

**REQUEST FOR PROPOSALS
FOR
ENVIRONMENTAL CONSULTING SERVICES**

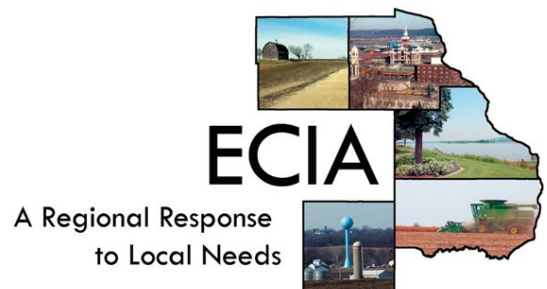
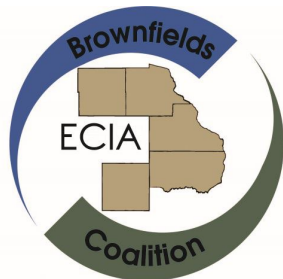
(Related to the implementation of EPA Brownfields grant projects and additional non-grant funded Brownfields environmental assessment and development planning activities)

Issued by East Central Intergovernmental Association
March 7, 2024

Proposals Due By:
2:00 PM (CDT) on Wednesday, April 17, 2024

Submit to:
East Central Intergovernmental Association
Attn: Dawn M. Danielson, Development
Coordinator/Brownfields Project
Manager

Email Proposal to:
Dawn Danielson
ddanielson@ecia.org



INTRODUCTION

East Central Intergovernmental Association (ECIA) is committed to working in partnership with communities to aid the ECIA Brownfields Coalition region in continuing its efforts in establishing and implementing sustainable brownfields reuse program.

The ECIA Brownfields Coalition region consists of the following: Cedar, Clinton, Delaware, Dubuque, Jackson and Jones County and the entire city of Edgewood located in part of Clayton County. In May 2023, the United States Environmental Protection Agency (EPA) selected ECIA for a Brownfields Assessment Grant and RLF Supplemental Funding. Additionally, ECIA administers an existing Brownfields RLF. ECIA is the lead Coalition member of the East Central Intergovernmental Association Brownfields Coalition (ECIABC) providing technical and financial assistance and/or loan funds for cleanup of contaminants at brownfield sites for brownfields sites in the region. ECIA maintains a list of approved environmental consultants to provide consulting services for the ECIA Brownfields Coalition Program.

ECIA seeks to retain the professional services of a firm or multiple firms, on an “**as needed**” basis to expand ECIA’s current approved consultant list, related to its implementation of Brownfields Assessment, Cleanup and Revolving Loan Fund grant projects and any additional non-EPA funded Brownfields-related projects, all located in the Brownfields Coalition region (the “Services”). For the RLF cleanup projects ECIA anticipates selecting one environmental consultant to assist with ECIA’s Brownfields RLF program and may select an alternate from the approved consultant list to assist on projects where the lead consultant is unable to for any reason including but not limited to conflict of interest. ECIA will procure consultant services in accordance with the established procurement policy of ECIA and requirements of the EPA Terms and Conditions of the Cooperative Agreement for Brownfields grants.

PROCUREMENT OVERVIEW

This is a Request for Proposals (RFP) issued by ECIA on behalf of the ECIABC. ECIA invites interested parties to submit a proposal for a four-year contract with optional extensions to perform Brownfields environmental assessment, planning, cleanup oversight, and additional consulting services on an ‘as needed’ basis to ECIA in support of ECIA’s recently awarded EPA Brownfields Assessment grant and its RLF Supplemental fund as well as any other grants that ECIA may be awarded.

The project objectives include continuing the success of ECIA’s Brownfields program by assisting ECIA and its Brownfields Coalition member governments with providing all environmental services requested by ECIA when needed, in order to meet the strict timelines of the grant(s) and/or project(s). Consultants are required to submit proposals by the due date to be eligible for consideration for this work. Only the firms responding to this request for proposals (RFP) will be considered.

ECIA and/or members of the ECIABC will evaluate responses to identify qualified firm(s) to be added to the approved consultant list to provide services on an “as-needed” basis. ECIA will select one or multiple consulting firms to provide monitoring and oversight on Brownfields cleanup projects, Community Outreach, and Brownfield Redevelopment related general consulting services, prepare Phase I Environmental Site Assessments (ESA), and Phase II ESAs, Quality Assurance Project Plan preparation, Health and Safety Plan preparation, Supplemental Assessment including but not limited to Asbestos and Lead-Based Paint inspections, cleanup planning and/or Development Planning including but not limited to site reuse and/corridor planning for sites throughout the Brownfields Coalition region. **PLEASE NOTE: ECIA will consider Proposals from firms able to provide some or all the Services identified herein and ECIA reserves the right to select multiple firms.**

As a result, all interested firms are encouraged to submit Proposal, even if a particular firm is not able or interested to provide the entire Scope of Services.

ECIA shall contract with the selected firm(s) to provide the Services pursuant to agreed-upon fixed rates and itemized cost schedules. The contract does not guarantee the selected consultant(s) a minimum number of environmental service projects per year, or throughout the life of the contract. Once negotiated, the contract will be valid for a 4-year period with a mutually executable option of up to 3 additional 4-year terms. ECIA may amend or extend this contract beyond the initial 4 years to accommodate the terms and conditions of the EPA Brownfields Assessment Coalition Grant, the EPA Brownfields RLF Coalition Grant, the EPA Brownfields RLF Supplemental grant, future EPA grants awarded to ECIA or non-EPA projects provided that the prices the contractor proposes are reasonable. Please note that any contract resulting from this RFP shall include all federally required contract provisions, specifically including those attached hereto as Exhibit A.

The selected consulting firm(s) may utilize subcontractors to perform potential assessment, planning and consulting activities, **with prior review of the subcontractor(s) qualifications and approval** from ECIA. If possible, expected subcontractors should be identified in the Proposal.

SCOPE OF SERVICES

All services conducted under this contract shall comply with ASTM standards and All Appropriate Inquiry Standards, EPA regulations in 40 CFR Part 312, EPA Terms and Conditions for the grant, Occupational Safety and Health Administration standards, Iowa Department of Natural Resources regulatory standards, all other applicable regulatory agency standards and ECIA's requirements. Sites to be assessed using these funds will be identified by ECIA and/or ECIABC.

ECIA's workplan for the FY2023 Brownfields Assessment grant focuses specifically on Clinton, Jackson, and Jones Counties, and, as such, it is anticipated that over 50% of assessment funding for this grant will be spent in these three counties. Remaining funds will be used in Dubuque, Delaware, Cedar County, and part of Clayton County. As sites are approved by EPA and access agreements are secured, ECIA will determine what assessment and/or planning activities its staff or other procured consultants can perform and then ask one or more of the selected consultants to submit a site-specific Not-To-Exceed budget breakdown for each task with anticipated time to complete each task. ECIA reserves the right to seek site-specific budgets from multiple firms on its approved environmental consultant list if needed.

An AAI-compliant Phase I ESA with consultant to include review of land title records will be capped at \$3,500 for a report unless waived by ECIA. All assessment grant funds (Sampling Plan, Health, and Safety Plan, Phase I, Phase II, cleanup planning, remedial planning, and/or other assessment activities) will be capped at \$40,000 per site, unless waived by ECIA due to complexity or size of site. The focus will be on timely delivery of quality reports that cost-effectively determine the presence or absence, and degree and extent for all pathways of concern of specific hazardous substances.

For RLF Cleanup projects, the selected environmental consultant will provide a Not-To-Exceed budget for site specific cleanup tasks. The focus will be on timely delivery of quality reports, cleanup monitoring, oversight, and advisory experience of consultant with similar cleanup projects to ensure compliance with all federal and state regulations and compliance with the terms and conditions of the EPA RLF Cooperative Agreement to safeguard communities and remove environmental barriers.

ECIA reserves the right to determine the best fit for each project based on expertise, availability, and any other criteria deemed important for the project/site. The selection process of consultant(s) for specific projects/sites will be outlined in greater detail when ECIA notifies selected firm(s) identified for ECIA's approved firm list.

The successful firm(s) shall conduct environmental assessments, excluding any assessments conducted by ECIA, to evaluate a property site to identify whether petroleum products or other hazardous materials have been released on or off a property site, to determine if there exists a threat of release, and to identify contaminated media and human or environmental populations that may be at risk from said release. Additionally, ECIA reserves the right to divide assessment activities for a site among multiple firm(s) or to have one firm complete all assessment activities for a site.

The successful firm(s) shall provide all services for the completion of Phase I and Phase II environmental assessments including, but not be limited to, records and title searches, property site reconnaissance, interviews, subsurface exploration, and chemical testing, as appropriate for the property site as determined by the relevant government agency.

The successful firm(s) is responsible for providing all tools and equipment required for the performance of the Services at the firm's sole expense.

The activities to be conducted by the consultant(s) include, but may not be limited to:

1. Phase I Assessment. Phase I projects are expected to be completed within one month of initiation or execution of Notice to Proceed by ECIA. In conducting all Phase I environmental assessments and to the extent possible through non-sampling means, the successful firm(s) shall identify the information listed below:

- Property site location;
- Property site features and current property site conditions;
- History of ownership;
- History of operations;
- Activities on the property site (e.g., manufacturing processes, NAICS codes, types, compositions, and volumes of waste streams);
- Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III data;
- Toxic release inventory data;
- State and federal permit history;
- Storage facilities, including underground storage tanks;
- Dumps or landfills;
- Spills or incidents reported;
- Cleanups;
- Enforcement actions;
- Proximity to human or environmental populations;
- Off-property site contamination (via surface water, groundwater, or air);
- Limited visual lead-based paints and asbestos survey/inspection (non-scope);
NOTE: The successful firm(s) shall not sample building material under a Phase I assessment, and therefore, a licensed asbestos inspector is not required.
- Proximity to public and/or private wells and other environmentally sensitive receptors;
- Interviews with current and former owners/operators and with neighbors of the assessed property;

- Identification of data gaps (e.g., time periods where the usage is unknown); and
- Title Search (ASTM standard requires this item. Environmental consultant will perform this function as part of the Phase I as part of the Phase I request. The cap fee of \$3,500 anticipates completion of title search on up to three parcels.);
- Incorporate green and sustainable remediation principles/techniques into the project and note in the final report measures taken.
- Assessment report to address climate change impacts
- Include ECIA required summary table

The intended user and reliance on the Phase I environmental assessment shall be given to ECIA and any entity designated by ECIA. The successful firm(s) shall conduct a visual inspection of the property site and the interior of any buildings, including a visual lead paint and asbestos containing materials survey (further detail provided below).

The successful firm(s) shall conduct the Phase I assessment with EPA grant funds or other funds in compliance with the All-Appropriate Inquiries Final Rule at 40 CFR Part 312. The All-Appropriate Inquiries Final Rule provides that the ASTM E1527-21 standards are consistent with the requirements of the All-Appropriate Inquiries Final Rule and may be used to comply with the provisions of that rule. If a change is made to the All Appropriates Inquiries Final Rule or ASTM standard, the successful firm(s) shall comply with any changes to the procedures by which the Environmental Site Assessments are performed, which shall be at the sole discretion of ECIA. Phase I ESA report is required to include regulatory file reviews and opinion for whether additional investigations may be appropriate is necessary.

2. Phase II Assessment. A Phase II environmental assessment shall be conducted to evaluate the property site and sample the potential sources of contamination identified in the Phase I environmental assessment to determine if the potential sources are causing a release or threatened release of hazardous substances to surface water, groundwater, air, or on or off property site soil. In conducting a Phase II environmental assessment, the successful firm(s) shall sample any required materials.

The consultant will be required to submit site-specific sampling plans, health and safety plans and budgets for each Phase II project. These will be evaluated by ECIA and approved by EPA before work begins at the selected sites.

All Phase II assessments must be performed within the ASTM E 1903 standard, all applicable regulatory guidelines and EPA-approved sampling plans and QAPPs. ECIA maintains an approved generic QAPP with EPA. Any deviations from the approved generic QAPP with EPA must be noted in the site-specific sampling plan and approved by both ECIA and EPA. Attention should be paid to ensuring the most cost-effective means of conducting the investigations. Sampling plans may be amended to further define extent and degree within the limits of funding.

During the Phase II assessment, the successful firm(s) shall identify the information listed below:

- Hazardous substances stored on a property site (including asbestos, lead paint, and above or below ground tanks or conduits);
- Buried drums or other containers;
- Debris or other building materials;
- Spilled materials or residues;
- Soils and sediments on or off property site;
- Groundwater on and off property site;

- Air on and off property site; and/or
- Subsurface utilities.
- Identify any climate change impacts strategies incorporate in conducting the assessment including use of renewable energy, incorporating remote sensing capabilities, maximize reuse of existing wells (as appropriate), and/or design wells for future reuse, use of field test kits, when possible, use of local laboratories when possible, and use of appropriate sized equipment for the project.

3. Phase II Work Plan. The successful firm(s) shall develop a work plan to describe in detail the way the firm proposes to perform the Phase II environmental assessment, to be approved by the relevant EPA regional office. The successful firm(s) must include, at a minimum, the following components in each Phase II work plan:

- A description of what constitutes “completion” of the Phase II environmental assessment
- Specific work procedures proposed for the Phase II environmental assessment based on specific property site conditions, the Phase I assessment, and the specific goals of the Phase II environmental assessment as determined from the Phase I assessment. The firm shall design the Phase II goals to test each Phase I hypothesis of potential contamination.
- A property site safety and contingency plan for a Phase II environmental assessment of the specified property site, which must include, at a minimum, a description of the condition that, if present, will cause the firm to cease Services for safety reasons.
- A description of how, when, by whom, with what, and to what degree the firm proposes to perform the Phase II environmental assessment on the specified property site.
 - Such description shall include a schedule, which shall identify all completion dates for relevant activities pursuant to the requirements stated herein (this specifically includes the completion date for (a) the Phase II environmental assessment and (b) the written report of the result(s).
 - Such description shall include the firm’s choice of subcontractors, laboratories, personnel, equipment, and supplies that are required for the Phase II environmental assessment. The firm shall specify the laboratory analyses that will be performed as appropriate for the goals of the Phase II environmental assessment.
 - Such description shall include the firm’s proposed method (e.g., recycling, incineration, treatment, landfill, etc.) and the facility which is proposed for the management and final disposition of all wastes derived during the performance of the environmental assessment.
 - Such description shall include firm’s incorporation of strategies to address climate change impacts
- A not-to-exceed total price for the Phase II environmental assessment for the specified property site. The firm shall itemize the labor, equipment, supplies, and any associated travel costs required for the environmental assessment with the firm, fixed unit prices for each, with any corresponding discount prices for such; and any subcontractor labor, equipment, and supplies needed for the environmental assessment and the net cost, including the percentage over net cost for such. All components of the not-to-exceed total price must be approved by ECIA prior to the firm’s initiation of the Phase II environmental assessment.
- UST assessments;
- Soil boring and groundwater monitoring well installation; include site depiction of location of borings, when borings are installed at minimum 3 borings must be installed unless ECIA has waived;
- Soil, groundwater and sediment sampling and analysis;

- Air and vapor sampling;
- Lead-based paint testing (for rehab only);
- Certified asbestos inspections that must be performed in accordance with Federal and State Laws and regulations, including, but not limited to:
 - Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos.
 - Title 29 Code of Federal Regulations Section 1926.1101, Construction Industry Standard for Asbestos.
 - Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
 - Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
 - Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication Rule.
 - Title 40 Code of Federal Regulations Part 61 Subpart A and Subpart M (revised Subpart B), National Emissions Standard of Hazardous Air Pollutants.
 - Iowa Administrative Code Section 530 Chapter 81 & 82, Asbestos Control Procedures.
 - Title 49 Code of Federal Regulations Part 171-180, Department of Transportation, Transportation of Hazardous Waste.
- structural analysis and historic preservation mitigation (to inform cleanup planning);
- document to include notation of any sustainable and green remediation efforts incorporated in project;
- report preparation and submission; and
- public health risk assessments.

4. Clean-up and remedial planning. Clean-up and remedial planning may include but not limited to the following:

- Analysis of Brownfields Cleanup Alternatives (ABCA) to include:
 - Information about the site including background and current use of the site and contamination issues including findings from all previous assessments, cleanup standards, applicable laws, alternatives considered, and the recommended proposed cleanup and reuse goals.
 - Human health and safety along with potential lead and asbestos issues as it relates to proposed reuse.
 - Potential structural issues as it relates to necessary cleanup and proposed reuse.
 - Potential historic preservation mitigation measures necessary for cleanup and reuse as determined in conjunction with the State of Iowa Historic Preservation Office.
 - Effectiveness, ability to implement, and the cost to cleanup.
 - Evaluation of the resilience of the remedial options considering reasonably foreseeable changing climate conditions, including increased frequency and intensity of flooding (as required in the EPA Terms and Conditions).
 - Identify potential risk factors and infrastructure or utility vulnerabilities resulting directly from the impacts of climate change.
 - Incorporate potential green remediation techniques appropriate for the site.
 - Analysis of the reasonable alternatives, including no action and at minimum two other alternatives.
 - An explanation of why the cleanup is authorized.
- Facilitation of public meetings to present and receive input on the ABCA
- Preparation of a Quality Assurance Project Plan
- Conceptual redevelopment site plans

- Additionally, consultants may be asked to conduct community visioning sessions/workshops to solicit input and generate redevelopment options.

5. Development Planning Activities. Planning Activities may include but not be limited to:

- Planning activities to initiate brownfields revitalization: Site Reuse Assessment, Land Use Assessment, Market Study, Infrastructure Evaluation, Community Health Assessment, and/or Site Disposition Strategy
- Planning activities to prepare a brownfields site for redevelopment: Site Reuse Vision, Revitalization Plan, Resource Roadmap, and/or Evaluation of Market Viability
- Evaluation of Reuse options that are climate conscious such as Climate-Smart Brownfields Planning.
- See the EPA Brownfields website for additional details regarding eligible planning activities: <https://www.epa.gov/brownfields/eligible-planning-activities>

The consultant(s) may be required to assist in providing support for public involvement and community outreach activities. These activities should be designed to make sure that community concerns are considered and addressed in the assessment, planning and execution of the project. This may include but not necessarily be limited to:

- Developing a Community Outreach and Communication Plan to detail a strategy for involving the community in Brownfield project.
- Conducting and/or participating in public meetings and hearings to solicit community input and provide educational information.
- Assisting ECIA's Brownfields Coalition with implementation of its community involvement program.
- Design and distribute surveys, compile the information collected through the survey, and report on the results.
- Developing and implementing effective methods of communicating information about the Brownfield program to the public.
- Communicating with prospective private landowners and other key parties to encourage participation in the program.
- Preparing planning reports examining reuse possibilities of site by assessing opportunities and restraints, environmental concerns, strategies to address climate change impacts, financial feasibility, and conceptual use planning and concept level budget estimates.
- Creating renderings within the plan that may include CAD based drawings of the project area; 3-D design concepts for reuse, schematic plans consisting of preliminary site plan, preliminary building 3-D massing modeling; illustrative plans consisting of the site plan, 3-D building massing and line sketches for building size and shape, no architectural interior layout.
- Creating GIS maps of the project site and general project area.
- Present reuse concepts to city/county officials and the public at public meetings; share concepts electronically to be published to ECIA and city websites and social media; and collect feedback on reuse concepts and revise the concepts based on the information collected.

6. Site Specific Cleanup. Site Specific Cleanup Activities include but not limited to the following:

- Review and advise on ABCA, Remedial Action Cleanup Plan, SSQAPP, HASP prior to start of cleanup
- Environmental Cleanup monitoring and oversight to ensure compliance with approved Remedial Action (Cleanup Plan)

- Documentation and reporting of cleanup, including how the situation was addressed, the actions that were taken, cleanup levels met, resources committed, problems encountered, sustainable and green remediation efforts implemented, incorporation of strategies to address climate change impacts.
 - Assist with administering project closeouts in compliance with state and federal regulatory requirements.
7. A consultant from the approved list may be contracted to assist in developing or updating an existing generic QAPP for the region along with executing a contract for its services and obtaining EPA approval within 30 days of selection. Develop/Update of generic QAPP capped at \$3,000. Note: each consultant on the approved list will provide an organization chart, contact information, signatory page, and SOPs specific to consultant for incorporation in the generic QAPP at no charge in format acceptable to ECIA.
 8. Other Brownfield Related Duties: Conducting/completing other duties that may be required for a successful program but that have not been anticipated in this RFP.

PLEASE NOTE:

ECIA will consider proposals from firms able to provide some or all the Services identified above, and ECIA reserves the right to select multiple firms for ECIA for an approved environmental consultant list. As a result, all interested firms are encouraged to submit proposals, even if a particular firm is not able or interested to provide the entire Scope of Services. A consultant selected to be part of the approved environmental consultant list is not guaranteed any amount or number of projects nor is the consultant guaranteed continuation beyond the initial four-year contract on the list. Each consultant will be reviewed and based on performance the option to extend the contract may be offered to a consultant.

CONTRACT REQUIREMENTS

Copyrighted Material

No documents or information that is developed and paid for under this grant for ECIA may be copyrighted by any environmental consultant.

Utilization of Small, Minority and Women’s Business Enterprises

The consultant, in the proposal shall indicate if its firm and/or any identified subcontractors are minority or women-owned businesses and attach the appropriate MBE/WBE Certification if available. If the firm and/or subcontractors are self-certifying as MBE or WBE (51% or greater ownership), please indicate as such and provide the percentage. A list of potential subcontractors that may be utilized should be included in the proposal.

Right to Terminate

ECIA may terminate the contract agreement at any time for any reason upon provision of written notice as specified in the final contract agreement. Feedback will be provided on work products and project management throughout the life of the contract, and the consultant is expected to correct unsatisfactory work in a timely manner at no charge to ECIA.

INSTRUCTIONS FOR SUBMITTAL

- A. All questions regarding this RFP are required to be submitted ONLY by email to Dawn Danielson, at ddanielson@ecia.org. Emails will be checked daily for questions and will be answered and posted to

https://www.ecia.org/brownfields/bids_and_notices.php. Deadline for questions is 2:00 p.m. (CDT), April 9, 2024. Phone calls or in person visits will not be accepted.

- B. One electronic copy of the Proposal should be submitted to ECIA by emailing Dawn Danielson with the subject line “RFP for QEP Submittal.” Email to ddanielson@ecia.org. Proposals must be received **no later than 2:00 p.m. (CDT) on Wednesday, April 17, 2024**. Proposals received after the deadline identified above will not be considered. Proposals shall contain a letter of transmittal addressed to East Central Intergovernmental Association, Attn: Dawn Danielson, Development Coordinator/Brownfields Project Manager, 7600 Commerce Park, Dubuque, IA 52002. RE: “ECIA Request for Proposals Environmental Consulting Services.”
- C. Late responses will not be accepted.
- D. Proposals submitted must provide complete information as indicated in this request.

PROCUREMENT SCHEDULE

Below are the key proposed dates for the selection process. All dates are subject to change at the discretion of ECIA.

- Week of March 11, 2023 – RFP available
- April 9, 2024 by 2:00 p.m. (CDT) – Submission of questions due
- **April 17, 2024 by 2:00 p.m. (CDT) – Proposals due**
- Week of April 22, 2024 – Interviews, if necessary
- Week of April 29, 2024 – Anticipated selection
- Desired Contract Start date: May 30, 2024

REQUIRED CONTENT FOR PROPOSAL

- A. **Letter of Transmittal (maximum two pages)** - This letter should be signed by the proposed Project Manager and one Principal, and should state concisely, in two pages or less, the firm’s understanding of the work to be performed, and the unique abilities of the firm to perform the work most effectively.
- B. **Title Page (1 page)** – The title page should state that it pertains to the Request for Proposals, related to the implementation of EPA Brownfields grant projects and additional non-grant funded Brownfields environmental assessment and development planning activities, issued by East Central Intergovernmental Association, March 2024. It must include the name of the proposing firm, address, telephone number, name and email address of the proposed Project Manager, and the submittal date.
- C. **Table of Contents (including list of Appendices)**
- D. **Firm Profile (maximum of three pages)** – In this section, the proposer shall describe, in less than three pages, the firm and the range of services that the firm provides that are related to this RFP. Emphasis should be on ASTM and AAI compliant Phase I and Phase II environmental assessment completed, certified asbestos inspections, cleanup planning, development planning, monitoring and oversight of brownfields, work performed under the federal brownfields program (including recent QAPPs prepared and approved), and environmental work in the Brownfields Coalition region.
- E. **Qualifications and Related Experience, Quality of Work (maximum 14 pages)** – In a maximum of 14 pages, the consultant shall describe the pertinent qualifications and experience of the proposed

Project Manager, the proposed project team, any proposed subcontractors, and the analytical laboratories to be used on the project. Proposal should include a list of past brownfields projects and service provided for the project to indicate the firm's familiarity and experience with similar projects.

Qualifications should be related to the federal definition for "environmental professional" in the AAI regulation; certification requirements in the state of Iowa for asbestos and lead based paint inspections; professional qualifications for structural engineers, historic preservation architects and any other subcontractors identified at the time of Proposal. Licenses and certification copies will not be included in the maximum page count.

The first page shall outline the project team and team members. At least one of the pages must be include an organizational chart and the proposed Project Manager's resume, showing that the individual meets the federal AAI definition of "environmental professional."

Qualifications and related experience should be provided for the proposed consulting firm as well as any identified subcontractors. Indicate experience with brownfields remediation and remedial activities and experience with reuse scoping/planning and community outreach. Include a description of the quality assurance methods implemented by the firm. A minimum of three (3) client professional references for similar environmental cleanup, assessment and/or reuse, redevelopment planning services or projects that have been provided by the firm, description of project, date of services and project cost. Please include the reference name, company, email address and telephone number of a person to contact for each. Also, include a description of the services and key personnel that were involved in the reference projects provided. References for subcontractors are optional but encouraged.

- F. **DBE (maximum of two pages)** – Firm to provide a description of the firm's approach to minority participation in providing Services for the project. Firm to state the firm's status as a Disadvantaged Business Enterprise (DBE) or non-DBE and if a DBE subcontractor is 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 and will not be counted in the maximum page count. Neither the consulting firm nor subcontractor will be considered a DBE without valid certification submitted as part of the response.
- G. **Geographic Presence and Capacity (maximum of two pages)** – In this section, the consulting firm should provide a map of their location(s) related to this project (i.e., those that will be utilized for the Brownfields Coalition region). A one-page discussion of the available capacity for handling multiple, concurrent projects, including number of in-house staff who possess the necessary qualifications, and equipment and vehicles should also be provided.
- H. **Project Approach and Availability (maximum of four pages)** – As described above, the consultant will provide services on an as-needed basis. Specific properties, number of properties, and locations have not yet been determined. Therefore, in this section, the consultant should describe, in four pages or less, why they best fit the objectives of this RFP, which include, but are not limited to the following: (1) regional presence and availability; (2) capacity and experience to handle multiple, concurrent projects; (3) ability to complete assigned projects expeditiously, cost-effectively and within the timeframes established by ECIA; (4) ability to produce quality documents at reasonable rates; and (6) familiarity with assessment, cleanup and planning activities and AAI grant-related assessments or similar brownfield site projects.

Please include details related to skills and resources your firm would add to this team and recommendations for how your firm can be used to accomplish the maximum assessment, cleanup, and development planning services. Provide an outline of the scope of services for Phase I and Phase II and describe the level of effort by breaking the scope of services into tasks and estimating the average number of hours for each staff category for activity. For example: Review Sanborn Fire Insurance Map, Field Technician, 5 hours; Report Review, Project Manager, 2 hours; etc. Indicate what items will be direct expenses and what items will be subcontracted.

Do NOT include costs in this section but do include any innovative recommendations for cost-effectively allocating services to each site.

- I. **Cost Proposal (maximum of four pages)** – Proposals shall clearly state all fees and expenses to be charged for the Services. Include a list of labor rates for the duration of the contract for each staff category. Firms should also include standard unit rates that the firm will charge for field equipment, vehicle charges, and mileage. All overhead expenses must be included in the labor rates and described in the cost proposal. Office equipment, supplies, shipping, and field supplies should all be included in the overhead expenses. Straight percentage of total for overhead charges are not allowed on invoices. The selected consultant(s) will be expected to keep the prices identified in the Cost Proposal for the duration of the four (4) year grant, unless modified by ECIA and the consultant by mutual agreement in writing. Please indicate your firm’s agreement to this stipulation in your submission.

Provide average cost breakdown with brief detail description of how cost determine for the following:

- Phase I
- Asbestos inspection reports up to 30 samples
- Lead Based Paint inspection report up to 30 samples
- Phase II with groundwater/soil sampling for 3 borings
- Site Reuse plan with 2 public meetings and final report to include up to 3 site reuse renderings, includes facilitation of meetings and pre/post meeting preparation
- ABCA including public meeting/outreach

- J. **Insurance Document.** Documentation of insurance coverage required.
- K. **Conflict of Interest (maximum one page)** - Indicate whether the company/individual represents, or has represented, any client whose representation may conflict with the ability to provide services to ECIA. Identify what procedures you utilize to identify and resolve conflicts of interest.

EVAULATION CRITERIA

ECIA desires to select 1-3 consultants for its approved environmental consultant list who demonstrate the ability to provide the highest quality service at the most reasonable rates. To accomplish this goal, ECIA criteria for selection will include but not be limited to:

1. Firm Profile, Qualification of Firm or Firms and Related Experience, Quality of Work – 40 points
 2. DBE – 10 points
 3. Geographic Presence and Capacity, Project Approach and Availability – 25 points
 4. Cost – 25 points
- Total – 100 points**

PROPOSAL EVALUATION AND APPOINTMENT

- A. Proposals will be evaluated by the ECIA Environmental Team with assistance from additional staff and/or Coalition members as needed.
- B. Proposals will be reviewed to ensure that they meet the minimum requirements of the required content of the proposal. ECIA will evaluate the proposals based on the evaluation criteria outlined in the RFP.
- C. The Proposal reviews by ECIA will be based on the objectives laid out in this RFP. Priority will be given to firms who have the staff capacity to meet the workload and qualifications necessary to complete the projects, approach and understanding of the scope of work, proven track record of community engagement, quality of performance on Brownfields projects, experience within the geographic area and participation of small, minority, woman and/or veteran owned businesses.
- D. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this Proposal, federal and state regulations, ASTM and AAI regulations and the EPA grant Terms and Conditions. ECIA reserves the right without prejudice to reject all Proposals.
- E. ECIA will review and select 1-3 consultant(s) judged to be the most responsive and qualified for services requested. Oral interviews may be conducted by ECIA depending on the quality of Proposals. ECIA reserves the right to award this opportunity based on the initial RFP response without oral presentations.
- F. ECIA will not reimburse firms for any expenses incurred associated with the preparation and submission of the Proposal, and attendance at interviews.
- G. ECIA reserves the right to request additional information from any, and all firms.

ECIA actively encourages submission of proposals from disadvantaged business enterprises and companies owned by minorities, women, immigrants, and veterans. ECIA does not discriminate based on race, color, religion, creed, sex, sexual orientation, gender identity, age, ancestry, national origin, disability, or veteran status in consideration of this award. ECIA is an Equal Opportunity Employer.

Terms and Conditions

The following terms and conditions apply to all submitted proposals:

1. ECIA reserves the right to reject any, and all submissions; to select one or more responding parties; to void this RFP and the review process and/or terminate negotiations at any time; to select separate responding parties for various components of the scope of the project; to select a final party/parties from among the proposals received in response to this RFP. Additionally, any, and all proposal project elements, requirements and schedules are subject to change and modification. ECIA also reserves the unqualified right to modify, suspend, or terminate at its sole discretion any, and all aspects of this RFP process, to obtain further information from any, and all responding parties, and to waive any defects as to form or content of the RFP or any responses by any party.

2. This RFP does not commit ECIA to award a contract, defray any costs incurred in the preparation of a response to this RFP, or contract for any services. All submitted responses to this RFP become the property of ECIA as public records. All proposals may be subject to public review, on request, unless exempted as discussed elsewhere in this RFP.
3. By accepting this RFP and/or submitting a proposal in response thereto, each responding party agrees for itself, its successors and assigns, to hold ECIA and its affiliated entities, and all of their various agents, commissioners, directors, consultants, attorneys, officers and employees harmless from and against any and all claims and demands of whatever nature or type, which any such responding company, its representatives, agents, contractors, successors or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a responding party/parties or negotiating or executing an agreement incorporating the commitments of the selected responding party.
4. By submitting responses, each responding party acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP, specifically including those federally required contract provisions attached hereto as Exhibit A.
5. Responses shall be open and valid for a period of ninety (90) days from the due date of this RFP.

EXHIBIT A

FEDERALLY-REQUIRED CONTRACT PROVISIONS

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(E) Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

(F) Affirmative Action for Disabled Workers

1. Contractors shall not discriminate against any employee or applicant for employment because of physical or mental disability regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental disability in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
2. Contractors agree to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Secretary of Labor. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of the applicants and employees.
5. Contractors shall notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
6. Contractors shall include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. Contractors shall take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(G) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely based on his disability in benefiting from any program or activity receiving Federal financial assistance. All contractors must certify compliance with all provisions of this Section.

(H) Age Discrimination Act of 1975. No person in the United States, based on age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

- (I) Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (J) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (K) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (L) Clean Air Act (42 U.S.C. 7401- 7671g) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards,

orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (M) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) shall not be made to parties listed in the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (N) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awardee.
- (O) See 2 CFR 200.323 Procurement of recovered materials.
- (P) See 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- (Q) See 2 CFR 200.322 Domestic preferences for procurements.
- (R) Anti-Kickback. The contractor represents that it has not employed or retained any company or person other than a bona fide employee working for the contractor to solicit or secure a contract, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of a contract. For breach or violation of this warranty, the recipient or subrecipient shall have the right to terminate the contract without liability, or, in its discretion, to deduct from the Contract Sum, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. Contractors and their subcontractors are prohibited from inducing by any means any person employed in the construction, completion, or repair to give up any part of the compensation to which he or she is otherwise entitled.
- (S) Interest of Members of the Recipient or Subrecipient. No member of the governing body of the recipient or subrecipient and no other officer, employee, or agent of the recipient or subrecipient who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract, and the contractor shall take appropriate steps to assure compliance.
- (T) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the

planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract, and the contractor shall take appropriate steps to assure compliance.

- (U) Interest of Contractors and Employees. The contractor covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict.