

COMMUNITY DEVELOPMENT AUTHORITY



REQUEST FOR QUALIFICATIONS

OFFICIAL NOTICE #XX-2020

INTRODUCTION

The Community Development Authority of the City of Racine (CDA) invites interested parties to submit Statements of Qualification (SOQ) to provide environmental and engineering consulting services to the CDA in support of its Brownfields program. The CDA is looking for qualified environmental consulting firms with documented experience in writing grant applications, providing brownfields-related consulting services, managing grant funds associated with projects funded by, but not limited to, U.S. Environmental Protection Agency (EPA) grants, Wisconsin Economic Development Corporation (WEDC) grants, and the Wisconsin Department of Natural Resources (WDNR), grants.

The contract will be an agreement in which consultants work on an as-needed basis, and the CDA will not guarantee the selected consultant(s) a minimum number of environmental service projects per year or throughout the term of the contract. The number of environmental services projects will be based on the individual needs of the CDA, available funding, and the fact that certain developers may prefer to conduct their own environmental investigations. Any environmental service for which the CDA joins with another governmental unit or private party may, at the CDA's sole discretion, be determined to be outside the scope of this umbrella contract.

The term of the contract for grant writing, managing, and environmental engineering consulting services will be effective for a period of three years. The selected firm's contract may be extended to cover the remaining life of the grants that are under their purveyance at the end of the initial three-year term.

The CDA encourages disadvantaged business, minority business, and women owned business enterprises to apply.

SCOPE OF SERVICES

1. Grant Writing Services

Identify and assist the CDA in writing grant applications available for federal, state, and other brownfields grants and programs. This may include, but not limited to, Assessment Grants, Cleanup Grants, Area-wide planning grants, revolving loan fund grants, and

multipurpose grants. Typical tasks include the collection of data required for the grant applications, meeting with existing community groups, and taking the lead role in grant applications.

2. Property Identification and Inventory

Refine and keep current a database of potential brownfield properties. Included in this work will be the development and implementation of a set of criteria to prioritize identified properties for assessment and cleanup.

3. Site Characterization and Assessment Activities

Conduct Phase I Environmental Site Assessments (ESAs) and Phase II ESAs as well as preparation of cleanup plans. Included in this task is development of the following plans – all documents will be required to be prepared in accordance with applicable state, federal regulatory guidelines, and industry standards including the American Society for Testing Materials (ASTM) and All Appropriate Inquiry (AAI) standards:

- Generic Quality Assurance Project Plans (QAPP)
- Site specific QAPPs
- Health and Safety Plans (HAS)
- Site Eligibility Determinations
- Phase I and Phase II ESA site investigation reports, Remedial Action Plan, Remedial Action Options Report, and Analysis of Brownfield Cleanup Alternatives (ABCA) reports

An estimated length of the time in creating each report, including the internal review process, should be provided prior to the commencement of each report.

4. Outreach

Provide 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 grant application and assessment, planning, and execution of the project. This may include, but not limited to:

- Involve stakeholders in site selection activities
- Development and implement effective methods of communicating information about the Brownfield program to the public (website, information sheets, etc.)
- Communicate with prospective private landowners and other key parties to encourage participation in the program
- Attendance at stakeholder meetings and other meetings or events related to activities

5. Site Development and Planning:

Complete site-specific cleanup and redevelopment planning documents, including ABCA, site remediation work plans, etc. which will include presenting a clear path to closure of a brownfield site.

6. Cleanup and Remediation Activities

Complete cleanup and remediation of selected Brownfield properties in accordance with the WDNR requirements and/or EPA requirements. Activities may include the

preparation of a Quality Assurance Project Plan (QAPP) and Health and Safety Plans (HASP), securing all approvals and permits, completing confirmation sampling activities, monitoring activities, development bid documentation. Asbestos and lead based abatement activities, coordinating and overseeing site remediation activities, and/or completing the site remediation activities.

7. Grant Administration

Provide comprehensive grant administration activities to include, but not be limited to, preparing quarterly reports, preparing reimbursement requests, preparing minority and women owned business utilization reports (MBE/WBE), acting as a liaison between the CDA and applicable regulatory agencies (primarily EPA, WEDC, and WDNR), coordinating and participating in kickoff and weekly meetings with the CDA, City of Racine, and Racine County Economic Development Corporation (RCEDC) staff, entering property specific information into the Assessment, Cleanup, and Redevelopment Exchange System (ACRES), and completing the final report for grant close out.

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 RFQ. Please note that more than one consultant may be selected by the CDA.

SELECTION CRITERIA

Responses will be evaluated on a 100-point scale based on the following criteria:

Experience and capacity (40 points)
Proposed methodology (25 Points)
References (15 Points)
Fee Schedule (20 Points)

RESPONSE DEADLINE & PROJECT TIMELINE

Firms interested in providing a “Statement of Qualifications” for the Grant Writing and Brownfield Environmental & Engineering Services must respond by **10:00 A.M. Central Time on December __, 2020.**

All questions related to the RFQ must be directed to Monica Santos prior to the end of the day on November __, 2020. Questions from respondents will not be entertained after that date. All questions must be submitted via email to: monica.santos@cityofracine.org

Statement of Qualifications (one original copy and one pdf version) should be mailed in a sealed container, clearly marked on the exterior “Official Notice #XX-2020” to:

Monica Santos
City of Racine Purchasing Department
730 Washington Avenue
Racine, WI 53403
Office (262) 636-9143 – Fax (262) 636-9100
Direct E-mail: monica.santos@cityofracine.org

It is intended that the firm will be selected in December and the CDA will develop a scope of work with specific deliverables in the following weeks and have a contract executed with the selected vendor(s) soon thereafter. Proposals received after the deadline will not be considered.

STATEMENT OF QUALIFICATIONS (SOQ)

The submittal shall be no longer than 12 pages (including organizational chart) and shall include the information outlined in the three points below. To ensure fair and equitable evaluation, proposals should be organized into the following separate sections:

1. Experience and Capacity

- The SOQ shall include a summary of the following:
- History of the firm's experience providing brownfields services as described herein
- Brownfields grant application and administration experience/capacity
- Brownfields project experience (EPA, WDNR, private brownfields experience, etc.
- Description of the firm's organizational structure and the names and experience of key individuals including professional registrations and experience working with the USEPA and WDNR
- Disclosure of any potential conflicts of interest
- SAMS.gov current registrant

2. Proposed SOQ Methodology

The SOQ shall include an organization chart and a description of firm's approach and how the firm will complete the scope of services described herein and the length of time each of the services will take to complete, including the firm's internal review process. Include a description of the relevant services provided by your firm.

3. Fee Schedule

The RFQ shall include a detailed Fee Schedule indicating broad job classification likely to be used by the Consultant and the Consultant's proposed all-inclusive corresponding hourly rates. Listings shall be provided for the prime consultant(s), as well as for each sub-consultant. Rates shall be flat billing rates and shall include all overhead, profit, benefits, etc. (no other multipliers or labor costs will be allowed or accepted).

4. References

The SOQ shall include at least three (3) references for similar services/projects that have been provided by your firm and the dates of service. Please include a reference name, company, e-mail address, and phone number. Also include a description of the services and key personnel that were involved in the project. Persons, groups, firms or organization currently affiliated, employed or under contract with the City of Racine, the Redevelopment Authority of the City of Racine, or the Community Development Authority of the City of Racine may not be provided as a reference.

SPECIAL NOTES

CDA shall not be liable for any costs incurred by respondents to this RFQ or for any costs associated with discussions required for clarification of items relating to this RFQ.

CDA reserves the right to revise or amend the RFQ in response to a need for further clarification, specification and/or requirement change including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFQ. Copies of any such addenda will be furnished to all known RFQ holders. Failure to acknowledge an amendment may result in rejection of the Statement of Qualifications.

The CDA reserves the right to reject any and all proposals. The CDA reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the CDA may negotiate a contract with the next highest scoring proposer.

Some or all of the work performed under the contract may be subject to federal and/or state contractual and crosscutting provisions. The CDA hereby notifies the 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) and DBE utilization.

Respondents are specifically directed not to contact any CDA members or City of Racine staff for meetings, conferences, or technical discussions that are related to this RFQ. Unauthorized contact of any such personnel will be cause for rejection of the proposal.

INSURANCE & INDEMNIFICATION

The Contractor shall not commence work on contract until required proof of insurance has been provided to the CDA, applicable department before the contract or purchase order is considered for approval by the CDA.

1. Indemnification

The following indemnification clause will be required to be included in any contract resulting from this RFQ:

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, CDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, CDA Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, CDA or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, CDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. Insurance Requirements:

The following clause regarding insurance will be required to be included in any contract resulting from this RFQ:

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine, CDA) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, CDA; its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, CDA, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, CDA, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine, CDA.
7. Such liability insurance shall indemnify the City of Racine, CDA its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24-month policy extension, explosion, collapse,

underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, CDA and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine, CDA. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine, CDA a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine, CDA of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.