



**City of Newark**  
Department of Development  
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**JEFF HALL**  
*Mayor*

**MARK MAUTER**  
*DOD Director*

**Tuesday, October 23, 2012**

**CITY OF NEWARK, OHIO - REQUEST FOR QUALIFICATIONS**  
*for a Consulting Firm with a VAP Certified Professional on staff*

**BACKGROUND**

The City of Newark (the City) is soliciting qualified firms to provide professional services under Attachment A: U.S. Environmental Protection Agency (USEPA) Brownfields Assessment Cooperative Agreement (the Agreement) and Attachment B: Work Plan for the CERCLA Authority (the Work Plan). The project period is three years from October 1, 2012 to September 30, 2015. **Statement of Qualifications (SOQs) are due 4:00 p.m. on Friday, November 9, 2012.** Disadvantaged Business Enterprises (DBEs) are encouraged to respond to this solicitation.

Project Name: USEPA Brownfields Grant Management and Brownfields Redevelopment Consulting Services

**OBJECTIVE**

The objective of this Request for Proposals (RFQ) is to help the City select an environmental consulting firm to conduct assessment activities funded by the Agreement. The selected firm will be required to work closely with the City to meet project objectives. The Agreement includes an award of \$200,000 to be used to inventory, prioritize, characterize, assess, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfields sites under the guidance of the Work Plan and Attachment C: City of Newark Application/Proposal (the Application). The selected consulting firm must have a Voluntary Action Program (VAP) Certified Professional (CP) on staff who has demonstrated success with projects of similar scope and size.

**ASSESSMENT ACTIVITIES & SCOPE OF WORK**

The required assessment activities are detailed in the Work Plan and the Application and must be conducted as directed in the Agreement. The project will include inventory and prioritization of brownfields sites; assessment activities at various locations throughout Newark; collaboration with property owners, the public, and city officials; and development of cleanup and

redevelopment plans all as necessary to achieve the goals and objectives indicated in the Work Plan and the Application. As required, the scope of work will include submittal of any associated reports to the USEPA, the Ohio Environmental Protection Agency (OEPA), and the Ohio Development Services Agency (ODSA). If requested by the City, the retained firm also will be expected to support the City in acquiring and managing additional USEPA Grants of all types; acquiring and managing other federal, state and local brownfields redevelopment financing and incentives; and providing general support for the City's brownfields redevelopment program. The selected firm will coordinate with the City, USEPA, OEPA, ODSA, and other stakeholders as deemed necessary to the project's success.

## **STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Please submit an SOQ that adheres to the following format:

### **I. Firm Identification and Background Information**

- Firm's name, email address, postal address, contact name, telephone and fax numbers
- Federal I.D. number
- DUNS number
- Ohio Secretary of State Charter/Registration number
- Ohio Certificate of Authorization number, if applicable
- Firm's DBE or non-DBE status
- Listing of subcontractors, DBE or non-DBE status, and percent of contract to be completed by each
- A brief history of the firm
- Company brochures/promotional materials will not be accepted

### **II. Qualifications and Experience of the Firm**

- Provide an overview of the firm's general capabilities/capacities
- Document experience with the Ohio VAP
- Document experience with USEPA Cooperative Agreements
- Describe experience on projects funded by state or federal grants
- Demonstrate experience working on projects of similar size or scope

### **III. Project Team**

- Identify the CP who will be assigned to this project
- Identify additional professionals who will be assigned to the project
- Identify the location of the home office for each identified professional

- Provide a breakdown of the work to be performed by each individual as a percentage of the entire project
- 1-page resumes of project personnel; except for CP resumes which can be longer than 1 page
- Indicate in writing whether or not your company's rate schedule is consistent with the contractual budget summary in the Work Plan.

#### **IV. Fees**

- Representative cost and schedule estimates for performing the project tasks described above
- Fee schedule(s) for services provided to the City during the project

#### **V. Schedule**

Respondents shall submit an implementation schedule of the proposed work to complete activities as specified in the approved Work Plan. The schedule shall be in the form of a bar chart that includes primary tasks & their graphical duration. All critical tasks shall be indicated as milestones.

#### **VI. References**

Provide three references of clients for projects that reflect a similar scope and complexity to this project. Provide the name, telephone number, and e-mail address of a contact for each client and a brief description of the services provided.

*Note: SOQs that do not meet all criteria listed above may be disqualified.*

#### **ECONOMY OF PREPARATION**

Each response to this RFQ should be prepared simply and economically providing a straightforward concise description of the respondent's ability to meet the requirements of the RFQ. Decorative bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of the content.

#### **INDEPENDENT PRICE DETERMINATION**

Each submission shall include a signature page that includes the following certifications:

- A. By submission of these Qualifications and Fee Schedule, the Respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this submission:

1. The fees in the proposal have been arrived at independently, without consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and
  2. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the Respondent, and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent, or to any competitor; and
  3. No attempt has been made or will be made by the Respondent to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. The undersigned certifies that they are authorized by the Respondent's organization to decide as to the services and fees being offered in this submission, and that they have not participated and will not participate in any action contrary to "A-1, 2 and 3" above .

#### **DISCLOSURE OF PROPOSAL CONTENTS**

All responses to this RFQ become the property of the City and shall be subject to disclosure under the Freedom of Information Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City of Newark or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection with the submission of such information, the City of Newark shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Newark's right to use information contained herein if obtained from another source."

#### **SCORING CRITERIA AND AWARD**

A service provider (firm) will be selected using a Qualifications-Based Selection process in accordance with the requirements of 40 CFR 31.36. Submitted SOQ packages will be judged related to the Scoring Scale. Respondents will be awarded points ranging from zero to the maximum score per category. Respondents should provide documentation addressing elements of the Scoring Scale as it relates their SOQ.

If a Contract is awarded by the City, it will be awarded to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the City based on the City's

review of the Respondent's ability to provide the required services. This contract will require completion of the work pursuant to these documents.

<b>SCORING SCALE</b>	<u>Maximum Points</u>
Complete SOQ requirements	10
Firm background, brownfield experience/capability	20
Demonstrated experience with USEPA Cooperative Agreements	20
Experience with similar projects and prior performance	20
Project team credentials	15
Demonstrated understanding of the scope of services	10
Reasonableness and competitiveness of proposal	5

Total Points Possible = 100

## **SUBMISSION AND QUESTIONS DEADLINES**

Applicants **must** submit one (1) electronic copy and five (5) paper copy of their SOQ no later than **4:00 pm on Friday, November 9, 2012** to both of the following:

1. [smoynihan@newarkohio.net](mailto:smoynihan@newarkohio.net)
2. **City of Newark Development Department**  
Attn: Stuart Moynihan, Economic Development Coordinator  
40 West Main Street, Suite 407  
Newark, Ohio 43055

Questions about submissions can be directed to the above contact by email only. Questions must be submitted by 4:00 pm Wednesday, November 7, 2012. Disclosing any questions received by the City to all respondents will be at the sole discretion of the City.

## **FEES**

After a successful environmental consulting firm is chosen, the City will negotiate a contract for the required remediation activities. The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract. Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

## **TYPE OF CONTRACT**

It is proposed that an indefinite quantity, cost reimbursement contract will be entered into as a result of this RFQ. The contract will have a fee structure based on the fee schedule proposed by the selected firm. Only work performed on tasks for which the scope of work and specified maximum, not to be exceeded, cost have been approved by the City will be compensated. At the sole discretion of the City, the total contract value may be limited to the amount of funds available under the current USEPA Grant(s) and future brownfields redevelopment funding

sources. Negotiations may be undertaken with those Respondents whose qualifications and proposal as to price and other factors show them to be qualified, responsible and capable of performing the work.

The contract with the selected firm will require compliance with all Federal USEPA laws, rules, and regulations listed in the City's USEPA grant, including but not limited to, 40 CFR Part 33.

### **CONTRACT DURATION**

This contract will be for a period of three (3) years which shall coincide with the Project Period of the Agreement. The contract may be extended if mutually agreed by the City and the selected firm.

### **INSURANCE**

The selected firm will be responsible for providing certificates of insurance to the City which prove the firm has not less than \$1,000,000 coverage for COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE and proof of WORKER'S COMPENSATION INSURANCE and EMPLOYER'S LIABILITY INSURANCE. The Comprehensive General Liability and Property Damage certificate shall name the City of Newark, its officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation. The Limit for the Workers' Compensation Insurance and Employer's Liability Insurance shall be the Statutory Limits of Ohio. Proof of the insurances stipulated above shall be provided to the City within ten (10) working days of a firm receiving notice from the City of the intent to enter into a contract. The acceptance of any such certificate by the City shall in no way relieve the selected firm of obligations to provide and to cause its subconsultants and subcontractors to provide the insurance herein referenced.

The selected firm and all subconsultants and subcontractors shall, at their own expense, obtain and maintain AUTOMOBILE LIABILITY insurance such that it will protect against liability imposed by law for loss or damage, including personal injuries and death arising from the ownership, use or operation of any motor vehicle as specified below:

1. Coverage that complies with the requirements of Ohio Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The firm shall also provide proof of PROFESSIONAL LIABILITY INSURANCE which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the firm shall maintain such during the life of the contract. Professional Liability Coverage shall be provided in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

If the selected firm neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the City may, at its option, terminate its contract with the Respondent or procure such insurance and adjust the contract price downward by the reasonable amount of premiums paid or to be paid.

Notwithstanding anything appearing to the contrary in the Contract Documents, in the event any damages are incurred by the Parties during the work pertaining to this request, the City and the selected firm agree to initially proceed against such insurance to the extent that it is available and results in payment of such damages and to waive their respective rights of subrogation against each other to the extent valid insurance covers the damages incurred; provided, however, that if any such damages are not insured and/or do not result in payment of such damages, the same shall not affect the liabilities of the Parties as otherwise provided in the Contract.

### **COMPLIANCE WITH 40 CFR PART 33**

The City encourages qualified DBEs, i.e. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), to respond to this RFQ. The City also encourages RFQ respondents to identify and include qualified DBE subcontractors in their response.

The Respondent shall clearly identify their status as a DBE or non-DBE in their response. If the Respondent is claiming DBE status, the Respondent shall submit a valid certification as part of the response.

If the Respondent solicits subcontractors for work as part of the response, the solicitation must comply with the requirements of 40 CFR Part 33.

### **CITY RIGHTS**

During the solicitation process, the City reserves the following rights:

- to reject any & all proposals, and to postpone, re-solicit, or cancel the selection process
- to waive irregularities or informalities in procedures related to the RFQ

- to make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses
- to select an alternate firm should an agreement not be reached with the initially selected firm for any reason
- to reject additional information from any respondent
- to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the City
- to waive liability for reimbursement of any costs incurred by respondents to the RFQ

### **OTHER TERMS, CONDITIONS AND EXCEPTIONS**

Some or all of the work performed under this USEPA Assessment Grant will be subject to federal contractual and cross-cutting provisions. The City hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act, DBE utilization, etc.).

By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

### **AUTHORIZATION**

*Resolution No. 10-75 authorizes and directs the City of Newark Development Director and Director of Public Service to negotiate and enter into contract, subject to the appropriation of funds, for professional engineering services in connection with remediation activities for 1367 East Main Street. Pursuant to Article 10.02(D) of the Charter of the City of Newark, this contract for professional services does not require competitive bidding (price-based).*

### **REFERENCE MATERIALS ([available on website](#))**

- Attachment A: U.S. Environmental Protection Agency Brownfields Assessment Cooperative Agreement
- Attachment B: Work Plan for the CERCLA Authority
- Attachment C: City of Newark Application/Proposal