials submitted in response to this RFQ become the property of the RAPC and selection or rejection of a submittal does not affect this right.

The RAPC reserves the right to reject all responses without cause, waive irregularities in all procedures related to this RFQ, make inquiries of Respondents and their references regarding qualifications or information submitted as part of their responses as deemed necessary, conduct personal interviews of any or all Respondents, and request and receive additional information as RAPC deems necessary.

RAPC will not assume any responsibility or liability for any expenses incurred by a Respondent, or prospective Respondent, because of the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this

RFQ. The RAPC is also not responsible for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the highest-ranked Respondent, contract award, or rejection of qualification.

Work performed under agreements resulting from this qualification will be subject to federal contractual provisions. The RAPC hereby puts Respondents on notice that a successful award at the end of this process will be contingent upon an agreement between RAPC and the Respondent to comply with standard federal contractual provisions, including but not limited to, minimum Federal (Davis-Bacon) wage rates. In the event the Respondent selected does not enter into the required agreement with RAPC to carry out the purposes described in this RFQ, RAPC may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.

Respondents not selected will be notified in writing.

Selection is anticipated to be announced within five (5) business days of the submittal deadline. All offers must be complete and irrevocable for ninety (90) business days following the submission date.

The content of all qualifications will be kept confidential until the selection of the Consultant is publicly announced. At the time of contract awarding, all qualifications will become public information.

Qualifications are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be placed on:

- Conformance to the RFQ instructions
- Responsiveness to the RFQ requirements
- Overall completeness and clarity of content

All RFQ response submittals must be signed and sealed. An officer or other agent authorized to sign contracts or other agent if properly authorized by a Power of Attorney or equivalent document may sign the Qualification Statement. The name and title of the individual/s signing the qualification must be clearly shown immediately below the signature.

Respondents may withdraw a qualification at any time prior to the final submission date by sending written notification of its withdrawal, signed by the same officer or other agent as previously noted. The Respondent may thereafter submit a new or modified qualification prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final qualification cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the RAPC after the date of receipt and/or following oral presentations, if any were requested.

No oral change or interpretation of any qualification contained in this RFQ is valid whether issued at a pre-qualification conference or otherwise. Written addenda will be issued when changes, clarification, or amendments to qualification documents are deemed necessary by the RAPC.

III. SELECTION PROCESS

The RAPC will review all the responses in the following manner:

- a. Each response will be evaluated based on the minimum qualifications previously listed and the evaluation criteria and methodology below.
- b. The RAPC reserves the right to conduct interviews of any Respondent it deems necessary as a part of its evaluation of responses. Based on the results of that evaluation, the response(s) determined to be most advantageous considering all the evaluation criteria, may be selected by the RAPC.

IV. EVALUATION CRITERIA AND METHODOLOGY

Responses will be evaluated based upon the documented ability of the Respondent to satisfy the requirements of this RFQ. Threshold eligibility requirements include the following:

- a. Registered to do business in the State of Louisiana, including all hired subcontractors.
- b. At least five (5) consecutive years of experience working on EPA Brownfields Projects at hazardous and petroleum sites; including experience with organizing community involvement, conducting Phase I/Phase II ESA's, preparing QAPP's, Work Plans, and HASPS, facilitating community involvement, and preparing ABCA's and Remedial/Corrective Action Plans.
- c. A minimum of five (5) consecutive years of environmental experience, working in, or with City, state, local governments and other agencies within EPA Region 6, addressing economic redevelopment issues.
- d. At least one (1) Louisiana registered Professional Engineer on full time staff.
- e. At least one (1) Certified Asbestos and/or Certified Lead Inspector as recognized by LDEQ on full time staff. These qualifications may be held by a single individual.
- f. Must have successfully assisted one (1) or more municipalities with a written EPA Brownfields Assessment Grant application, which led to the award of a minimum of three (3) EPA Brownfields Assessment Grants within the last five (5) consecutive years.
- g. Must provide proof of current insurance coverage. The RAPC reserves the right to request additional insurance coverage or terms during the contract negotiation period.

If a Respondent does not satisfy the threshold eligibility requirements above, the response will not be further evaluated and scoring will not be completed.

| Evaluation Score Methodology | Max Points Available |
|---|-----------------------------|
| Company background and general statement of environmental capabilities. Include legal name, years in business, number of offices and employees, and general information on services offered. | 10 points max |
| Qualifications to provide services related to provide EPA brownfields technical and program management assistance, including grant application & award. | 20 points max |
| Qualifications of your staff and key personnel who will be performing the work and identify the specific point(s) of contact for the RAPC relationship. Include project organization chart and resumes of key personnel proposed for the project. Identify any Subconsultants or Subcontractors anticipated to be utilized to complete the requested scope of work. | 20 points max |
| Provide a list, of no more than ten (10), EPA Brownfields Assessment projects completed. Include and identify a minimum of three (3) of those projects that have demographic size, poverty level, and volume of blight similar to the City of Pineville. | 20 points max |
| Project approach including schedule and budget control to give the RAPC an idea on how your firm would approach the requested Work Orders. | 10 points max |
| Location of the firm. More points for offices located in Louisiana and accessibility to the RAPC and Pineville area. | 10 points max |
| Indicate percentage of EPA Brownfields Assessment Grant writing success award rate in the past five (5) consecutive years. Provide a minimum of three (3) municipal contacts and their contact information, from those awards, to serve as references. | 10 points max |
| Total Maximum Possible Score: | 100 points |

V. SCOPE OF WORK

The Scope of Work to be performed by the selected Respondent (“Consultant”) will be on an as-needed basis, and all with the assistance of and/or guidance from the RAPC:

- 1. Grant Application:** The Consultant may be asked to write the initial grant application to ensure compliance with EPA requirements and increase odds of grant award. There will be no fee paid for initial grant application services, whether or not the RAPC receives the grant award for that year’s application. Grant application activities include:
 - Meetings for community engagement.
 - Meeting with RAPC and City staff to explain City’s history and potential.
 - Assist in identification of potential properties.

2. **Grant Management:** Once a grant is awarded, the Consultant may be asked to assist in the management of grant activities to ensure compliance with EPA requirements. Grant management activities include:
 - Preparation of monthly reports documenting activities and quarterly reports for submission to EPA.
 - Preparation of all necessary reporting forms to be submitted to EPA on behalf of the RAPC, including financial reimbursement forms, the MBE/WBE forms, etc.
 - Completion and distribution of a final close-out report summarizing all grant activities.
 - Development of a Work Plan.
3. **Property Identification and Inventory:** The Consultant may be asked to work with the RAPC to identify, develop, and refine a database of potential brownfields properties, to include the development and implementation of a set of criteria to prioritize the identified properties for evaluation.
4. **Site Characterization and Assessment Activities:** As part of the work, the Consultant may be asked to conduct Phase I and Phase II ESAs as well as preparation of cleanup plans, including development of the following plans and reports:
 - Generic Quality Assurance Project Plan (QAPP).
 - Site specific QAPP's.
 - Sampling and Analysis Plans (SAP's).
 - Health and Safety Plans (HASP).
 - Site investigation reports.

The QAPP shall be developed in accordance with Region 6 EPA Standard Operating Procedures and Quality Assurance Manual; EPA Quality Assurance Guidance for Conducting Brownfields Site Assessments (EPA 540-R-038); and/or EPA Guidance on Quality Assurance Project Plans (EPA QA/G-5).

Site characterization and assessment activities shall be conducted in accordance with EPA's All Appropriate Inquiries rule and the American Society for Testing and Materials (ASTM) standard E1527-13. State of Louisiana requirements may also apply. The Respondent will work the RAPC to prepare and maintain EPA Brownfield Property Profile records on EPA's ACRES website for each site on which assessment activities are conducted.

5. **Community Involvement Assistance:** The Consultant may be asked to support the RAPC and the City in public involvement and community outreach activities to ensure that community concerns are considered and addressed in the assessment planning and execution process of the projects. The following activities may be included:
 - Developing and/or implementing a community engagement plan to detail a strategy for involving the community in brownfields activities.

- Drafting community notices for public meetings, conducting public meetings and hearings to solicit community interest, and providing educational/outreach information.
 - Working with the RAPC and the City to review and recommend sites to be assessed and characterized.
 - Developing and/or implementing effective methods of communicating information about the brownfields program to the public (website, information sheets, mailings, etc.).
 - Consulting with prospective private landowners and developers to encourage participation in the program.
6. **Cleanup and Development Planning:** The Consultant may be asked to complete site-specific cleanup and redevelopment planning documents, including Analysis of Brownfields Cleanup Alternatives (ABCA's), site remediation Work Plans, conceptual redevelopment site plans, etc. In addition, the Respondent may be asked to assist with community visioning sessions and/or workshops to solicit input and generate redevelopment options and assist in the negotiation of voluntary cleanup with the applicable governmental entities.
7. **Grant Writing Assistance:** The Consultant may be asked to assist in writing applications for additional assessment and cleanup grants, subsequent to initial grant application. If successful and the RAPC is awarded the grant, then additional services may be negotiated under this Request for Qualifications.
8. **Cleanup and Remediation Activities:** If the RAPC is successful in obtaining a Cleanup Grant, the Consultant may be asked to assist with complete cleanup and remediation of selected brownfields properties in accordance with the EPA and State requirements. Activities may include the preparation of a QAPP and HASP, securing all approvals and permits, completing confirmation sampling activities, developing bid documentation, coordinating and overseeing site remediation activities, and/or completing the site remediation activities.
9. **Other Brownfields Related Duties:** Other duties that may be required for a successful program but that have not been anticipated in this call for RFQ.

VI. TYPE OF AGREEMENT

It is anticipated that a Professional Services Agreement (PSA) will define the terms and conditions agreed upon by the RAPC and the Consultant and will outline all work to be carried out under the assessment grant. Notice to Proceed will not be issued until after a PSA has been executed between the RAPC and the Consultant. The Consultant will not be authorized to perform any work or be entitled to any compensation until issuance of any Notice to Proceed.

The method of payment for each Work Order may be any agreed upon combination of fee schedule, fixed price, and/or cost-plus-fixed-fee as specified; however, the RAPC reserves the right to award the type most advantageous to the RAPC considering price and other factors. The

selected prime-, and any sub-, Consultant/s is/are not authorized to perform any services, which exceed the authorized funding amount specified without prior approval.

A copy of the proposed PSA containing scope of work, requirements, terms and conditions, etc. will be provided to the Consultant at the time of negotiation. The RAPC also reserves the right to revise any proposed agreement in connection with negotiations and to revise any executed PSA (as allowed by the agreement terms & conditions) with any Consultant at any time to include additional terms and conditions as may be required by the EPA.

The RAPC expects to execute the PSA as soon as possible after the deadline date for submittal of proposals set forth below. The RAPC reserves the right, at its sole discretion, to completely terminate all negotiations in regard to the Brownfields Program (prior to PSA execution) and request new submittals of proposals if satisfactory agreement negotiations are not reached within three (3) weeks after the deadline date for submittal of proposals set forth below.

VII. CONTRACT AWARD INFORMATION

The highest-ranked Respondent may be invited to enter into negotiations with the RAPC. If an agreement cannot be reached with the highest-ranked applicant, the RAPC will notify the applicant and terminate negotiations. The second highest applicant may then be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the RAPC reserves to right to terminate negotiations with any applicant should it be in the RAPC's best interest.

During the term of this contract the Consultant will carry professional liability insurance in the minimum amount of \$1,000,000.00. This insurance will be written on a "claims made" basis. The Certificate of Insurance will be provided to the RAPC prior to executing the PSA showing evidence of such professional liability insurance. The prime-Consultant shall require any sub-Consultant(s) to carry professional liability insurance.

Compensation will be based upon a negotiated fee between the Consultant and the RAPC based upon actual unit costs for items of work required to perform a specific task. Work orders will be issued for each task (i.e. Phase I or Phase II) based upon these negotiated costs and billing and payment established on an agreed to schedule between the Consultant and the RAPC.

The Consultant shall proceed with the services specified herein after the execution of this contract but only upon written Notice to Proceed from the RAPC for each task. The delivery schedule for each task shall be negotiated between the Consultant and the RAPC.

The RAPC will designate a point of contact responsible for formally requesting any type of assistance/task order from the Consultant; and the Consultant shall designate a point(s) of contact responsible for responding to the RAPC.

The Consultant will be required to indemnify, defend and hold the RAPC, its officers and employees harmless from and against all losses, claims, suits, or judgments, including payment of attorneys' fees and costs, incurred or asserted against the RAPC as a result of or arising from the firm's negligent acts or omissions. This provision of an agreement resulting from this RFQ will survive the expiration or termination of the PSA.

Participation by small and minority businesses, Disadvantaged Business Enterprises ("DBE's"), women's business enterprises, and labor surplus area firms is encouraged. During the performance of this contract, the consulting team, for itself, its assignees, and successors in interest ("Consulting Team"), must agree to the following:

Compliance with Regulations

The Consulting team shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Environmental Protection Agency (hereinafter referred to as EPA), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this response.

Nondiscrimination by Consulting Team

The Consulting team, about the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, gender, age, and disability, in the selection and retention of subconsultant teams, including procurement of materials and leases of equipment. The Consulting team shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Information and Reports

The Consulting team shall provide information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RAPC or EPA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a consulting team is in the exclusive possession of another who fails or refuses to furnish this information, the Consulting team shall so certify to the RAPC or the EPA as appropriate, and shall set forth what efforts it has made to obtain the information.

Confirm by written proof that they are not listed as an EPLS (Excluded Parties List System) on the Federal Government's SAM's (System for Award Management) website at www.sam.gov/portal/sam. Any bidder that is found listed on SAM's in violation shall

automatically be rejected from bidding privileges, Qualified Contractor Registration and/or bid award, by Category and/or in its entirety.

VI. SUBMITTAL INSTRUCTIONS AND DEADLINE

Complete bid packet may be obtained at no charge from the RAPC's website www.rapc.info.

The submittal packet must not exceed 50 one-sided or 25 double-sided pages, including resumes, charts, and figures and font must not be less than 12 point, single-spaced. A cover letter should be attached that presents company name, address, contact person and title, telephone number, and email address.

Responses to this Request for Qualifications (RFQ) shall be submitted using one of the following methods:

- 1) Mailed in a sealed envelope containing one (1) original and one (1) USB Flash Drive with the full document in .PDF format to the address shown below.
 - a. The envelope must be plainly marked on the outside as **"2021 EPA BROWNFIELDS – ENVIRONMENTAL CONSULTING SERVICES"** and contain your company name and address.
 - b. The RAPC will not be held responsible for qualification envelopes mishandled, misrouted, or delivered late because of the envelope not being properly prepared.
 - c. Facsimile qualifications will NOT be considered.
- 2) Hand Delivered to the address shown below.
 - a. Sealed bids must be received by 12:00 pm (CDT) on September 25, 2020.

| Postal mail and physical delivery submittals shall be addressed to: |
|--|
| Rapides Area Planning Commission |
| Attn: Kimberly Boyd, Hazard Mitigation Planner |
| 803 Johnston Street |
| Alexandria, LA 71301 |
| Phone: 318-487-5401 x 19 |

Each proposal shall provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content.

Out of state corporations and/or limited liability companies shall furnish a Certificate of Registration to transact business in the State of Louisiana prior to signing of a contract with the RAPC.

For ease of evaluation, the qualifications should be presented in a format that corresponds to and references sections outlined within this RFQ and should be presented in the same order.

Responses to each section and subsection should be labeled to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process. If the Respondent wishes to provide other supplemental information, it should be segregated at the end of the response document and identified separately from the information requested.

Conditional responses, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

If required, an Addendum(s) for clarifications and/or amendments will be posted no later than September 21, 2020 at 12:00 pm (CDT). These clarifications, if any, shall be incorporated into any bid proposals submitted. In the event an Addendum is published, Respondent's submitted bid response must identify receipt and acknowledgement of Addendum # on the cover page. If the acknowledgement of Addendum # is not listed on the submittal cover page, the bid response will be rejected.

Any questions regarding this RFQ must be submitted in an e-mail to Kimberly Boyd at kimberly@rapc.info no later than 12:00 pm (CDT), September 21, 2020. Questions received after that time may not be responded to, depending upon the circumstances. A timely response to all e-mail questions will be posted on the RAPC website as a supplemental document to the original RFQ (www.rapc.info). Inquiries pertaining to the RFQ are NOT to be directed to any other staff member of the RAPC. Any such action MAY disqualify the Respondent from further consideration. No questions, comments, or instructions will be taken or given via telephone.

Respondent shall certify that to the best of its knowledge, all information provided is accurate and complete. Any misrepresentation by a Respondent shall be treated as fraudulent concealment from the RAPC of the true facts relating to the qualification.

Respondent shall disclose any information that may materially impair the Respondent's ability to provide the level of service required. Qualifications which appear unrealistic in terms of commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this RFQ, may be rejected.

Respondent shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a qualification in response to this RFQ, Respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this qualification process. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Respondent's qualification. Qualification will not be made where a conflict of interest exists. The RAPC will determine whether a conflict of interest exists and whether it may reflect negatively on the selection of a Respondent. The RAPC reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

Respondent shall disclose details of any past and/or current relevant criminal investigation, pending litigation, regulatory or civil enforcement action in which the firm is or was involved during the past seven years.