



# **REQUEST FOR QUALIFICATIONS**

Environmental Consulting Services  
To Support Brownfields Revolving Loan  
Fund Program

**MARCH 2019**

**TREASURE COAST REGIONAL PLANNING COUNCIL  
BROWNFIELDS PROGRAM**

# REQUEST FOR QUALIFICATIONS

## Environmental Consulting Services On A Continuing Contract Basis

### I. INTRODUCTION

#### A. Purpose

The Treasure Coast Regional Planning Council (“TCRPC”) is requesting statements of qualifications from engineering or environmental firms (hereinafter “Respondents” or “Consultants”) registered to do business in Florida to provide environmental site assessment, consultation, clean-up, and related services on a continuing contract basis for TCRPC under its Brownfields Revolving Loan Fund Program (“Program”). The Program, funded by the U.S. Environmental Protection Agency (EPA), is intended to facilitate the redevelopment and revitalization of hazardous substances and/or petroleum-contaminated brownfield sites and areas within older communities, restore abandoned and underused sites to productive community-supported uses, and promote overall economic and environmental enhancement in communities.

Respondents to this Request for Qualifications (RFQ) must be prepared to meet all federal requirements for work funded by an EPA Brownfields 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. All services shall be performed in accordance with the Scope of Services outlined in Section IV and as set forth in the Contract to be negotiated. The items listed in the Scope of Services and Tasks outlined in Section IV are representative of the services and items that may be required of the Consultant, but are not meant to comprise an exclusive list of services and items that may be required of the Consultant.

TCRPC seeks to establish a continuing contract with as many as three (3) qualified environmental engineering firms, in order for it to be able to periodically issue to such firms specific Task Assignments to provide services and other items as may be required by TCRPC in connection with its Brownfields Program.

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

## **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.

## **C. Type of Contract Contemplated**

It is anticipated that the contract will be a continuing contract and will be a task assignment type contract. No task assignments will be issued until **after** a continuing contract has been executed between TCRPC and the Consultant. The Consultant will not be authorized to perform any work or be entitled to any compensation unless TCRPC has issued, and the Consultant and TCRPC have signed, a specific task assignment indicating the work to be performed and the compensation to be paid ("Task Assignment"). 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, TCRPC reserves the right to award another Task Assignment type if such will be most advantageous to TCRPC, considering both price and other factors. The selected Consultant(s) is/are not authorized to perform any services which exceed the authorized funding amount specified in a Task Assignment.

A copy of the proposed contract containing all requirements will be provided to the Consultant at the time of contract negotiation with the Consultant. TCRPC also reserves the right to revise any proposed contract in connection with negotiations with specific Consultants and to revise any executed contract with any Consultant at any time to include additional terms and conditions as may be required by the U.S. EPA or any other grant funding agency pursuant to grants awarded to TCRPC from time to time.

## **D. Negotiation of Contract**

The TCRPC expects to execute the contract as soon as possible after the deadline date for submittal of statements of qualifications set forth below. The TCRPC will follow to the extent applicable the provisions of the Consultants' Competitive Negotiations Act, Sec. 287.055, *Florida Statutes*. TCRPC reserves the right to reject all submittals, and/or completely terminate all negotiations in regard to the TCRPC Brownfields 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 RFQ must be received in the offices of the Treasure Coast Regional Planning Council **no later than 4:00 PM, April 4, 2019**. Responses received after that date and time will not be accepted.

2. **Submittal Requirements:** Respondents to this RFQ are required to furnish **one (1) signed original and five (5) copies** of their qualification statements to the TCRPC offices with the following:
  - I. Clearly articulated Letter of Interest – two page limit.
  - II. 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 sub-consultant or subcontractor this shall be clearly indicated in the submittal of this RFQ.
  - III. Resumes of key individuals assigned. Provide a maximum of three (3) resumes for the personnel assigned as liaisons to TCRPC. Each resume shall not exceed two pages in length.
  - IV. 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.
  - V. Provide the location of the firm's offices.
  - VI. Provide evidence of past or current experience in public outreach efforts (PowerPoint slides, pamphlets, project summaries, etc.).
  - VII. Provide information and documentation as to whether the firm or any proposed sub-consultant or sub-contractor is a Minority Business Enterprise, Women's Business Enterprise, small business, 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.

Submittals should be organized and bound in the same order that the information is requested in this RFQ. 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.

## **F. Correspondence**

All responses to this RFQ are to be submitted to:

Stephanie Heidt, AICP  
Economic Development and  
Intergovernmental Programs Director  
Treasure Coast Regional Planning Council  
421 SW Camden Avenue  
Stuart, Florida 34994  
Phone: (772) 221-4060  
Cell: (772) 475-3863  
Email: sheidt@tcrpc.org

**Email should be used to submit questions only. Delivery of RFQ packets may be delivered by: hand delivery, U.S. Mail, or overnight delivery service; however, TCRPC shall not be responsible for delays in delivery by any delivery service or**

postal service. Responses will not be accepted by facsimile or e-mail. Packets should be marked “Request for Qualifications – Brownfields Program.”

## **II. TERMS AND CONDITIONS**

### **A. Number of Awards**

TCRPC, at its sole discretion, may make one total award for the work contemplated in this RFQ, or award up to three (3) contracts as the TCRPC deems appropriate.

### **B. Contingencies**

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

### **C. Modifications to the RFQ**

TCRPC reserves the right to issue addenda to this RFQ to make amendments to its provisions, or change the timelines related to this RFQ. Any addenda will be posted to the TCRPC web site on or before **March 16, 2019**. All Respondents will be bound by all such addenda that have been posted to TCRPC’s web site on or before such date.

### **D. Materials Submitted Will Not be Returned to Consultant**

All material submitted by Respondents to this RFQ will be retained by and become property of TCRPC and will not be returned to the Consultant.

### **E. Questions and Responses**

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

## **III. OVERVIEW**

The Brownfields Program is implemented through an EPA-funded revolving loan fund and is designed to serve as a catalyst for cleanup of contaminated sites in the Treasure Coast Region’s redevelopment areas in Palm Beach, Martin, St. Lucie and Indian River counties. The Program accomplishes this by providing below market rate loans and subgrants with flexible terms to help public and private sector developers revitalize these properties and

protect the environment and public health. The Revolving Loan Fund Program provides financing for environmental cleanup activities, limited assessment activities, and cleanup planning.

The overall project goal of the Program is to enhance redevelopment and revitalization efforts and outcomes in targeted redevelopment areas, which include Brownfields redevelopment sites within the Treasure Coast Region. TCRPC's Brownfields Program is intended to help address funding and information gaps in the development of brownfields and help bring these properties back into productive reuse.

TCRPC's focus for the use of its EPA revolving loan fund is to work closely with public and/or private sector developers interested in redevelopment opportunities afforded by hazardous substances and/or petroleum contaminated sites in the Region, preferably those that have a **high degree of market potential for redevelopment**. Contamination notwithstanding, these brownfield sites have been recognized by local leaders as prime opportunities for redevelopment based upon their location, potential target market, and return on investment potential.

#### **IV. SCOPE OF SERVICES AND OWNERSHIP OF WORK PRODUCT**

- A. General: The Consultant shall serve as TCRPC's professional engineering or environmental representative for a project or projects and will be tasked to perform various environmental services referred to in this RFQ and as may be required by TCRPC in connection with its Brownfields Program, such as Phase I and Phase II Environmental Site Assessments, areawide planning for cleanup and re-use of Brownfields sites, and site remediation. Eligible activities are defined in TCRPC's closeout agreement with the U.S. EPA under FY17 RLF Terms and Conditions, July 11, 2017 (available upon request).
- 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 unless otherwise set forth in a Task Assignment; 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 TCRPC; and ensuring compliance with all additional environmental regulations.

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

- D. Deliverables and Ownership: All deliverables shall be submitted to TCRPC in electronic and/or hardcopy formats, as defined in the Task Assignment. All

deliverables will, upon submittal to TCRPC, become the property of TCRPC and thereafter shall be owned by TCRPC.

## V. SELECTION PROCESS AND SCHEDULE

- A. **Selection Process, Criteria and Weight:** A Selection Committee constituted by the TCRPC 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:** **55 points**  
Submissions will be evaluated based on related experience, past record, qualifications 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.
  
2. **Approach to and Understanding of the Project:** **45 points**  
Submissions will be evaluated based on the Responders' understanding and approach to providing the services and other items to TCRPC that are set forth in this RFQ and Responders' ability to meet the overall goals and time requirements of the TCRPC Brownfields Program. Particularly relevant will be the Team's approach to provision of community outreach activities.

The Selection Committee will take action to rank all proposals. After the initial ranking process is complete, the Selection Committee may conduct interviews with a short list of finalists, and/or request additional information, to determine a final ranking.

- B. **Project Schedule:** The following is a tentative schedule for this RFQ process.

Release of RFQ	<b>March 6, 2019</b>
Deadline for Submission of Questions	<b>March 14, 2019</b>
Date for posting responses to questions	<b>March 16, 2019</b>
Deadline for Responses to RFQ	<b>April 4, 2019</b>
Tentative Date for Awarding of Contract	<b>April 29, 2019</b>

## VI. OTHER CONSIDERATIONS

- A. **Subcontracting:** Consultant shall not assign, sublet or transfer any obligations, rights or interests (including without limitation, moneys that may become due or moneys that are due) under any contract with TCRPC, without the prior written consent of TCRPC which TCRPC may grant or withhold consent in its sole and absolute discretion. Unless specifically stated to the contrary in any written consent to an assignment, sublet or transfer, no assignment, sublet or transfer will release or discharge the assignor or transferor from any duty or responsibility under its contract with TCRPC. It is also contemplated that the continuing contract will also have additional provisions restricting Consultant's ability to assign, sublet or transfer, regarding Task Assignments.

- B. Indemnification and Hold Harmless: It is contemplated that in the contract to be executed with the Consultant, the Consultant shall agree to indemnify, defend, save and hold harmless the Treasure Coast Regional Planning Council, its board members and employees, from all claims, damages, demands, liabilities and suits of any nature (and including but not limited to reasonable attorney's fees incurred by the indemnified parties before litigation, in litigation, in trial and appellate proceedings and post judgment proceedings in arbitration, bankruptcy and other administrative and judicial proceedings and whether suit be brought or not) arising out of, because of, or due, to the extent caused by, any negligent act, error, omission, default under the contract with TCRPC, or negligence or other wrongdoing or other wrongful conduct, of the Consultant, its subcontractors, agents or employees. The specific indemnification shall be set forth in the contract with TCRPC and may differ from the foregoing.
- C. Insurance: The Consultants selected under this RFQ shall continuously maintain at their expense during the life of any contract with TCRPC: Comprehensive General Liability insurance, Workers' Compensation/Employer's Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance, Environmental Impairment (Pollution) Insurance, and other insurance as may be required by TCRPC. Such insurance shall be maintained with such companies, with such coverages (including various required endorsements), and such amounts and subject to such other terms and conditions as shall be set forth in the continuing contract between TCRPC and the Consultant.
- D. Contract: The selected Consultant will be expected to execute a Contract with TCRPC for professional services and other items, in such form as may be required by TCRPC.
- E. Lobbying: In the event that a single contract awarded under this RFQ 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.
- F. Non-Discrimination: Selected Consultants and TCRPC agree that no person shall, on the grounds of race, color, creed, religion, sex, national origin, political affiliation, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefit of, or be subject to, an form of discrimination under any activity carried out by the performance of duties under Council's Brownfields program.