

**Coquille Indian Tribe/
Coquille Economic Development
Corporation
(CEDCO)**

Planning and Development Department

**Grant Writing & Technical
Assistance for U.S. EPA
Brownfield Grant**

**CLOSING DATE: SEPTEMBER 17, 2018 AT 4:00 PM
(LOCAL TIME)**

REQUEST FOR PROPOSALS (RFP)
Planning and Development
Department

Grant Writing & Technical Assistance for U.S. EPA Brownfield Grant

INTRODUCTION

The Coquille Economic Development Department, hereinafter referred to as “CEDCO”, is seeking proposals for a qualified environmental consulting firm to provide grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant for 2019.

Proposals will be received until, but **not after 4:00 p.m. (local time), September 17, 2018**. One signed original and three (3) copies of each proposal shall be sealed in an envelope or other delivery container, addressed to:

Eric Day, CEDCO,
3201 Tremont Ave., North Bend, Oregon 97459

Please write on the outside of the envelope/delivery container the name of the firm and the words **“Grant Writing & Technical Assistance for U.S. EPA Brownfield Grant”** Please identify the original proposal copy with the printed words “Original Copy.” The original proposal shall bear an original signature of a representative of the proposer who is authorized to bind the proposer in contractual matters. **Electronic proposals will be not accepted.**

Proposers mailing proposals shall allow normal mail delivery time to ensure timely receipt of their proposals. Any proposal received after the scheduled closing time for receipt of proposals will not be considered and will be returned to the proposer. It is the responsibility of the party submitting a RFP response to ensure that their proposal is received at the designated location on or before the deadline.

Proposals received after the time and date set for the RFP closing will not be accepted for any reason. Proposals delivered to an office other than the office indicated in this RFP will not be accepted. It is the sole responsibility of the party submitting their RFP response to ensure the response is received at the designated location on or before the deadline.

Proposals received will be held confidential until a recommendation for award has been approved by the CEDCO. Thereafter, all Proposals will be available for inspection by those submitting a request. CEDCO will be the sole judge in determining award of Agreement and reserves the right to reject all Proposals.

Questions regarding CEDCO’s RFP process may be addressed to:

Eric Day
Executive Director of Planning and Development
(541.756.0662)/ericday@cedco.net

FIRST DATE OF SOLICITATION: **August 17, 2018**
REQUEST FOR PROPOSAL CLOSING: **September 17, 2018, 4:00 pm (Local Time)**

**Planning and Development Department
Grant Writing & Technical Assistance for
U.S. EPA Brownfield Grant**

SECTION 1: BACKGROUND

The Coquille Economic Development Corporation (CEDCO) was formed as a Tribally Chartered Corporation. CEDCO is managed by a seven-member Board of Directors appointed by the Tribal Council with the purpose of providing economic development support to the Coquille Indian Tribe.

CEDCO, through this Request for Proposal (RFP), is seeking a qualified environmental consulting firm to provide grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition for 2019.

The intent of this RFP is to comply with local and U.S. EPA federal procurement requirements specified in 40 CFR 31.36. CEDCO is seeking qualified firms to assist with securing and subsequent implementation of this and possible future related brownfields grants.

The objectives of CEDCO may expand at a later date to include actual clean-up of individual sites targeted for assessment, depending on the future availability of funding. The successful consultant may bring experience and insight to a partnership with CEDCO to refine and implement these grants and explore other grants and brownfields initiatives if funds become available. If EPA Brownfields Assessment grant funds are awarded they will be used as an economic development tool to encourage site redevelopment/re-use, including of public spaces.

SECTION 2: SCOPE OF REQUESTED SERVICES

Key Tasks

This RFP is to solicit for a qualified consultant who is expected to provide a wide range of services to CEDCO. The successful consultant is expected to perform many tasks including, but not limited to, the following:

- In coordination with CEDCO, take the lead in preparing the grant application for the U.S. EPA Brownfields Grant Competition for Federal Fiscal Year 2019.
- Compile any associated demographic data to bolster the grant application.
- Assist CEDCO with solicitation of letters of support.
- Facilitate community outreach activities as needed to enhance the grant application.
- Coordinate any necessary activities with the U.S. EPA staff for U.S. EPA grant(s).
- Conduct and oversee site assessment studies and prepare appropriate technical reports required by the U.S. EPA and/or Oregon Department of Environmental Quality (DEQ) in print and electronic format.
- Conduct field investigations including sample collection and lab analysis.
- Evaluate cleanup options; complete associated risk assessment analysis and cost estimates.

- Prepare a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.
- Deliver to CEDCO completed Phase I and Phase II Environmental Site Assessment (ESA) reports, site investigation reports, remedial action options reports, remedial action plans and other environmental reports or plans required under the current EPA and DEQ programs governing site investigations and remediation.
- Project management, implementation, and/or technical oversight.
- Professional advice regarding environmental issues associated with land re-use/redevelopment.
- Provide regulatory and financial information as needed, in support of the EPA grant.
- Attend meetings of CEDCO and the CEDCO Board as requested.
- Prepare presentations to provide information about the grant and/or individual project progress as requested.
- Assist CEDCO is master planning the site for redevelopment.
- Develop preliminary budget, financing options and implementation plan for assessments and cleanup/re-use.
- Complete containment characterization and risk assessments as determined necessary following Phase II activities (as funds allow).
- Take the lead with preparation of quarterly reports to the U.S. EPA.

The successful consultant, under the direction of CEDCO, will:

- 1) Prepare an application for up to \$350,000 in U.S. EPA Site Specific Brownfield Community Assessment funding to assess sites contaminated with hazardous substances and petroleum. The successful consultant may also be contracted to assist with related federal, state, or local funding applications, if deemed necessary by CEDCO, including for environmental remediation funding.
- 2) Implement the successful grant application by conducting appropriate activities listed in the EPA Grant Guidelines in consultation with CEDCO, U.S. EPA Region Project Manager, and appropriate Regional Oregon DEQ Project Managers.

SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

Organization of the Proposal

Proposers must organize and present their proposal materials in the same order as presented below. The proposal shall include, as a minimum, the following items:

Business Organization

This section shall include the firm's name, areas of expertise, and a brief history of the firm, size, office locations, and business addresses. The name, address, and telephone number of a contract person and/or prospective project manager regarding the proposal shall be included. If subcontractors are being utilized, similar information should be included for all subcontracted firms as well as information on the form of teaming agreements and prior

experience the firms have working together on similar projects, including project references.

Management Outline

A description of the project and how the consulting firm will manage the grant preparation and implementation of the U.S. EPA Community Brownfields Assessment Grant and any future related brownfield grants. This section shall include the applicant's approach to planning, organization, and management, including coordination with CEDCO, community stakeholders, sub-consultants, and other key groups. Each consulting firm shall provide a list of proposed key personnel and their current office location.

Experience and Capabilities

The relevant management, technical experience and capabilities of the consulting firm shall be defined with respect to the following activities:

- A. Project Experience:
 - Conducting Phase I and Phase II ESAs.
 - Conducting environmental investigations and cleanups at sites impacted by petroleum and other hazardous materials.
 - Project management experience involving multiple parties (including public-private).
 - Conducting environmental investigations and cleanups under a government reimbursement and/or equivalent grant funded programs.
 - Designing and implementing outreach to support an EPA Brownfields Assessment Grant or similar; communicating technical information in a clear/concise method in verbal, written, and electronic (graphical) formats.
 - Redevelopment planning and market research activities related to brownfields properties and site re-use.
 - Other areas of expertise relevant or unique experience related to U.S. EPA grant implementation.

- B. Grant Experience and Success:
 - U.S. EPA grant application preparation experience and success, including the role of your firm and the individuals involved (key personnel).
 - Other grant writing, research, and data collection experience, including collection and interpretation of demographic, health and environmental data.

- C. Regulatory and Scientific/Technical Knowledge:
 - Knowledge and expertise pertaining to federal environmental statutes or associated regulations.
 - Knowledge and expertise pertaining to State environmental and pertinent statutes, laws, and regulations.
 - Knowledge and expertise pertaining to OSHA and other health and safety rules or requirements.
 - Knowledge and experience pertaining to site redevelopment services

(planning, surveying, and engineering).

- Individual staff knowledge and technical experience relative to ESAs, brownfield projects and contaminated site remediation.

D. Internal Staff Qualifications and Experience:

- Internal staff assigned to the project should include at a minimum; a state licensed Professional Geologist (PG) or Professional Engineer (PE) as project manager with at least fifteen (15) years of experience effectively managing large and challenging brownfield projects and another staff person with equivalent experience as their replacement should it be needed during the term of the agreement, an AICP certified Planner with specific redevelopment planning experience, and other support and field staff typically used on site assessment projects.
- Summarize qualifications to provide these services to CEDCO. For any sub consultants involved, clearly define their roles and qualifications.

Cost

For the purposes of this proposal the consultant should provide a cost breakdown to 1) Prepare the U.S. EPA grant applications, and 2) Provide assistance and implement grant activities for the successfully awarded grants.

- A current fee schedule for positions likely assigned to the project, all relevant equipment costs, and any sub-contractors' mark ups.
- For implementation of any successful grants it is assumed that the work will be specified and completed in accordance within the budget developed as part of the grant and subsequent work plan as approved by CEDCO and the EPA.

References

Consultants are to include a list of THREE (3) municipalities or organizations to be used as references. These references should be current clients utilizing services similar to those requested. CEDCO may make such investigation as is necessary to determine the ability of the Contractor to fulfill service requirements. All representative project descriptions provided shall include the location of the project, the name and phone number of a knowledgeable contact person, and other pertinent information. Evaluations will be made on quality of work, ability to meet project deadlines, and timely submissions of reports.

The selected consultant will be required to assume responsibility for all services offered in the proposal, including any services provided by subcontractors. Further, CEDCO will consider the consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges to the subcontractors resulting from the contract. The consultant is responsible for adherence by the subcontractors to all provisions of the contract. If the Consultant is using subcontractors, previous projects on which the two firms had worked together should be noted.

SECTION 4 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

4.1 Evaluation Criteria

CEDCO reserves the right to award contracts based on initial proposal submittals or, at the sole discretion of CEDCO, to conduct interviews with any or all of the Proposers. CEDCO reserves the right to use any information that it is aware of, independent of the submitted proposals, in determining consideration of contract award. CEDCO will not pay for any costs incurred by Proposer in responding to this RFP to include costs to the Proposer to conduct interviews and presentations.

The evaluation criteria to be used for this RFP are summarized below:

Evaluation Criteria	Maximum Points
Business Organization <ul style="list-style-type: none">• Firm Experience• Teaming Agreements and Experience	20
Management Outline <ul style="list-style-type: none">• Approach to Grant Writing, Implementation & Reporting• Overall Project Approach, to include work with City, Community and Sub Consultants• Key Personnel	50
Experience and Capabilities <ul style="list-style-type: none">• Project Experience• Grant Experience and Success• Regulatory and Scientific/Technical Knowledge• Internal Staff Qualifications and Experience	50
Cost Proposal	60
References	20
Total Maximum Points Possible	200

4.2 Selection Process

A RFP Selection Committee will be appointed by CEDCO to evaluate and rank all qualifying proposals received by the closing date. Interviews/oral presentations may be conducted with the top ranked proposers. Those proposers selected for interviews/oral presentations will be notified by CEDCO. CEDCO will negotiate a final agreement with the proposer with the combined highest ranking. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur.

The successful Proposer will be required to complete an Agreement in the form of a Personal Services Agreement which will incorporate this RFP and Proposer's response as a part of the Agreement.

SECTION 5: INFORMATION AND INSTRUCTIONS TO PROPOSERS

This section contains administrative and procedural information and instructions for preparation and submittal of the proposal.

5.1 Anticipated Schedule

August 17, 2018.....Begin RFP Solicitation
September 17, 2018 at 4:00 PM.....RFP Closing Date
September 28, 2018.....Award Agreement
October 1, 2018.....Notice to Proceed

5.2 Qualification Requirements

Each Proposer shall respond to the proposal requirements as presented in **Section 3, Proposal Submittal Requirements**, of this RFP. Proposals received without the required information may be rejected as being non-responsive. CEDCO shall have the right to disqualify any proposal as a result of the information gathered in its research.

5.3 Pre-Proposal Interpretation of Contract Documents and Requested Changes

Technical questions relating to the requirement and scope of services of this RFP and/or the RFP process should be directed to Eric Day, using the contact information above.

5.4 Response Date

In order to be considered for selection, proposals must arrive at the Contracts and Procurement Office in the manner and on or before the date and time specified in this RFP. Proposers mailing responses shall allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or addressed to an office other than that of the Contracts and Procurement Office, will not be considered and will be returned to the Proposer(s) unopened. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer(s). Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

5.5 Withdrawal of Proposal

Proposer(s) may withdraw their proposal, by written notice submitted on the Proposer's letterhead and signed by the Proposer's authorized representative

5.6 Rights of City to Award or Reject Proposals

This RFP does not commit CEDCO to award or enter into an Agreement. Under no circumstances will CEDCO pay the costs incurred in the preparation of a response to this RFP. CEDCO reserves the right to:

- Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- Negotiate with any Proposer(s).
- Accept a proposal and subsequent offers for Agreement from other than the lowest cost proposed.

- Waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer(s).
- In determining the most responsive proposer, take into consideration any or all information supplied by the proposer in the proposal and CEDCO's investigation into the experience of the Proposer. In addition, CEDCO may accept or reject proposals based on minor variations from the stated scope of services and when such action is deemed to be in CEDCO's best interest.
- Negotiate a final scope and price with the selected proposer that may differ in some respects from this RFP.
- To seek clarifications of each proposal.
- If proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposal as may be required.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of CEDCO.
- To negotiate a final Agreement that is in the best interest of CEDCO.

5.7 Economy of Proposal Preparation

Proposals should be prepared simply and economically, by providing a straightforward, concise description of the Proposer's capabilities related to specified elements units or services. Proposals should not include any information not specifically identified or specified as a required response.

5.8 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in an Agreement may result in cancellation of the award.

5.9 Incurred Costs

Neither CEDCO, nor its officers, agents, or employees are liable for any cost incurred by Proposer(s) prior to issuance of an agreement, or purchase order. All prospective Proposer(s) who respond to this RFP do so solely at the Proposer's cost and expense.

5.10 Accept or Reject Proposals

CEDCO reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to CEDCO if CEDCO determines it is in their interest to do so.

5.11 Additional Information

CEDCO reserves the right to request additional information following their initial review of the proposal documents that CEDCO deems reasonably necessary to evaluate, rank, and select the most qualified Proposer(s). CEDCO staff may conduct a review and verification of confidential information with staff and consultants.

5.12 Right to Modify Process

CEDCO reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion.

SECTION 6: AGREEMENT TERMS AND REQUIREMENTS

6.1 Forfeiture of the Agreement

This Agreement may be canceled at the election of CEDCO at any time for any willful failure or refusal by the successful Proposer to perform according to the terms of an Agreement as herein provided.

6.2 Non-Assignment

If an Agreement is awarded, it shall not be assigned, nor duties be delegated, in part or in total without consent of CEDCO. Reasonable requests for assignment of the Agreements may be granted based on the sole determination of CEDCO.

6.3 Liability Insurance

Successful Proposer shall obtain and maintain during the term of this Agreement, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) for each occurrence for Bodily Injury and Property Damage.

The insurance required shall include the following coverages:

- Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage;
- Automobile Liability.

Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:

- Name as additional insured "CEDCO, its officers, agents and employees";
- Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
- Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
- Successful Proposer shall immediately notify CEDCO of any change in insurance coverage;
- Successful Proposer shall supply an endorsement naming CEDCO, its officers, employees and agents as additional insureds within sixty (60) days of the Effective Date of the Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by CEDCO.

6.4 Errors and Omissions

Successful Proposer shall carry Errors and Omissions (professional liability) insurance coverage with combined single limits of not less than \$2,000,000 (two million dollars). Successful Proposer shall furnish evidence of such coverage through a certificate of insurance in a form acceptable to CEDCO.

6.5 Laws of the State of Oregon

By submitting a proposal in response to this RFP, Proposer(s) agree that, any terms and conditions stated within any agreement that is awarded as a result of this solicitation shall also include the following laws of the State of Oregon are hereby incorporated by reference into the

Agreement: ORS 279B.220, 279B.230 and 279B.235.

Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

Any Work delivered to CEDCO under this Agreement shall be provided to CEDCO free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

6.8 Agreement Term

The Agreement shall commence on October 1, 2018 and continue until October 1, 2020, and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the Agreement term.

6.9 Renewal

If CEDCO determines that it is in CEDCO's best interest, CEDCO may elect to extend the Agreement for four (4) additional one (1) year periods.

6.10 Termination for Lack of Appropriations

CEDCO may terminate all or portions of the Agreement for lack of funds, if the successful Proposer is notified by certified mail thirty (30) calendar days in advance.

6.11 Type of Agreement

This is a non-exclusive Agreement; with renewal provisions. (See Subsection 6.9)