

US EPA ARCHIVE DOCUMENT

Downriver Community Conference (DCC)

Request for Proposal for Professional Environmental Consulting Services

All Proposals are due to the DCC no later than 5:00 p.m. Friday June 19, 2009

I. INTRODUCTION

The Downriver Community Conference (DCC), Brownfield Consortium, is seeking proposals from full service environmental consulting firms to provide all facets of environmental services. The selected firm will provide services on a variety of brownfield redevelopment projects located in and around Southeast Michigan.

The number and extent of assignments is unknown at this time; however, it will require the selected firm to be available throughout the year on an as needed basis. Assignments may be made periodically with short notice and require qualified staff to be available.

The DCC received a Revolving Loan Fund (RLF) and Assessment Grants from the United States Environmental Protection Agency (USEPA) in the amount of \$2,500,000, of which approximately \$1,500,000 will be available for revolving loans, and \$1,000,000 for hazardous assessments. The program objective is the promotion and facilitating of brownfield redevelopment projects. The DCCBF Consortium will provide financial and technical assistance to communities undertaking projects requiring environmental assessment and cleanup activities. Eligible activities include but are not limited to actions addressing site contamination by hazardous substance, pollutants and hazardous substances co-mingled with petroleum.

II. SCOPE OF ENVIRONMENTAL CONSULTING SERVICES

The desired areas of professional expertise and experience are as follows:

A. Training and knowledge required to ascertain compliance with federal, state, and local laws pertaining to brownfield cleanup. Emphasis on compliance with the rules, regulations, procedures, and standards applicable to projects associated with the EPA/RLF and Assessment programs and DCC-EPA Work Plan.

B. Ability to effectively coordinate and conduct meetings and communications with local community officials, regulators and contractors to insure timely notifications to participating local communities and regulating agencies pursuant to applicable rules and procedures and adherence to terms of contracts. Attend DCC Brownfield Consortium meetings as needed to report on projects without additional compensation.

C. Technical training and experience necessary for review and recommendation for approval of documents and actions related to the EPA/RLF and Assessment programs, including but not limited to: Decision Memorandum, Community Action Plan, Local Site Repository, Public Notice, Information of cleanup process to local community, Environmental Site Assessment reports, Remedial Action Plans, Cost Estimates and other required documents.

D. Knowledge and experience necessary to review and render opinion on completeness or production of the following documents:

Comparison of Regulations - USEPA to Michigan Department of Environmental Quality (MDEQ) Regulations Related to non-time Critical Removal Action Requirements including, but not limited to:

- Cost Analysis-ABCA
- Quality Assurance Project Plan (QAPP) approved by EPA
- Action Memorandum
- Community Relation Plans - oversight of cleanup work. Report on progress and adherence to contractual requirements and acceptable practices.
- Phase I and Phase II assessments and reports
- All BEA activities

III. CONTRACT REQUIREMENTS

Proposals from a professional consultant ("Consultant") will be accepted for all the foregoing components of the scope of Environmental Consulting Services.

The selected Consultant will be required to enter into a formal contract with the DCC for one year period with fixed fee rates, subject to availability of funding. The contract should include the names of specific key individuals comprising the contract assigned team and provide that the DCC has the right to approve or reject any changes of key personnel during the life of the contract. All terms and conditions of your proposal will be made a part of any resulting contract with the DCC.

IV. PROPOSAL CONTENT

Consultants submitting responses to this Proposal must prepare six (6) unbounded copies of a detailed proposal according to the format below and provide the proposal by June 19, 2009. One electronic copy in PDF format should also be submitted. Submitted proposals become the property of the DCC and will not be returned to those responding. The DCC reserves the right to reject any and all proposals. The proposal shall include at a minimum the following:

A. Consultant Information. The name, address and a brief history of the Consultant. The Consultant will identify the business entity as an individual, or if doing business under an assumed name, partnership (naming partners),

corporation, foreign or domestic (naming principal officers), and state the official capacity of persons executing the proposal.

B. Team Membership. Identify by name the key personnel who will be assigned to this contract. Include individual resumes. Identify the primary manager who will be assigned to this contract. List by position, staffing that will provide support to this contract. Include a job description for the title of each position identified in the proposal.

C. Team Experience. List and describe projects worked on by individual team members. Provide information to support the level and extent of team member's experience relative to EPA funded projects, including RLF and Assessment Grant requirements and relevant Federal regulations.

D. References. Provide names and telephone numbers of three references where your company has provided professional services for similar RLF projects and the key personnel who will be assigned to this contract.

E. Proposed Services. Set forth in detail a description of proposed services that you agree to provide if awarded a contract for services.

F. Fee. Include an itemized list of hourly rates and unit fees you propose to charge under this contract in a separate, sealed envelope.

G. Fixed Costs Task List. Complete and submit the attached list that identifies certain tasks required by the EPA/RLF and Assessment programs. Include the completed list in the same envelope with the material requested in Section F above.

V. EVALUATION OF PROPOSALS

Proposals will be evaluated by a review panel, which will consider the merits of each proposal using the following criteria:

- A.** Qualifications of specific personnel to be assigned to this project based on education, experience and position in firm;
- B.** Relevant prior experience with similar projects of the firm and, more importantly, the specific team assigned to the project;
- C.** Reputation of the firm based on references;
- D.** Capacity of the firm to provide the full scope of services requested, at a reasonable cost; and
- E.** Fees and costs.

After a review of the material submitted, the DCC may invite selected firms to an interview after which a selection will be made on the best combination of qualifications, experience, and team composition at a reasonable cost. The DCC may select more than one firm to place under contract.

VI. RIGHT TO REQUEST ADDITIONAL INFORMATION

The DCC reserves the right to request any additional information it deems necessary from Consultants responding to this request for proposal after proposals have been received.

VII. NO REIMBURSEMENT FOR PROPOSAL COSTS

The DCC does not pay for any information solicited or obtained. Further, the DCC will not be liable for any costs incurred in proposal preparation, presentation or contract negotiations.

VIII. DELETE ITEMS

The DCC reserves the right to delete any of the items listed in this proposal.

IX. QUALIFICATIONS OF BIDDERS

Consultant may be required before the award of any contract to show to the complete satisfaction of the DCC that it has the necessary facilities, ability and financial resources to provide the services specified therein in a satisfactory manner. The DCC may make reasonable investigations deemed necessary and proper to determine the ability of the Consultant to perform the work, and the Consultant shall furnish to the DCC all information for this purpose that may be requested.

X. INSURANCE

The Consultant awarded the contract will be required to furnish insurance as specified. The insurance carrier must be licensed to do business in the State of Michigan. Insurance must be provided on a comprehensive form to include the following:

A. General Liability Insurance Occurrence Form with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. The following endorsements must be included:

1. Products/completed operations;
2. Contractual liability
3. Personal injury;
4. The DCC, its officers, agents, employees, elected and appointed officials and volunteers shall be named as additional insured with respect to General Liability.

B. Workers compensation insurance

1. Michigan statutory coverage;
2. Employers liability - \$500,000

C. Professional liability insurance in an amount of \$1,000,000 per claim and \$2,000,000 aggregate.

D. Auto liability coverage of \$1,000,000 for "any auto". Certificate of insurance will be required for all of the above coverages.

XIII. CONTACT FOR INQUIRIES

Interested consultants may review pertinent information regarding this request and make specific inquiries regarding the submission of bids by contacting the following representative:

Paula Boase
15100 Northline Road
Southgate, MI 48195
paula.boase@dccwf.org

XIV. ERRORS AND OMISSIONS

Interested consultants are not permitted to take advantage of any errors or omissions in the specifications since full instructions will be given should they be called to the attention of the DCC not less than five (5) working days before proposals are due.

XV. LEGAL CONDITIONS

The Consultant agrees to abide by all Federal, State, County and local laws and regulations. The Consultant must confirm that it is not in the state of debarment.

XVI. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the DCC, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, occasioned by any act, omission, or failure of the Consultant and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

XVII. EXECUTION OF CONTRACT

When the contract has been signed by the awarded Consultant and the DCC, the contract is then considered a fully executed contract. Upon receiving an executed contract, the Consultant may then provide the product or service. Prior to receiving a fully executed contract, work is not authorized to commence.

Fixed Cost Task List Attachment per Project

RLF Program

1. Site Eligibility \$ _____
2. Project Summary \$ _____
3. Equivalency Analysis \$ _____
4. Cost Analysis – ABCA \$ _____
5. Community Relations and Public Involvement
Including one public hearing (4 hours) \$ _____
6. Decision Memorandum \$ _____

Assessment Program

7. Site Eligibility \$ _____
8. Phase I (Current ASTM 1527 Standards) \$ _____
9. Phase II (Current ASTM Guidelines) \$ _____
10. Sampling Plan \$ _____
11. BEA Category N with due care plan \$ _____
12. BEA Category D with due care plan \$ _____
13. BEA Category S with due care plan \$ _____
14. Hazardous Material Survey \$ _____

Include this list and an itemized list of hourly rates by classification and unit fees you propose to charge under this contract in a **separate**, sealed envelope with the contact information of the company and the individual submitting this RFP. Include the all information on a CD in PDF format.

G. FIXED COST TASK LIST

RLF Program

1. Site Eligibility	<u>\$ 500</u>
2. Project Summary	<u>\$ 750</u>
3. Equivalency Analysis	<u>\$ 1,000</u>
4. Cost Analysis – ABCA	<u>\$ 1,500</u>
5. Community Relations and Public Involvement Including one public hearing (4 hours)	<u>\$ 2,200</u>
6. Decision Memorandum	<u>\$ 1,550</u>

Assessment Program

7. Site Eligibility	<u>\$ 250</u>
8. Phase I (Current ASTM 1527 Standards)	<u>\$ 2,000</u>
9. Phase II (Current ASTM Guidelines)	<u>\$ 5,000-15,000*</u>
10. Sampling Plan (includes HASP)	<u>\$ 800</u>
11. BEA Category N with due care plan	<u>\$ 3,500**</u>
12. BEA Category D with due care plan	<u>\$ 4,000**</u>
13. BEA Category S with due care plan	<u>\$ 5,000**</u>
14. Hazardous Material Survey	<u>\$ 1,000-3,000***</u>

* Typical price range. Fees are site-specific based on the number and nature of the RECs identified in the Phase I ESA and the site conditions.

** Price is based on the submittal of a combined BEA/Due Care Plan to the MDEQ for disclosure for sites of typical complexity.

*** Typical price range. Fees are site-specific based on the number, size and construction of the site buildings.

RLF Program

Name of Company	SME	TTL	ASTI	ECT	AKT	Conestoga-	Bureau Vertas	Hor
Project Description	5 Narratives demonstrated familiarity with RLF cleanup requirements	3 Narratives focused on assessment related activities	3 Narratives focused on assessments related activities	4 Narratives did not fully focus on RLF	5 Narratives demonstrated familiarity with RLF cleanup requirements	3 narratives focused on assessment related activities	3 Narratives focused on assessment related activities	3 Narratives focused on assessment related activities
Resources	Team listed RLF work & oversight over other RLF projects	3 Team did not clearly list RLF projects	3 Team did not list specific RLF funded projects	4 Team RLF related work limited to oversight of other consultant	5 Team worked on two RLF/DCC funded cleanup projects	3 Team did not list specific RLF funded projects	3 team did not list specific RLF funded projects	3 team did not list specific RLF funded projects
RLF Conceptual understanding	5	4	3	3	5	3	3	3
Prior Experience	5 team listed work on Roland other than RLF projects	3 team listed work on other than RLF projects	3 team listed work on other than RLF projects	4 team listed work on RLF and other projects	5 Team listed work on RLF and other than RLF projects	3 team listed work on other than RLF projects	3 team listed work on other than RLF projects	3 team listed work on other than RLF projects
Schedule	4	4	4	4	4	4	4	4
Project Management	Team listed impressive resumes including project 5 management	Team listed impressive résumés including project 5 management	Team listed impressive resumes including project 5 management	5 Team listed impressive resume including project management	Team listed impressive resumes including project 5 management	5 Team listed impressive resumes including management	5 team listed impressive résumés including management	5 team listed impressive resumes including management
Cost	one	three	four	two	three	zero	two	one
RLF project(s)/ experience	5 Team did manage RLF funded cleanup projects	3 team did not list specific RLF funded projects	3 Team did not clearly list Refunded projects	4 team did not manage RLF funded cleanup project	5 Team managed RLF funded cleanup projects	2 Team did not list specific RLF funded projects	2 team did not list specific RLF funded projects	2 team did not list specific RLF funded projects
Hourly cost	two	three	three	two	four	one	two	one
Total	37	31	31	32	41	24	27	25

Fixed Cost Task List

RLF Program

Name of Company	SME		TTL		ASTI	ECT	AKT	Conestoga - Rovers & Associate	Bureau Vertas North America, Inc.	Horizon	
Site Eligibility	\$500.00		\$500.00		\$0.00	\$1,000.00	\$500.00	TBD	\$1,200.00	\$0.00	in-kind
Project Summary	\$500.00		\$750.00		\$100.00	\$1,000.00	\$750.00	TBD	\$800.00	\$500.00	\$750.00
Equivalency Analysis	\$300.00		\$1,000.00		\$200.00	\$3,000.00	\$1,500.00	TBD	\$1,200.00	\$500.00	\$1,200.00
Cost Analysis - ABCA	\$300.00 \$1,000.00	\$2,000.00	\$1,500.00		\$100.00	\$1,000.00	\$1,000.00	TBD	\$2,500.00	\$500.00	\$2,500.00
Community relations and Public involvement including one public hearing (4hours)	\$2,100.00 \$400.00		\$2,200.00		\$1,000.00	\$1,000.00	\$2,200.00	TBD	\$2,000.00	\$500.00	
Decision Memorandum	\$2,000.00		\$1,550.00		\$350.00	\$2,000.00	\$1,500.00	TBD	\$1,800.00	\$500.00	\$2,500.00
TOTAL	\$7,100.00	\$2,000.00	\$7,500.00		\$1,750.00	\$9,000.00	\$7,450.00		\$9,500.00	\$2,500.00	\$6,950.00
Assessment Program											
Site Eligibility	\$500.00		\$250.00		\$0.00	\$250.00	\$500.00	\$900.00	\$800.00	\$0.00	in-kind
Phase I (Current ASTM 1527 Standards)	\$1,600.00	\$2,200.00	\$2,000.00		\$2,200.00	\$2,500.00	\$1,900.00	\$1,900.00	\$1,800.00	\$2,200.00	
Phase II (Current ASTM Guidelines)	\$5,000.00	\$2,500.00	\$5,000.00	\$15,000.00	\$12,000.00	\$15,000.00	\$8,000.00	\$3,800.00	\$9,800.00	\$4,500.00	\$25,000.00
Sampling Plan	\$1,000.00	\$2,000.00	\$800.00		\$250.00	\$1,000.00	\$1,500.00	\$600.00	\$1,750.00	\$500.00	\$1,000.00
BEA Category N with due care plan	\$3,000.00	\$3,500.00	\$3,500.00		\$2,300.00	\$5,000.00	\$3,000.00	\$3,200.00	\$2,200.00	\$1,500.00	\$2,500.00
BEA Category D with due care plan	\$4,500.00	\$5,000.00	\$4,000.00		\$2,300.00	\$5,300.00	\$4,000.00	\$3,200.00	\$3,200.00	\$2,000.00	\$3,500.00
BEA Category S with due care plan	\$6,000.00	\$8,000.00	\$5,000.00		\$3,200.00	\$5,800.00	\$5,000.00	\$5,400.00	\$4,200.00	\$2,500.00	\$4,000.00
Hazardous Material Survey	\$1,800.00	\$4,000.00	\$1,000.00	\$3,000.00	\$1,900.00	\$3,000.00	\$3,500.00	\$4,300.00	\$1,500.00	\$10,000.00	\$1,000.00
TOTAL	23,400.00	\$27,200.00	\$21,550.00	\$18,000.00	\$24,150.00	\$37,850.00	\$27,400.00	\$23,300.00	\$25,250.00	\$10,000.00	\$14,200.00

DCC Brownfield Consortium
 Selected Billing Rates and Costs

Jun-09

Company Name	SME	TTL	ASTI	ECT	AKT	C-ROVERS	BV	Horizon
Principal/Senior Consultant	135.00	95.00	125.00	130.00	80.00	155.00	130.00	146.00
Senior Proj Man/Leader	115.00	80.00	95.00	105.00	65.00	135.00	100.00	132.00
Task Leader	90.00							
Eng		70.00		86.00	65.00	90.00	90.00	116.00
Tech Support/Geologist	75.00	60.00	85.00	75.00	65.00	85.00	75.00	88.00
Administrative	50.00	45.00	55.00	53.00	45.00	55.00	60.00	60.00
CAD	70.00	50.00	60.00	69.00	55.00	60.00	50.00	70.00

PROFESSIONAL SERVICES AGREEMENT

This Agreement made this 19 day of March, 2007, between DOWNRIVER COMMUNITY CONFERENCE, 15100 Northline Road, Southgate, Michigan, 48195, hereinafter referred to as "Conference" and Environmental Consulting & Technology, Inc. (ECT), 2250 Genoa Business Park Drive, Suite 130, Brighton, MI 48114, hereinafter referred to as "Contractor".

WITNESSETH

That Conference and Contractor hereby agree as follows:

- 1) a) Contractor shall provide to the Conference the professional services listed and identified on "Exhibit A" attached hereto in accordance with the terms and conditions of this agreement.
- b) Positive efforts shall be made by the Contractor in the execution and fulfillment of this agreement to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.
- c) Contractor shall take all of the following steps to further this goal.
 - (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - (2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.
 - (6) If the prime contractor awards subcontracts, requiring the contractor to take steps in paragraphs (b) (1) through (5) of this section.

- 2) Conference shall compensate Contractor for the professional services to be provided to the Conference by Contractor in accordance with the following:
 - a) The amount of compensation ("Contract Sum") to be paid to Contractor by the Conference for professional services to be provided to the Conference by Contractor shall not exceed the sum of seven thousand dollars per project (\$7,000.00);
 - b) The Contract Sum shall be paid in accordance with the following payment schedule:
- 3) Contractor shall furnish the Conference with all professional services required under this agreement by 12-31-09.
- 4) Payment of Contract Sum, or any portion thereof, shall be upon payment approval of the Executive Director of the DCC.
- 5) Contractor shall provide Conference with a summary of professional services rendered and copies of any work product produced by Contractor's efforts pursuant to this agreement upon demand, but at least on a monthly basis unless notified otherwise by Conference.
- 6) Conference may terminate this agreement and Contractor's obligations under agreement at any time upon written Fourteen (14) days notice of such termination to Contractor. In such event, Contractor shall be entitled to compensation for actual services which it rendered to the Conference and Conference shall be entitled to all work product performed by Contractor pursuant to this agreement. In the event of a dispute as to the amount of compensation to be paid Contractor, which cannot be settled by the parties, Conference and Contractor agree to binding arbitration of such issue by a mutually acceptable arbitrator. In the event the parties cannot agree as to a mutually acceptable arbitrator, the American Arbitration Association shall appoint such arbitrator.

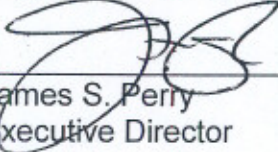
- 7) Upon completion of this agreement by Contractor and the payment of the Contract Sum by Conference, Conference shall be entitled to all work product of the Contractor resulting from Contractor's performance under the terms of this agreement.

- 8) This document constitutes the entire agreement between Contractor and Conference. The Agreement may be amended from time to time provided that both Contractor and Conference agree to the amendment before it can be effective and so indicate by signing the amendment document which then becomes a part of this Agreement.

This Agreement is executed the day and year first above written.

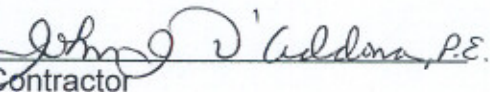
DOWNRIVER COMMUNITY CONFERENCE

BY



James S. Perry
Executive Director

BY



Contractor

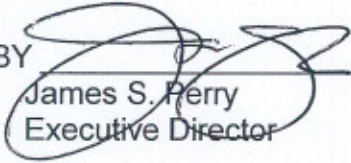
Environmental Consulting & Technology, Inc.
2250 Genoa Business Park Drive, Suite 130
Brighton, MI 48114
Telephone: (810) 494-5051
Fax: (810)494-5059

EXHIBIT "A" TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN DOWNRIVER COMMUNITY CONFERENCE AND

Environmental Consulting & Technology, Inc.
(Contractor)

DOWNRIVER COMMUNITY CONFERENCE

BY


James S. Perry
Executive Director



BY


John J. D'Ardona, P.E.

Contractor

Environmental Consulting & Technology, Inc.
2250 Genoa Business Park Drive, Suite 130
Brighton, MI 48114

Telephone: (810) 494-5051

Fax: (810) 494-5059

ATTACHMENT A

Revolving Loan Fund Scope of Work
Fee Structure Per Loan Project

Project Summary	\$ 750
Equivalency Analysis	1,500
Cost Analysis	1,000
Community Involvement and Public Hearings	2,200
Draft Action Memo	<u>1,550</u>
Total	\$7,000

Prior written approval by the DABC Board must be obtained to exceed this amount.

In addition, payments hereunder are subject to the contractor complying with all requirements of the United States Environmental Protection Agency (USEPA) for DCC's Revolving Loan Fund Program (RLF).