



**CITY OF PAINESVILLE, OHIO - REQUEST FOR QUALIFICATIONS (RFQ)**  
*For Environmental Consulting Firms with a VAP Certified Professional*

**BACKGROUND**

The City of Painesville, Ohio (the City) is soliciting Request for Qualifications (RFQ) from firms interested in providing professional services under Attachment A: U.S. Environmental Protection Agency (USEPA) Brownfields Assessment Cooperative Agreement (the Agreement) and Attachment B: Work Plan for the CERCLA Authority (the Work Plan). The project period is three years from October 1, 2014 to September 30, 2017. **Statement of Qualifications are due 5:00 pm on October 21<sup>st</sup>, 2014.** Disadvantaged Business Enterprises (DBEs) are encouraged to respond to this solicitation.

**OBJECTIVE**

The objective of this Request for Qualifications (RFQ) is to help the City select environmental consulting firms to conduct assessment activities funded by the Agreement. The selected firms will be required to work closely with the City to meet project objectives. The Agreement includes an award of \$400,000 to be used to inventory, prioritize, characterize, assess, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfields sites under the guidance of the Work Plan and Attachment C: The City of Painesville's Application/Proposal (the Application). The selected consulting firms must have a Voluntary Action Program (VAP) Certified Professional (CP) on staff who has demonstrated success with projects of similar scope and size.

**ASSESSMENT ACTIVITIES AND SCOPE OF SERVICES**

The required assessment activities are detailed in the Work Plan and the Application and must be conducted as directed in the Agreement. The project will include inventory and prioritization of brownfields sites; assessment activities at various locations throughout the City; collaboration with property owners, the public, and City officials; and development of cleanup and redevelopment plans as necessary to achieve the goals and objectives indicated in the Work Plan and Application.

The scope of services also includes submittal of any associated reports to the USEPA, the Ohio Environmental Protection Agency (OEPA), and the Ohio Development Services Agency (ODSA).

## **STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Please submit an SOQ that adheres to the following format:

### **I. Firm Identification and Background Information**

- Firm's name, email address, postal address, contact name, telephone number
- Federal ID number
- DUNS number
- Ohio Secretary of State Charter/Registration number
- Ohio Certificate of Authorization number, if applicable
- Firm's DBE or non-DBE status
- Listing of subcontractors, DBE or non-DBE status, and percent of contract to be completed by each
- A brief history of the firm

Note: Company brochures/promotional materials will not be accepted.

### **II. Qualifications and Experience of the Firm**

- Provide an overview of the firm's general capabilities/capacities
- Document experience with the Ohio VAP
- Document experience with USEPA Cooperative Agreements
- Describe experience on projects funded by other state or federal grants
- Demonstrate experience working on projects of similar size or scope. Include experience in both hazardous substances and petroleum substance projects.

### **III. Project Team**

- Identify the CP who will be assigned to this project
- Identify additional professionals who will be assigned to the project
- Provide one-page resumes of project staff; CP resumes can be more than one page
- Indicate whether your firm's rate schedule is consistent with the contractual budget summary in the Work Plan

### **IV. Cost Estimates**

- Please provide a summary of at least 5 key projects of similar size or scope that you have conducted in the last 3 years. This summary should include the proposed budget amount along with the final invoice for the project.
- Provide confirmation statement that the QAPP costs will be provided by the selected firms.

### **V. References**

- Provide 3 client references for projects that reflect a similar scope and complexity to this project. Provide the name, telephone number, and e-mail address of a contact for each client and a brief description of the services provided.

## **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.

**DISCLOSURE OF PROPOSAL CONTENTS**

All responses to this RFQ become the property of the City of Painesville 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 City of Painesville 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 City of Painesville 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 City of Painesville shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Painesville's right to use information contained herein if obtained from another source."

**SCORING CRITERIA AND AWARD**

Service providers (firms) will be selected using a Qualification-Based Selection (QBS) process in accordance with requirements of 40 CFR 31.36. SOQ packages will be judged related to the Scoring Scale presented below. Respondents will be awarded points ranging from zero to the maximum score per category. Respondents should provide documentation addressing elements of the Scoring Scale as it relates to their SOQ.

If a contract is awarded, it will be awarded to the respondent deemed most qualified and responsive as determined at the sole discretion of the City based on the City's review of the respondent's ability to provide the required services.

**Scoring Scale**

**Maximum Points**

Complete SOQ requirements	10
Firm background, brownfield experience/capability	10
Provided all details related to cost estimates (Section IV.)	10
Demonstrated experience with USEPA Cooperative Agreements	20
Experience with similar projects and prior performance	20
Project team credentials	15
Demonstrated understanding of the scope of services	10
Reasonableness and competitiveness of proposal	5

Total Points Possible = 100

## **SUBMISSION AND QUESTION DEADLINES**

Applicants **must** submit one (1) electronic copy and four (4) paper copies of their SOQ **no later than 5:00 pm on October 21<sup>st</sup>, 2014** to the following:

### **CITY OF PAINESVILLE**

Cathy Bieterman, Economic Development Director

7 Richmond Street

Painesville, Ohio 44077

Questions or Concerns can be directed to Cathy Bieterman at [cbieterman@painesville.com](mailto:cbieterman@painesville.com)

Questions about submissions can be directed to the above contact by email only. Questions must be submitted by **October 13th, 2014**. Disclosing any questions received by the City to all respondents will be at the sole discretion of the City.

## **FEES**

The City will negotiate a contract for the required activities after environmental consulting firms are selected. The City shall not be liable for any costs, including any travel, incurred by the environmental consulting firms prior to award of the contract. The City's total liability is limited to the terms and conditions of this request and any resulting contract.

## **TYPE OF CONTRACT**

It is proposed that indefinite quantity, cost reimbursement contracts will be entered into as a result of this RFQ. Only work performed on tasks for which the scope of service and specified maximum, not to be exceeded, cost have been pre-approved by the City will be compensated. At the sole discretion of the City, the total contract values will be limited to the amount of funds available under the current USEPA Grant(s). 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 firms will require compliance with all Federal USEPA laws, rules, and regulations listed in the City's USEPA grant, including but not limited to, 40 CFR Part 33.

## **CONTRACT DURATION**

These contracts will be for a period of three years from the date of contract execution. The contracts 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 USEPA Brownfields Grant.

## **INSURANCE**

The selected firm will be responsible for providing certificates of insurance to the City 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 City of Painesville, its officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a 30 day written Notice of Cancellation. The Limit for the Workers' Compensation Insurance and Employer's Liability Insurance shall be the Statutory Limits of Ohio. Proof of the insurances stipulated above shall be provided to the City within ten working days of the firms receiving notice from the City of an intent to enter into a contract. The acceptance of any such certificate by the City shall in no way relieve the selected firms of obligations to provide and to cause its sub-consultants and subcontractors to provide the insurance herein referenced.

The selected firms and all sub-consultants 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 Ohio 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 selected firms 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 firms neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the City may, at its option, terminate its contract with the selected firms 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 City and the selected firms 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 City encourages qualified DBEs, i.e. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), to respond to this RFQ. The City of Painesville 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.

## **CITY RIGHTS**

During the solicitation process, the City reserves the following rights:

- To reject any and all proposals, and to postpone, re-solicit, or cancel the selection process.
- To waive irregularities or informalities in procedures related to the RFQ.
- To make inquiries as deemed necessary of respondents and their references and clients.
- To select alternate firms if an agreement is not reached with the initially selected firms for any reason.
- To reject additional information from any respondent.
- 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 City.
- To waive liability for reimbursement of any costs incurred by respondents to the RFQ.
- To select one or several firms.

## **OTHER TERMS, CONDITIONS, AND EXCEPTIONS**

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

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.

## **REFERENCE MATERIALS (available on website)**

- Attachment A: U.S. Environmental Protection Agency Brownfields Assessment Cooperative Agreement
- Attachment B: Work Plan for the CERCLA Authority
- Attachment C: City of Painesville Application/Proposal