

**Request for Qualifications  
Environmental Consulting Services For  
Washington County Council of Governments**

The Washington County Council of Governments (WCCOG) is seeking Statements of Qualifications and expressions of interest from professional engineering and environmental consulting firms. Consultant services are sought from contractors with proven expertise in environmental site and risk assessment, management plans, quality assurance plans, groundwater and soil sampling, GIS technology, quality assurance plans, remediation strategies and clean-up, costs estimates and cost control, in addition to community outreach and public presentations.

WCCOG has been awarded two Brownfields Assessment Grants by the U.S. Environmental Protection Agency (EPA), one for sites potentially contaminated with petroleum products and one for those potentially contaminated with hazardous materials. An informal inventory of Brownfields sites has identified over 120 potential Brownfields sites within Washington County that occupy over 200 acres of area. The WCCOG Brownfields program will focus on the neediest communities in the region as well as the communities that have the highest concentration of Brownfields. We have targeted four communities - Calais, Cherryfield, Cutler and Machias – that have Brownfields sites and particular re-development potential but any site in the county would be considered in the community-based site identification process.

The WCCOG Brownfields Assessment Program will:

- 1) promote awareness of Brownfields issues and opportunities among WCCOG member municipalities;
- 2) inventory known and potential Brownfields sites within the Region;
- 3) conduct Phase I site assessments on selected sites;
- 4) conduct Phase II site assessment(s) on some subset of Phase I sites;
- 5) conduct re-use and remedial action planning on selected sites and
- 6) institutionalize programming at WCCOG for the continuation of inventory, assessment, and re-use planning and loan programming toward re-development of Brownfields as valued commercial or green space.

Contractor activities will be conducted as part of WCCOG's Brownfields Assessment Program, which will remain in effect through August, 2012. The Contractor will work under the direction of WCCOG and will work in collaboration with WCCOG staff, the Brownfields Steering Committee, and property owners and developers. The EPA and Maine Department of Environmental Protection (MDEP) will be receiving reports on program activity throughout the lifetime of the grant.

Contractor assistance is needed in the following areas:

- 1) Aid WCCOG staff in educational outreach to inform municipalities, residents, and other stakeholders of brownfields, and the benefits that redevelopment and reuse of these sites may offer communities economically and socially;
- 2) Assist the Brownfields Steering Committee to identify known and potential brownfields sites;
- 3) Assistance with securing access agreements with property owners.
- 4) Conduct Phase I Site Assessments;
- 5) Prepare and present results of Phase I site assessments to WCCOG staff and Advisory Committee;
- 6) Prepare Work plan and Quality Assurance Project Plan (QAPP) in a format meeting USEPA requirements and to be approved by the USEPA
- 7) Conduct Phase II Site Assessments;
- 8) Prepare and present results of Phase II site assessments to WCCOG staff and Advisory Committee;
- 9) Conduct in consultation with WCCOG staff, all aspects of assessment and remediation planning; and
- 10) Creation of cleanup and reuse plans
- 11) General technical assistance
- 12) Complete and submit record keeping forms as required by EPA and as required within the grant guidelines

The successful candidate's Statement of Qualifications will:

- Clearly present verifiable qualifications, experience and knowledge regarding all aspects of Brownfields assessment, remediation, re-use planning, and re-development, including but not limited to relevant Federal and Maine law, policies and guidelines; relevant Administrative rules; Risk Characterization and Management Policy; CERCLA, and U.S. EPA standards and practices, including U.S. EPA Quality Assurance Project Plan (QAPP) requirements.
- Demonstrate the ability to perform multi-task projects and meet required milestones and deadlines.
- Verify that the firm and all personnel working directly with WCCOG are licensed to provide engineering services in the State of Maine and proven engineering and geological capabilities to perform all activities relevant to Brownfields assessment and remediation.
- Describe any tools or resources your company can provide to WCCOG to help improve its Brownfield assessment inventorying and outreach activities.
- Provide a list of projects currently underway in Maine, as well as, projects in Maine successfully completed in the past five (5) years.
- Include a list all subcontractors to be used with respect to the service provided under this contract.
- Specifically indicate, and provide professional qualifications for, those members of the firm and any subcontractors who will be working directly with WCCOG.

- Include professional references qualified to comment directly on the performance of those personnel and any subcontractors who will be working directly with WCCOG.

Based on WCCOG review of Statements of Qualifications, WCCOG will invite selected candidates to submit detailed proposals for the Consultants' Project Approach and Scope of Work. Consultants located in, or having an office in Washington County will be given preference.

It is the intent of WCCOG to negotiate a contract with a selected Consultant provided that their performance records are acceptable and the negotiated cost for services is fair and reasonable, considering the estimated value, scope, complexity and professional nature of the services to be rendered. It is anticipated that one consultant will be selected to enter into an agreement with WCCOG for the current grant period.

### **Selection Process Timeline**

1. Candidates must submit **six (6) copies** of their Statements of Qualifications and Experience to **WCCOG PO Box 631, Calais, ME 04619 by August 28, 2009**.
2. Proposed Project Approaches and Scopes of Work will be invited from selected candidates on or about September 15th.
3. Proposed Project Approaches and Scopes of Work invited from selected candidates must be received by WCCOG no later than September 30<sup>th</sup>.
4. WCCOG will interview selected candidates on or about the week of October 5<sup>th</sup>, 2009.
5. Selected Finalist will be announced on or about October 19th.
6. WCCOG and Consultant will negotiate project fee and final scope toward entering into agreement to allow Consultant to commence agreed upon Scope of Work on or about October 23<sup>rd</sup>. In the event negotiations are unsuccessful, WCCOG will initiate negotiations from the pool of other qualified candidates.

### **Terms**

- 1) WCCOG reserves the right to reject any and/or all proposals received as a result of the Request for Proposals (RFP). If a proposal is selected, it will be the most advantageous regarding the Contractor qualifications and capabilities to provide the specified service and other factors that WCCOG may consider. WCCOG reserves the right to consider proposals for modification at any time before a contract would be awarded, and negotiations would be undertaken with the contractor whose proposal is deemed to best meet WCCOG's specifications and needs.
- 2) Proposals must be signed by an official authorized to bind the contractor to its provisions for at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancelation of this award.
- 3) Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- 4) Contractors' proposal must not be marked as confidential or proprietary to the Contractor. WCCOG may refuse to consider a proposal so marked. All proposals will

become the property of WCCOG. Information in the proposal will become public property and subject to disclosure laws and WCCOG policies and procedures after bid award.

- 5) WCCOG will not be liable for any costs associated with the preparation, transmittal, or presentation of any material submitted in response to this RFP.

**The Contractor shall make available upon request the following:**

- 6) Health and Safety Plan for the Workers.
- 7) Accident Record from the last five years, including the detail of the Contractor's response actions and outcomes.

The grant contains all financial resources to be used for this project. Approximately \$350,000 will be available for Contractor work.

**Selection criteria in evaluation of the proposals will include:**

- Clarity of the proposal, understanding of the project objectives, and responsiveness to the work program.
- Demonstrable experience/capabilities with Brownfields projects, preparing quality assurance project proposals (QAPP's).
- Ability to clearly report and communicate findings to a wide audience,
- Expertise in site assessment procedures and technology.
- Ability to coordinate effectively with all interested parties. The Contractor's activities associated with each work task needs to follow the proposed costs, and indicated level of effort.
- Knowledge of and experience working in Washington County, proximity to Washington County, and provision of employment within Washington County.
- The degree to which the respondent demonstrates an ability to work effectively and coordinate activities with WCCOG and other interested parties.
- References.

## Appendix 1

### STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become part of any formal agreement. The provisions are general principles which apply to all contractors of service to WCCOG such as the following:

#### **Reporting of Contractor**

- 1) The Contractor is to report to the Project Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- 2) All reports, estimates, memoranda, and documents submitted by the Contractor must be dated and bear the Contractor's name.
- 3) All reports made in connection with these services are subject to review and final approval by the Project Manager.
- 4) WCCOG may review and inspect the Contractor's activities during the term of the contract.
- 5) The Contractor will submit a final, written report to the Project Manager.
- 6) After reasonable notice to the Contractor, WCCOG may review any of the Contractor's internal records, reports, or insurance policies.

#### **Personnel**

- 1) The Contractor will not hire any WCCOG employee for any of the required services without WCCOG's written approval.
- 2) The parties agree that the Contractor is neither an employee nor an agent of WCCOG for any purpose.

#### **Indemnification Agreement**

The Contractor will protect, defend, and indemnify WCCOG, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, or whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of WCCOG in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### **Insurance Requirements**

The contractor will maintain at its own expense, during the term of the contract, the following insurance:

- a) Workers' Compensation Insurance with Maine statutory Limits and Employers Liability Insurance for any employee.
- b) Comprehensive/Commercial general Liability Insurance.

- c) Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Maine Insurance Laws.
- d) Professional Liability Insurance
- e) Pollution Contactor Liability Insurance

Contractor shall furnish WCCOG with satisfactory certificates of insurance or a certified copy of the policy.

**Compliance with Laws and Regulations**

The Contactor will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MDOL requirements and the Americans with Disabilities Act.

**Interest of Contractor and WCCOG**

The Contractor promises that there is no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of the contract no officer, or the agent, employees of WCCOG, or members of its governing bodies, may participate in any decision relating to the contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

**Contingent Fees**

The Contractor promises that is has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fees, gifts, or any other consideration contingent upon or resulting from the award or making of the contract. For breach of the promises, WCCOG may cancel the contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee from the compensation due to the Contractor.

**Equal Employment Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national original, physical handicap, age, height, weight, marital status, veteran status, religion, and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, and handicap in the hiring of applicants and the treatment of employees, Affirmative action will include, but not be limited to: Employment upgrading, demotion or transfer; recruitment advertisement; layoff to termination; rate of pay or other forms of compensation; selection for training including apprenticeship.

### **Fair Share Goals**

Consideration of all consultants, which includes equal opportunity for minority business enterprises (MBE) and women business enterprises (WBE), will be made in the Consultant selection process. WCCOG, as a Cooperative Agreement Recipient through the U.S. EPA, will exercise appropriate measures to ensure good faith efforts are made during Consultant selection. Fair share goals are to attract and utilize WBE/MBE contracts, subcontracts, and procurement.

### **Ownership of Documents and Publications**

All documents developed as a result of the contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of information and results of this contract by the Contractor must reference the sponsorship by WCCOG. Any publication of the information or results must be co-authored by WCCOG.

### **Termination of Contract**

Either party may terminate the contract by giving thirty (30) day written notice to the other party.

### **Change in Scope or Schedule of Services**

Changes mutually agreed upon by WCCOG and the Contractor will be incorporated into the contract by written amendments signed by both parties.