



[Escambia](#) • [Santa Rosa](#) • [Okaloosa](#) • [Walton](#) • [Bay](#) • [Holmes](#) • [Washington](#)

REQUEST FOR STATEMENT OF QUALIFICATIONS Environmental Assessment and Cleanup Services

May 12, 2009

**West Florida Regional Planning Council
Brownfields Cleanup Revolving Loan
Fund (BCRLF) Program**

REQUEST FOR STATEMENT OF QUALIFICATIONS

Environmental Assessment, Cleanup Planning and Remediation Activities Services On A Continuing Contract Basis

I. INTRODUCTION

A. Purpose

The West Florida Regional Planning Council ("WFRPC") is soliciting Statement of Qualifications (SOQ) from environmental engineering firms (hereinafter "Respondents" or "Consultants") registered to do business in Florida to establish a pre-qualified environmental consultants list from which firms can be chosen to provide environmental cleanup planning and remediation activities, and related services on a continuing contract basis for WFRPC under the WFRPC Brownfields Cleanup Revolving Loan Fund (BCRLF) Program ("Program"). The Program, funded by a BCRLF grant from the U.S. Environmental Protection Agency (EPA), is intended to facilitate the redevelopment and revitalization of brownfield areas within the WFRPC seven county region, to restore abandoned and underused sites to productive community-supported uses and to promote overall economic and environmental enhancement in communities.

Respondents to this solicitation for Statement of Qualifications must be prepared to meet all federal requirements for work funded by an EPA BCRLF Grant. Consultants who are Minority, Women, Small Businesses and/or Small Businesses in rural areas are strongly encouraged to apply. Consultants who utilize, Minority, Women, Small Businesses and/or Small Businesses in rural areas for their subcontracting needs are also strongly encouraged to apply.

In order for a Respondent to be considered for contract award, the Respondent must have an office and personnel located in Florida and be registered as a professional engineering and geology firm in Florida. All services shall be performed in accordance with the Scope of Services outlined in Section IV. in addition, as set forth in the Contract to be negotiated.

WFRPC seeks to establish a "continuing contract" with as many as five (5) qualified environmental engineering firms, in order to enable the issuance of project specific task assignments to carry out various environmental cleanup activities.

No minimum or maximum amount of work is guaranteed under any contracts resulting from this solicitation. WFRPC reserves the right to decide which of the selected firms will be chosen to provide any tasks ordered under the continuing contract.

B. Term of Contract

The term of the contract shall be as set forth in the contract and shall require the Consultant to complete all work in a timely manner so that WFRPC can meet its deadline requirements under its EPA grant. The Grant authorization terminates on June 30, 2013.

C. Type of Contract Contemplated

It is anticipated that the contract will be a continuing contract at least through June 30, 2013 and possibly beyond and the contract will be a task-assignment type contract. The method of payment for task assignments may be a combination of fee schedule, fixed price and cost-plus-fixed-fee as specified in each specific task assignment. However, the WFRPC reserves the right to award another contract type if such will be most advantageous to the WFRPC, price and other factors considered.

Services shall be authorized on a **Task Assignment** basis. The selected Consultant(s) shall not perform any services under the contract(s) resulting from this solicitation until a Task Assignment has been fully executed by both parties. The selected Consultant(s) is/are not authorized to perform any services, which exceed the authorized funding amount issued for each Task Assignment.

A copy of the proposed contract containing all requirements will be available for examination on the Council website at www.wfrpc.org starting in early June. The WFRPC reserves the right to revise the proposed contract in connection with negotiations with specific Consultants and to revise the contract at any time to include additional language as may be required by the U.S. Environmental Protection Agency, which has awarded funding to the WFRPC in support of this project.

D. Negotiation of Contract

The WFRPC expects to execute the contract as soon as possible after the deadline date for submittal of Statements of Qualifications set forth below. The WFRPC will follow to the extent applicable the provisions of the Consultants' Competitive Negotiations Act, s. 287.055 of the Florida Statutes (FS). WFRPC reserves the right to completely terminate all negotiations in regards to WFRPC BCRLF Program and request new submittals of Statements of Qualifications if a satisfactory agreement is not reached within six (6) weeks after the deadline date for submittal of statements of qualifications set forth below.

E. Submission Deadline and Submittal Requirements

1. **Submission Deadline:** All responses to this request for Statement of Qualifications must be received in the offices of the West Florida Regional Planning Council **no later than 4:00 PM, CST Tuesday, June 9th, 2009**. Late responses will not be accepted.

2. **Submittal Requirements:** Submittals shall be bound by staple or binder clip and shall consist of paper only. All binders, plastic separators, non-recyclable material, etc. are prohibited. Submittals will not be evaluated on the aesthetics of the package. Total number of pages for the submittal shall not exceed 35 pages including the Letter of Interest.

Submittals should be organized and bound in the same order that the information is requested. Responders should not submit standard marketing materials. Submittals should be concise and should not contain any unnecessary attachments, enclosures or exhibits. Response text and graphics must be duplex (two-sided) printed and be printed on recycled paper. Cover materials must also be recyclable.

Consultants responding to this SOQ are required to furnish **one (1) signed original and five (5) copies** and 1 copy on CD of their SOQ to the WFRPC office with the following:

TABLE OF CONTENTS

TAB 1: LETTER OF INTEREST:

Write in succinct terms, a summary of the distinctive competitive attributes of the respondent firm to execute the scope of services. Answer the question:

“Why do you think the WFRPC should select your firm?”

Respondent must declare that the SOQ is in all respects fair and in good faith without collusion and fraud and that the signatory of the SOQ has the authority to bind the principal of the respondent firm in a contract with the WFRPC.

Letter of Interest shall be signed, and limited to three pages. Font size shall be at least 12 pitch with one-inch margins.

TAB 2: FIRM BACKGROUND AND CAPABILITIES:

Provide information on the qualifications of the firm and the qualifications of the individuals within the firm that will commit to and be available to work on the project. It is also necessary for the firm to show the experience, commitment, and availability of the Project Manager that will work on the project. Demonstrate actual assessment and remediation experience under the EPA Brownfields Program in Florida. Provide information on the amount of experience the firm has working in North West Florida and demonstrate clear knowledge of remediation work in the complex interbedded silts, clays, and sands in North West Florida.

**TAB 3: DEMONSTRATION OF RELEVANT EPA BCRLF AND FDEP
BROWNFIELDS ASSESSMENT AND REMEDIATION EXPERIENCE:**

The Consultant must demonstrate relevant project experience and understanding of the following:

- Remediation experience on a minimum of three EPA funded BCRLF projects in North West Florida
- Phase I environmental site assessments and reports in accordance with American Society of Testing and Materials (ASTM) standard E2247-08, "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*,"
- Phase II Environmental Site Assessments
- EPA Brownfields BCRLF programmatic support experience including the completion of all required forms and reports under the Terms and Conditions of EPA BCRLF Cooperative Agreement
- EPA BCRLF Remedial Evaluation and Planning Experience – including the development of EPA Analysis of Brownfields Cleanup Alternatives (ABCAs)
- Development of EPA Brownfields Community Relations Plans
- Development of EPA Brownfields Quality Management Plans
- Development of EPA Quality Assurance Project Plans and Health and Safety Plans.
- Designation of Florida Brownfields Areas under the Florida Brownfields Redevelopment Act (Chapter 376.77-376.85, FS)
- Development of Brownfields Site Rehabilitation Agreements under Chapter 376.77-376.85, FS
- Implementation of remedial actions to achieve applicable Risk Management Options as required under Chapter 62-785, FAC, the Brownfields Cleanup Criteria Rule and Brownfields Site Rehabilitation Agreements as referenced in the Florida Brownfields Redevelopment Act

TAB 4: TEAM ORGANIZATIONAL CHART:

A team organizational chart indicating the specific role of each team member in the project and key personnel assigned to the project. Also, if any team member or key personnel will be a subconsultant or subcontractor this shall be clearly indicated in the submittal of this SOQ.

TAB 5: RESUMES:

Provide a maximum of three (3) resumes for the key personnel who will be responsible for completion of assignments and assigned as liaisons to WFRPC. Each resume shall not exceed two pages in length.

TAB 6: REFERENCES:

Provide five (5) verifiable references of brownfield (or similar site remediation efforts) and any redevelopment projects completed in the last five (5) years. Provide on time and on budget performance data.

TAB 7: LOCATION OF FIRM'S OFFICE(S) IN FLORIDA:

Provide the address of the firm's physical location(s) in Florida and include for each location the year established, number of employees, DUNS Number, and ownership type. Provide a Point of Contact name, title of Point of Contact, and telephone number for Point of Contact at each office location. Clearly indicate

which office will serve as the primary Responsible Office for providing services to the WFRPC.

TAB 8: MINORITY BUSINESS ENTERPRISE:

Provide information and documentation as to whether the firm or any proposed subconsultant or subcontractor is a Minority Business Enterprise, Women's Business Enterprise or is a small business located in a rural area, in accordance with EPA requirements pertaining to Brownfields Assessment and Cleanup Cooperative Agreements with EPA.

F. Correspondence

All responses to this SOQ are to be submitted to:

Cynthia R. Williams, AICP
Brownfields Program Coordinator
West Florida Regional Planning Council
P.O. Box 11399
Pensacola, Florida 32524-1399
Phone: (850) 332-7976 ext 222
Fax: (850) 637-1932
Cynthia.Williams@wfrpc.org

Fax number, email or mail may be used to submit questions only.
Responses will not be accepted by facsimile or e-mail.

II. TERMS AND CONDITIONS

A. Number of Awards

The WFRPC, at its sole discretion, may make one total award for the work contemplated in the Scope of Services, or award multiple contracts, as the WFRPC deems appropriate. The WFRPC anticipates awarding up to five (5) contracts.

B. Contingencies

This SOQ does not commit the WFRPC to award a contract. The WFRPC reserves the right to accept or reject any or all responses to this SOQ; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope of services, or to cancel this SOQ in its entirety.

C. Modifications to the SOQ

The WFRPC reserves the right to issue addenda or amendments, or change the timelines to this SOQ. Any modifications will be posted to the WFRPC web site.

D. Materials Submitted Will Not be Returned to Consultant

All material submitted by prospective Consultants responding to this SOQ will be retained by the WFRPC and not returned to the Consultant.

E. Questions and Responses

Once the SOQ has been advertised, Respondents are specifically directed not to contact West Florida Regional Planning Council personnel for meetings, conferences or technical discussions related to this SOQ. Failure to adhere to this policy may result in disqualification of the Respondent. All questions regarding this SOQ can be presented in writing as indicated in Section I, paragraph F. Consultants will not receive specific responses to their questions in real time. Rather, responses to specific questions received on any given day, during the time prior to the deadline for submittal of responses to this SOQ, will be posted to the WFRPC website the following day or as soon thereafter as can reasonably be done.

III. OVERVIEW

In August 2008, the West Florida Regional Planning Council was selected to receive a BCRLF grant under the U.S. EPA Brownfields Program. The grant will be used to solicit local government and community support to identify eligible hazardous substances and petroleum contaminated brownfield sites and complete cleanup planning and remediation activities where appropriate.

The overall project goal of the WFRPC BCRLF Program is to enhance redevelopment and revitalization efforts and outcomes in the Region. The Council's BCRLF Program is intended to help address funding and information gaps in the development of brownfields and to help bring these properties back into productive reuse.

Project Area: The seven (7) county WFRPC region encompassing Escambia, Santa Rosa, Okaloosa, Walton, Bay, Holmes and Washington Counties. Specific hazardous substances and petroleum-contaminated sites that local governments propose for cleanup activities under the WFRPC BCRLF Program will generally be located within targeted redevelopment areas within each of these counties.

IV. SCOPE OF SERVICES AND OWNERSHIP OF WORK PRODUCT

- A. General: The Consultant shall serve as WFRPC's professional engineering or environmental representative for the project and will be tasked to conduct various environmental cleanup and/or community relations support activities over the course of the contract.
- B. Community Relations Support: The Consultant may be required to provide community relations support during all phases of work. These activities may include preparing audio-visual materials and fact sheets, and participation in public meetings.

- C. Other Responsibilities: Other responsibilities of the Consultant may include, but are not limited to, acquiring all necessary federal, state and local permits, authorizations and inspections; securing off-site and on-site access and obtaining easements or other appropriate written consent from all property owners whose property is intended to be the site of a specific task assignment in a form approved by WFRPC; and ensuring compliance with all additional environmental regulations. The Consultant shall be responsible for obtaining all applicable permits, authorizations and inspections unless otherwise set forth in a task assignment.

WFRPC reserves the right to task the Consultant to perform services that are deemed necessary by the WFRPC to be performed, which are related to the Scope of Services outlined herein, but which are not specifically set out herein.

- D. Deliverables and Ownership: All deliverables shall be submitted to the WFRPC in electronic and hardcopy formats. All deliverables will upon submittal to WFRPC become the property of WFRPC and thereafter shall be owned by WFRPC.

The Council's focus for the use of its EPA grant will be to work closely with public and/or private sector developers interested in redevelopment opportunities afforded by brownfields sites in the Region that have a **high degree of market potential for redevelopment**. Contamination notwithstanding, these brownfields sites have been recognized by local leaders as prime opportunities for redevelopment based upon their location, potential target market and return on investment potential.

POTENTIAL TASKS

The general scope of work for the overall BCRLF project is as follows. Further delineation of the scope of work for this phase of the project will be the task of the selected Consultant working with WFRPC.

TASK A: COMMUNITY OUTREACH PLANNING

Task activities reflect project tasks directly related to keeping stakeholders informed and educated about brownfield redevelopment activities in their communities. The WFRPC established a Community Investment Committee (CIC) consisting of a local elected official, an economic development representative, a developer, an environmental attorney and a banking representative. The CIC will play a critical role in prioritizing and recommending projects for cleanup funding.

This task also includes development of site-specific community relations plan that outlines procedures providing reasonable notice, opportunity for community involvement, response to comments, and administrative records that are available to the public.

This task carries forward throughout the entire period of WFRPC's EPA Brownfields Program grant. To the extent that the WFRPC deems it necessary, the Consultant, under a specific Task Assignment may be required to assist Council staff in various public outreach activities that will be defined as the program evolves over time.

Community Outreach Planning Task Deliverables:

- ❑ Community workshop(s) in participating communities and educational materials for public information
- ❑ Development of EPA required site specific Community Relations Plan in accordance with BCRLF Cooperative Agreement Terms and Conditions.

TASK B: CLEANUP PLANNING

Activities and costs associated with this task relate to pre-remedial planning as needed on identified brownfield sites that participate in the BCRLF. This task will require the development of an EPA Analysis of Brownfields Cleanup Alternatives (ABCA), which will include information about the site and contamination issues; cleanup standards; applicable laws; alternatives considered; and proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation will include an analysis of reasonable alternatives. Cleanup planning activities will be limited to identifying potential cleanup options and estimating cleanup costs related to the site remediation. Plans developed must be internally consistent with the overall community redevelopment plan for the proposed brownfield site or area, as identified by the local government or eligible entity and must meet the requirements of the Florida Brownfields Redevelopment Act and Chapter 62-785, FAC the Brownfields Cleanup Criteria Rule. Furthermore, the proposed cleanup plans and the ultimate sustainable reuse of the brownfields sites will have demonstrated community support.

Cleanup Planning Deliverables, if applicable and necessary:

- ❑ Draft and Final Cleanup Plan(s) including but not limited to:
 - EPA Analysis of Brownfields Cleanup Alternatives
 - EPA Quality Assurance Management Plan(s) and Quality Assurance Project Plan(s)
 - FDEP Interim Source Removal Proposal(s)
 - FDEP Interim Source Removal Plan(s)
 - FDEP Natural Attenuation with Monitoring Plan(s)
 - FDEP Remedial Action Plans(s)
 - FDEP Risk Assessment
 - FDEP Post Active Remediation Monitoring Plans

TASK C: REMEDIATION ACTIVITIES

Activities and costs associated with this task relate to the implementation of the chosen remedial alternative evaluated in the ABCA for a specific site.

Remediation Activities Deliverables, as necessary

- ❑ Draft and Final Plan(s) including but not limited to:
 - Bid Specifications and Documents
 - As-Built Drawings of Installed Remedial Systems
 - FDEP Site Rehabilitation Completion Proposals
 - FDEP Site Rehabilitation Completion Orders (i.e., No Further Action Orders)
 - Demolition Report

TASK D: PHASE I ENVIRONMENTAL SITE ASSESSMENTS

Deliverable:

- ❑ Draft and Final ESA Report(s)

The Consultant will complete Phase I Environmental Site Assessments (ESA) on eligible brownfield sites identified in the Council's Brownfields Program. The Phase I environmental site assessment and report must be conducted in accordance with American Society of Testing and Materials (ASTM) standard E2247-08, "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," and in accordance with EPA's All Appropriate Inquiries Final Rule. State of Florida Department of Environmental Protection (FDEP) requirements may also apply in specific instances.

The Consultant must also develop and maintain a *Brownfields Property Profile* form (OMB Form 2050-0192, EPA Form 9310-3) for each property, which is assessed during the contract period. The Property Profile contains specific property information which WFRPC will submit to EPA along with its regular Quarterly Reports.

TASK E: PHASE II ENVIRONMENTAL SITE ASSESSMENTS

Deliverables:

- ❑ Schedule for Phase II Environmental Site Assessments
- ❑ Draft and Final Phase II Work Plan which includes Health and Safety Plan and EPA Quality Assurance Project Plan
- ❑ Draft and Final Phase II Environmental Site Assessment Reports

If found necessary Phase II Environmental Site Assessments may be required to be conducted to evaluate and address potential concerns identified in previous Phase I ESA's completed in Task D. The Consultant will then conduct environmental assessments and remediation planning on selected sites in accordance with EPA requirements for ensuring quality, sampling, appropriateness and health and safety. A Phase II environmental site assessment, if warranted by findings in the Phase I assessments, is designed to further define the nature and extent of the risk and, if appropriate to make a preliminary judgment about the methods and cost of cleaning the site (**addressed in Task: Cleanup Planning**).

All sampling and testing shall be conducted in accordance with quality standards prescribed by the FDEP. It is required that Phase II ESA reports include potential remedial alternatives to address areas of confirmed environmental impairment (where appropriate) and detailed cost estimates to conduct such remedial actions (**see Task: Cleanup Planning**).

Analysis and Evaluation: Conduct Phase II ESA's in accordance with appropriate ASTM standards on selected sites. Develop a Phase II work plan, including a Quality Assurance Project Plan (QAPP) that is consistent with the "EPA, Region 4, Standard Operating Procedures and Quality Assurance Manual" and "Quality Assurance Guidance for Conducting Brownfields Site Assessments EPA 540-R-038(PB98-963307) September 1998" or "EPA Guidance on Quality Assurance Project Plans (QA/G-5) (EPA 1998)" and later revisions.

The work plan will also include a health and safety plan and a site-specific sampling plan(s). The Consultant will need to work closely with WFRPC, EPA and/or FDEP to review and revise their work plan in order to secure the required EPA approval in advance of their implementation.

Public Outreach: Develop/compile information in formats useful for education of specific audiences – stakeholders, news media, public officials and property owners – including such things as: common terms, assessment and cleanup processes, working with FDEP in the Voluntary Cleanup Program, remediation options, innovative technologies, costs, etc.

V. SELECTION PROCESS AND SCHEDULE

A. **Selection Process, Criteria and Weight:** A Selection Committee comprised of local officials from the WFRPC seven (7) county region will review and evaluate qualifications submitted. The following selection criteria will be used to evaluate and rank the statements of qualification on a scale of 100 points.

1. Ability and Experience of the Project Team: 50 points

Submissions will be evaluated based on related experience, past record, qualifications and commitment of key personnel and team members and their knowledge of the brownfields redevelopment process in particular. The team must demonstrate an exceptional ability to manage all aspects of the project. Particularly relevant will be the number and availability of qualified individuals on the project team and the teams' amount of experience working on remediation activities in North West Florida.

2. Approach to and Understanding of the Project: 50 points

Submissions will be evaluated based on the Responders' understanding and approach to the WFRPC scope of services and the ability to meet the overall goals of the WFRPC BCRLF Program. Particularly relevant will be the Consultant's experience with community outreach and working with the community stakeholders and local, state, and federal officials. This also includes a maximum of five points that may be obtained if the Consultant has a firm located within the WFRPC seven (7) county region.

If after the application of the above criteria it appears that the Fair Share Goals for Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) set forth in the Agreement between WFRPC and EPA, bearing Assistance ID No. BF-95406508 (the "Grant Agreement") will not be achieved then as required by the Grant Agreement

WFRPC will notify EPA in advance of any race and/or gender conscious action that may be contemplated at that time to achieve closely the Fair Share Goals. If after consultation with EPA WFRPC receives approval of some action to more closely achieve the Fair Share Goals or WFRPC is required by EPA to take such action then WFRPC reserves the right to take such action(s) which could result in a re ranking of the Consultants.

The Selection Committee may take final action to rank all proposals or it may make a recommendation to the WFRPC governing board that would then take final action on ranking of the Consultants. At this time it has not been determined which approach will be used.

After the ranking process is complete, the Selection Committee and/or the WFRPC governing board may conduct interviews with a short list of finalists; however this is not required.

B. Project Schedule: The following is a tentative schedule for this SOQ process.

Release of SOQ	May 12, 2009
Deadline for Submission of Questions	May 26, 2009
Date for responses to questions	June 2, 2009
Deadline for Responses to SOQ	June 9, 2009 4:00 PM CST
Tentative Date for Awarding of Contract	July 2009

VI. OTHER CONSIDERATIONS

A. Subcontracting: The prospective Consultants shall not subcontract, assign, or transfer any of the services sought under this solicitation, with the exception of those subcontractors identified in the prospective Consultant's response, without the prior written consent of the WFRPC.

The selected Consultants will be responsible for the fulfillment of all work elements included in all subcontracts and shall agree to be responsible for payment of all monies due under any subcontract.

B. Number of Copies to be Submitted: Six (6) signed copies and one electronic copy on CD of the response must be submitted for review by the WFRPC. Each copy is to be bound individually. One (1) copy of the response shall bear original signatures. Use of legible reproductions of signed originals is authorized for all other copies of the response.

C. Indemnification: The selected Consultant(s) must agree to indemnify, defend, save and hold harmless the WFRPC, its board members and employees, from all claims, demands, liabilities and suits of any nature (including attorneys fees incurred by the indemnified parties before litigation, in litigation, in trial and appellate proceedings and post judgment proceedings) arising out of, because of, or due to any act, error,

omission or negligence or other wrongdoing of the selected Consultant, its subcontractors, agents or employees.

- D. Insurance: The firm(s) selected under this SOQ shall maintain during the life of the contract, comprehensive General Liability Coverage and Pollution Liability Coverage with limits of not less than \$1,000,000 per occurrence.
- E. Contract: The selected Consultant will be expected to execute a WFRPC contract for professional services.
- F. Lobbying: In the event that a single contract awarded under this SOQ exceeds \$100,000, the Consultant must fully comply with the requirements of Title 40 CFR Part 34, *New Restrictions on Lobbying* and submit required certification and disclosure forms accordingly.
- G. Additional Information: The WFRPC reserves the right to request additional information following its review of the initial submission.
- H. Endorsements/Additional Insurance: The WFRPC requires the following endorsements or additional types of insurance: Professional Liability/Malpractice/Errors or Omissions Insurance. The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.