

Albion Brownfield Redevelopment Authority
309 N. Superior Street
Albion, MI 49224

REQUEST FOR QUALIFICATIONS (RFQ)

The Albion Brownfield Redevelopment Authority (ABRA) is soliciting Qualifications from firms interested in providing professional environmental services to support implementation of the ABRA's U.S. Environmental Protection Agency (EPA) Grant and Brownfield Redevelopment Programs. Disadvantaged Business Enterprises (DBEs) are encouraged to respond to this solicitation.

Project Name: U.S. EPA Brownfields Grant Management and Brownfield Redevelopment Consulting Services

RFQ Reference #: 2009-01

RFQ ISSUE DATE: 8/21/09

QUALIFICATIONS SUBMISSION INSTRUCTIONS:

Copies Required: One (1) unbound original, (1) bound copy, and one (1) electronic copy on CD-ROM. Facsimile or email submissions will not be accepted.

Submissions must be in a sealed envelope labeled with Project Name and RFQ Reference Number (above).

Due Date and Time: On or before 4 p.m. Monday, September 21, 2009

Submission Delivery Location: Albion Brownfield Redevelopment Authority
309 N. Superior Street
Albion, MI 49224

Late submissions will not be accepted or considered.

Questions about submission procedures should be directed to:

Ms. Margaret Meyer Sindt
President – Albion Brownfield Redevelopment Authority
psindt@albionedc.org

Specifications, terms, conditions and instructions for submitting qualifications are contained herein.

INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS**SUBMISSION PROCEDURES**

One (1) unbound original, (1) bound copy, and one (1) electronic copy on CD-ROM of the Qualifications Submission must be submitted to:

Albion Brownfield Redevelopment Authority
309 N. Superior Street
Albion, MI 49224

Submissions must be received no later than 4:00 p.m. on Monday, September 21, 2009. The Respondent shall assume full responsibility for delivery of the Qualifications Submission to ABRA at the appointed hour for opening same and shall assume the risk of late delivery or non-delivery regardless of the manner he/she employs for the transmission thereof. Late submissions will not be accepted or considered. The Qualifications Submission must be contained in a sealed, opaque envelop clearly labeled with the RFQ Reference Number, Project Name, and Submitter's company name and address.

Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFQ.

Submissions will be opened on or after the submission due date and time, at the sole discretion of the ABRA.

QUESTIONS

Questions regarding the RFQ may be directed to Ms. Margaret Meyer Sindt at the above address in writing, facsimile transmission, or e-mail only. All questions or requests for clarifications must be directed to the person listed above. Disclosing any questions received by ABRA to all respondents will be at the sole discretion of the ABRA. Any attempt to contact another ABRA department or employee regarding this RFQ may be grounds for disqualification as a vendor. The deadline date to submit questions is Thursday, September 10, 2009 at 3:00 p.m.

INSPECTION OF DOCUMENTS

Documents in the possession of ABRA and related to this solicitation, but not included in this RFQ, will be available for review beginning at 8 a.m., Tuesday, August 25, 2009, at the ABRA office. Documents shall not be removed from these offices, and ABRA will not provide copies to respondents.

INCURRED COSTS

The ABRA shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract. Total liability of the ABRA is limited to the terms and conditions of this request and any resulting contract.

ECONOMY OF PREPARATION

Each response to this RFQ should be prepared simply and economically providing a straightforward concise description of the respondent's ability to meet the requirements of the RFQ. Decorative bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of the content.

NEWS RELEASES, MEDIA ADVISORIES AND MEDIA INTERACTION

The respondent shall not discuss the RFQ with any member of the media or issue news releases or media advisories pertaining to this request, or the work to which it relates, without prior express approval of the ABRA. Should a member of the media or press contact the respondent regarding this request, or the work to which it relates, the media or press should be referred to the ABRA. This request, the work to which it relates, or any representative of the ABRA associated with request, or the work to which it relates, shall not be used for referral purposes without expressed approval from the ABRA.

INDEPENDENT PRICE DETERMINATION

Each submission shall include a signature page that includes the following certifications:

- A. By submission of these Qualifications and Fee Schedule, the Respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this submission:
 - 1. The fees in the proposal have been arrived at independently, without consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and
 - 2. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the Respondent, and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent, or to any competitor; and
 - 3. No attempt has been made or will be made by the Respondent to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. The undersigned certifies that they are authorized by the Respondent's organization to decide as to the services and fees being offered in this submission, and that they have not participated and will not participate in any action contrary to "A-1, 2 and 3" above .

A submission will not be considered for award if the language of A. or B. above has been modified or deleted.

NO THIRD PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the ABRA and the Provider of Services, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the parties signatory hereto.

DISCLOSURE OF PROPOSAL CONTENTS

All responses to this RFQ become the property of the ABRA and shall be subject to disclosure under the Freedom of Information Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the ABRA for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the ABRA or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection with the submission of such information, the ABRA shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the ABRA's right to use information contained herein if obtained from another source."

AWARD OF CONTRACTS/REJECTION OF PROPOSALS

If a Contract is awarded by the ABRA, it will be awarded to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the ABRA based on the ABRA's review of the Respondent's ability to provide the required services. This contract will require completion of the work pursuant to these documents.

The ABRA reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the ABRA's best interest. The Respondent to whom the award is made will be notified at the earliest possible date.

The ABRA will not enter into contract until after Sept. 30th or until the U.S EPA Grant is finally awarded by EPA, whichever is later. The Contract shall not be considered executed unless signed by the ABRA's President and approved as to form by the ABRA. Signatures on behalf of the ABRA other than those cited above shall not constitute contract execution by the ABRA and the contract shall be null and void.

TYPE OF CONTRACT

It is proposed that an indefinite quantity, cost reimbursement contract will be entered into as a result of this RFQ. The contract will have a fee structure based on the fee schedule proposed by the selected Consultant. Only work performed on tasks for which the scope of work and specified

maximum, not to be exceeded, cost have been approved by the ABRA will be compensated. At the sole discretion of the ABRA, the total contract value may be limited to the amount of funds available under the current U.S. EPA Grant and future brownfield redevelopment funding sources. Negotiations may be undertaken with those Respondents whose qualifications and proposal as to price and other factors show them to be qualified, responsible and capable of performing the work.

The contract with the selected Consultant will require compliance with all Federal U.S. EPA laws, rules, and regulations listed in the ABRA's U.S. EPA grant, including but not limited to, 40 CFR Part 33.

The ABRA reserves the right to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the ABRA.

CONTRACT DURATION

This contract will be for a period of three (3) years from the date of contract execution. The contract will include the option for two, one-year, extensions or a single extension until the date of completion of activities funded by, or expiration date of, any U.S. EPA Brownfields Grant or other state or federal grant or loan awarded to the ABRA during the contract term, if mutually agreed by the ABRA and the Consultant.

INSURANCE

The selected firm will be responsible for providing certificates of insurance to the ABRA which prove the firm has not less than \$1,000,000 coverage for **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE** and proof of **WORKER'S COMPENSATION INSURANCE and EMPLOYER'S LIABILITY INSURANCE**. The Comprehensive General Liability and Property Damage certificate shall name the ABRA, its officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation. The Limit for the Workers' Compensation Insurance and Employer's Liability Insurance shall be the Statutory Limits of Michigan. Proof of the insurances stipulated above shall be provided to the ABRA within ten (10) working days of a firm receiving notice from the ABRA of an intent to enter into a contract. The acceptance of any such certificate by the ABRA shall in no way relieve the Consultant of obligations to provide and to cause its subconsultants and subcontractors to provide the insurance herein referenced.

The Consultant and all subconsultants and subcontractors shall, at their own expense, obtain and maintain **AUTOMOBILE LIABILITY** insurance such that it will protect against liability imposed by law for loss or damage, including personal injuries and death arising from the ownership, use or operation of any motor vehicle as specified below:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The consultant shall also provide proof of **PROFESSIONAL LIABILITY INSURANCE** which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such during the life of the contract. Professional Liability Coverage shall be provided in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

If the selected firm neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the ABRA may, at its option, terminate its contract with the Respondent or procure such insurance and adjust the contract price downward by the reasonable amount of premiums paid or to be paid.

Notwithstanding anything appearing to the contrary in the Contract Documents, in the event any damages are incurred by the Parties during the work pertaining to this request, the ABRA and the Consultant agree to initially proceed against such insurance to the extent that it is available and results in payment of such damages and to waive their respective rights of subrogation against each other to the extent valid insurance covers the damages incurred; provided, however, that if any such damages are not insured and/or do not result in payment of such damages, the same shall not affect the liabilities of the Parties as otherwise provided in the Contract.

COMPLIANCE WITH 40 CFR PART 33

The ABRA encourages qualified DBEs, i.e. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), to respond to this RFQ. The ABRA also encourages RFQ respondents to identify and include qualified DBE subcontractors in their response.

The Respondent shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit a valid certification as part of the response.

If the Respondent solicits subcontractors for work as part of the response, the solicitation must comply with the requirements of 40 CFR Part 33. This shall include, but is not limited to, requiring each subcontractor to complete and submit U.S. EPA Form 6100-3 – DBE Program Subcontractor Performance Form (<http://www.epa.gov/osdbu/grants.htm>) as part of the subcontractor's response. The response to this RFQ shall include the completed form (6100-3) for the selected subcontractor(s) and supporting documentation to demonstrate that the solicitation of subcontractor work was in compliance with 40 CFR Part 33.

The Respondent must complete and submit U.S. EPA Form 6100-4 - DBE Program Subcontractor Utilization Form (<http://www.epa.gov/osdbu/grants.htm>) as part of the response. Each subcontractor (solicited or direct award) for work described in this RFQ must be identified as a DBE or non-DBE on the form. If a subcontractor is identified as a DBE, a valid copy of the subcontractor's DBE certification shall be included with the form.

TERMS, CONDITIONS AND EXCEPTIONS

The ABRA does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Neither this RFQ nor the response shall be considered as a legal offer.

The ABRA reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw the RFQ, at any time prior to the award of a contract pursuant thereto, if it is in the best interest of the ABRA to do so.

The ABRA reserves the right to reject any and all responses without cause, waive irregularities or informalities in procedures related to the RFQ, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part or their responses.

Some or all of the work performed under this U.S. EPA Assessment Grant will be subject to federal contractual and cross-cutting provisions. The ABRA hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act, DBE utilization, etc.).

In the event the selected Respondent does not enter into the required agreement to carry out the purposes described in this RFQ, the ABRA may commence negotiations with another Respondent.

By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

REQUEST FOR QUALIFICATIONS

INTRODUCTION

The ABRA is seeking to select an environmental services consultant (Consultant) to assist in fulfilling the Cooperative Agreement and Work Plan obligations of a U.S. EPA Brownfields Assessment Grant awarded to the ABRA. The selected Consultant also will assist the ABRA in identifying, obtaining, and managing other U.S. EPA, federal, state, and local grants and loans and other programs that will support brownfield redevelopment in the community. The ABRA will choose a Consultant using a Qualifications-Based Selection (QBS) process in accordance with the procurement policies and procedures of the ABRA. The QBS process will rely on evaluations of written responses to this Request for Qualifications (RFQ) and subsequent supplemental evaluation processes, such as requests for additional information, as may be instituted by the ABRA at its sole discretion.

BACKGROUND

The ABRA has been awarded a U.S. EPA Brownfields Assessment Grant of \$200,000 to support redevelopment of brownfields contaminated with hazardous substances. Grant funds will be used to develop a community-wide inventory of brownfields sites, prioritize those sites for environmental assessment, conduct appropriate environmental assessments, and conduct remedial planning needed to prepare the sites for redevelopment. Information generated by the Assessment Grant program will be provided to prospective purchasers and developers to encourage the redevelopment of brownfields in the City of Albion. The ABRA is awaiting U.S. EPA approval of its Assessment Grant Work Plan (the draft work plan submitted to EPA is attached) and is now

seeking to retain a qualified Consultant to assist in implementing that Work Plan. If requested by the ABRA, the retained consultant also will be expected to support the ABRA in acquiring and managing additional U.S. EPA Grants of all types; acquiring and managing other federal, state and local brownfield redevelopment financing and incentives; and providing general support for the ABRA's brownfield redevelopment program.

SCOPE OF SERVICES

The selected Consultant will conduct some or all of the tasks described below:

Task 1 – Implement the Approved U.S. EPA Brownfields Assessment Grant Work Plan

The ABRA has been awarded a U.S. EPA Brownfields Assessment Grant as described above. The selected Consultant will perform the contractual tasks assigned to the environmental consultant in the approved Grant Work Plan. These will include all or some of the following:

- Assist the ABRA in designing and conducting community outreach and participation activities;
- Prepare an approved Quality Assurance Project Plan (QAPP);
- Prepare Site Eligibility Determinations;
- Conduct Phase I Environmental Site Assessments (ESAs);
- Conduct Phase II ESAs;
- Conduct hazardous materials, asbestos and/or lead-based paint assessments;
- Conduct Baseline Environmental Assessments and Due Care Assessments;
- Conduct cleanup and redevelopment planning allowed under the grant; and
- Assist with project reporting.

Task 2 – Identify, Acquire and Manage Additional Brownfield Redevelopment Financing

The consultant will assist the ABRA in identifying additional federal, state, and local sources of financing to support brownfield redevelopment in the community. At the request of the ABRA, the Consultant will assist in the preparation of applications for one or more of the following U.S. EPA Brownfields Grants: Assessment (hazardous substances and/or petroleum), Cleanup, and Revolving Loan Fund (RLF). At the request of the ABRA, the Consultant will assist in the preparation of applications for Michigan Department of Environmental Quality (MDEQ) Brownfield Redevelopment Grants and Brownfield Redevelopment Loans. The Consultant also may be requested to assist in the preparation of Brownfield Plans and Work Plans under the Michigan brownfield redevelopment tax increment financing program (P.A. 381 of 1996, as amended) and preparation of applications for other grant, loan, and incentive programs that may support brownfield redevelopment. The Consultant then will assist the ABRA in managing those funds in the manner described in, or similar to, Task 1, Task 3, and/or Task 4 below or as otherwise appropriate for the funds source(s).

Task 3 – Assist in Managing a U.S. EPA Cleanup Grant

For the duration of the contract awarded through this solicitation, if the ABRA is awarded a U.S. EPA Brownfields Cleanup Grant, the selected Consultant will perform the contractual tasks assigned to the environmental consultant in the approved Grant Work Plan. These will include all or some of the following:

- Assist in development and implementation of a community engagement program;
- Design and evaluate the feasibility of environmental response actions;
- Prepare appropriate site-specific environmental response work plan and coordinate MDEQ “involvement” for each site;
- Prepare bid plans and specifications for remediation contractor retention;
- Monitor environmental response actions;
- Conduct remediation verification testing;
- Identify and verify compliance with federal cross-cutting requirements;
- Review pay invoices/requests and assist with project cost tracking; and
- Support project reporting activities.

Task 4 – Assist in Managing a U.S. EPA Brownfields RLF Grant

For the duration of the contract awarded through this solicitation, if the ABRA is awarded a U.S. EPA Brownfields RLF Grant, the selected Consultant will perform the contractual tasks assigned to the environmental consultant in the approved Grant Work Plan. These will include all or some of the following:

- Assist the ABRA in designing and conducting community outreach and participation activities;
- Prepare an approved Quality Assurance Plan;
- Prepare Site Eligibility Determinations;
- Prepare an Analysis of Brownfield Cleanup Alternatives and Decision Memorandum and establish a Document Repository for each loan/site;
- Assist the ABRA in preparing loan and/or subgrant documentation;
- Review site-specific environmental response work plans and coordinate state regulatory agency “involvement” for each site;
- Review bid plans and specification for cleanup contractors;
- Monitor environmental response actions;
- Monitor adherence to all requirements of the USEPA RLF Grant program;
- Verify compliance with federal cross-cutting requirements;
- Review pay invoices/requests and assist with loan and project cost tracking; and
- Support project reporting activities.

CONSULTANT SELECTION PROCESS

A service provider (consultant) will be selected using a Qualifications-Based Selection process in accordance with the requirements of 40 CFR 31.36. Interested qualified Respondents are to submit Qualification Statements as described below to the ABRA for review. After review of submitted qualifications, the ABRA may request additional information from one or more Respondents. The

Consultant will be selected based on qualifications and project understanding as determined to be in the best interests of the ABRA. All decisions will be final.

SUBMISSION OF QUALIFICATIONS

Qualified Consultants are invited to submit a written qualifications statement to the ABRA for consideration. The minimum content of that submission is outlined below:

- I. Brief description history of the firm
- II. State the firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certification must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as part of the response. If subcontracted services were solicited as part of the response, describe and document the firm's compliance with 40 CFR Part 33. Reference completed and attached U.S. EPA Forms 6100-3 (if applicable) and 6100-4.
- III. Proposed project team and qualifications, including an organization chart identifying all key project team members and demonstration that each team member is qualified to perform the assigned role and tasks
- IV. Firm qualifications and related experience, with references, demonstrating the firm's capabilities related to providing services described in the Scope of Services above
- V. Descriptions of technical and operational approaches for performing the project services described above
- VI. Representative cost and schedule estimates for performing the project tasks described above
- VII. Fee schedule(s) for services provided to the ABRA during the project

The requested information must be submitted as specified in the **Submission Procedures** section above.

EVALUATION OF QUALIFICATIONS SUBMISSIONS

Qualifications submissions primarily will be evaluated on the basis of demonstrated capabilities and experience in the role of Consultant for a U.S. EPA Grant grantee, for community brownfield redevelopment programs, for brownfield redevelopment projects, and for development and management of brownfield financing programs; qualifications and availability of project staff; scope of brownfield redevelopment services provided by the firm; and understanding and reasonableness of costs and schedules for tasks described in the Scope of Services. A summary of these and other evaluation factors, and the evaluation weighting criteria of each, is presented below:

1. Demonstrated stability and capabilities of the firm (10% of the evaluation criteria)
 - a. Staff and financial stability

- b. Capability to meet project staffing and schedule needs
- c. Geographic availability of staff
- d. Breadth of U.S. EPA brownfields grant support and brownfield redevelopment support capabilities and services
2. Structure and demonstrated capabilities and qualifications of project team (20% of the evaluation criteria)
 - a. Project team organizational structure, project position/role descriptions and responsibilities, and key staff assignments
 - b. Qualifications and experience of key project staff related to U.S. EPA Brownfields Grant implementation, brownfields redevelopment, and technical requirements of the Scope of Services
 - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
3. Demonstrated qualifications and experience of the firm (25% of the evaluation criteria)
 - a. Project experience related to U.S. EPA Brownfields Grants acquisition, management and implementation; acquisition and management of brownfield redevelopment financing; brownfields redevelopment; and assisting local communities successfully support brownfields redevelopment
 - b. Project experience related to the technical requirements for completing the tasks described in the Scope of Services
 - c. Project experience, relevant to the scope of Services described above, during the past three years
 - d. Project summaries for representative projects, including client name, dates of service and references (contact name, title, and telephone number), demonstrating experience related to the U.S. EPA Brownfields Grant Program, state and local brownfield redevelopment incentives programs, and brownfield redevelopment projects
 - e. Project summaries for representative projects demonstrating experience with the technical activities required in the Scope of Services, including client name, dates of service and references (contact name, title and telephone number)
4. Demonstrated understanding of the U.S. EPA Brownfields Grant program and operations of each grant type, technical approaches for completing the Scope of Services, the Michigan Part 201 program and its relationship to the U.S. EPA Grant activities, and the ABRA brownfield redevelopment program (25% of the evaluation criteria)
 - a. The role of U.S. EPA Brownfield Grants and respective eligible environmental activities in a brownfield redevelopment program generally, and the ABRA's brownfield redevelopment program specifically

- b. Understanding of the technical requirements and approaches for conducting the tasks described in the Scope of Services
 - c. Quality assurance and health/safety requirements and procedures
 - d. The Michigan Part 201 program and its relationships with U.S. EPA Grant tasks
 - e. Policies, protocols, laws and regulations applicable to the conduct of U.S. EPA Grant and brownfield redevelopment activities
5. Demonstrated understanding of the Scope of Services and task implementation as evidenced by discussions of estimated costs and schedules where appropriate (10% of the evaluation criteria)
 - a. Representative costs for the project activities required to accomplish the Consultant's scope of services described in this RFQ
 - b. Overall project budget breakdown by task, including estimated numbers of grant-specific activities to be completed and work products prepared in each task
6. Reasonableness and competitiveness of proposed labor, materials, services, and subcontractor unit costs (10% of the evaluation criteria)