

REQUEST FOR PROPOSALS

EPA Brownfields Program Grants/Grant Management Region 1 Planning Council

Introduction

Region 1 Planning Council (R1) is a special-purpose, regional government agency providing cross-jurisdictional, government-to-government collaborative planning across Northern Illinois. R1 is a state-designated, three-county regional planning district whose mission is to serve the economic development, planning and grant development needs of Boone, McHenry, and Winnebago counties.

R1 received an award in May, 2023 from the United States Environmental Protection Agency (“USEPA”) for a Brownfields Coalition Assessment Grant to assess priority sites in Targeted Areas and other sites in Winnebago and Boone counties. This Request for Proposal (“RFP”) will result in the selection of a consultant or consultant team to support this grant-funded project. The resulting contract will be for four years or until funds are exhausted. R1 may amend or extend the contract beyond the initial four years to accommodate the terms and conditions of the Brownfields Coalition Assessment Grant or future EPA grants awarded to R1 within this four-year period provided a market survey conducted by R1 indicates that the prices the contractor proposes is reasonable.

Background

Located 90 minutes from the major cities of Chicago, Milwaukee, and Madison, the region is on the northern Illinois-Wisconsin border. Winnebago County (pop.285,350) has a post-industrialized economy and is home to Rockford, IL. The county currently supports a healthy education, healthcare, and aviation manufacturing economy. Boone County (pop.53,293) borders Winnebago to the east and follows similar economic makeup as Winnebago. Boone has an automotive manufacturing and supply industry, along with food manufacturing, and agriculture. Both have histories of industrial manufacturing, site misuse, and legacy pollution. The region’s history of deindustrialization and blight led to high volumes of vacant land (stemming from demolition and lack of reuse to undeveloped land) and varying in type and level of contamination. The region contains over 5,000+ blighted and tax delinquent parcels. In the Winnebago County Trustee Program alone, there are over 700 vacant lots, owned and/or managed by the R1 Land Bank. With historical agricultural and manufacturing industries, contamination is likely variable in nature and widespread. In 2012, a preliminary Brownfields Inventory was conducted for Boone and Winnebago County and found 1,430 potential brownfield parcels in between the counties.

Upon receipt, all RFP submissions will be reviewed for completeness in accordance with the threshold and selection criteria contained herein. If threshold criteria are satisfied, R1 will assess each Respondent’s qualifications based upon the selection criteria. Responses that meet the threshold and selection criteria set forth below will be evaluated to satisfy R1’s expectation of conducting assessment work.

Once the selection committee has reviewed all Respondent proposals, at least two Respondents may be selected for a virtual interview with the selection committee.

I. Scope of Work

R1 is seeking professional services of a consultant or consultant team to complete the following Scope of Work in compliance with USEPA requirements. Grant Task Descriptions are outlined below.

The Qualified Environmental Contractor (QEC) will prepare a Quality Assurance Project Plan (QAPP) for US EPA review after the QEC is selected. Anticipated date of submittal would be Q4 2023. With approval of the QAPP, initial assessment would begin shortly thereafter.

Task 1: Program Management:

R1 will use the agency’s procurement policy to develop and submit a Request for Proposals from a Qualified Environmental Contractor (QEC). R1, with assistance from the QEC, will oversee all grant activities. R1 staff will include staff from their financial services, sustainability, community development and community engagement teams. R1 staff will attend the Brownfields Conference.

<u>Activity</u>	<u>Deliverable</u>	<u>Schedule</u>
Find Services with Qualified Environmental Contractor	Contract with QEC	Fall 2023
Attend Brownfield conference(s)	Summary of activities in reporting	Fall 2023
Report Progress of Workplan	Quarterly Reports	Throughout Term

Task 2: Site Identification, Prioritization, Engagement:

R1 staff will be responsible for public engagement with local stakeholders. Already established at R1 is the Community Advisory Forum (CAF), which will be used for assistance with site selection and other community engagement activities. Along with the CAF, local government partners and targeted area neighborhoods will be assisting with site selection. A site selection criterion will be created to ensure factors such as historically underserved neighborhoods, tipping point neighborhoods, economic development, transportation needs and safety are considered. Sites will be also prioritized on site access and readiness to proceed. QEC will assist as needed.

<u>Activity</u>	<u>Deliverable</u>	<u>Schedule</u>
Community Advisory Forum (CAF)	Inform CAF of Coalition Grant and Meetings	Quarterly
Evaluate and Score Existing Sites in Inventory	List of top-priority sites	Early 2024
Add New Sites to Inventory and Score	Addition of new sites to inventory and priority list	Ongoing throughout award

Tasks 3 & 4: Phase I & II ESAs:

After selection of the QEC, a Quality Assurance Project Plan (QAPP) will be prepared and reviewed. A data management call will be scheduled with the EPA, with QEC and R1 also participating.

Throughout Task 2, R1 staff along with the Community Advisory Forum participants and the QEC will work to secure site access for priority sites. Eligibility determinations will be made by R1 and QEC and then submitted to EPA for review. Should EPA grant approval, the QEC will schedule a Phase I ESA. The Phase I will meet the EPAs All Appropriate Inquiry rule.

Before Phase II ESA work, a site-specific Sampling and Analysis Plan (SAP) and Health and Safety Plan (HASP) to the EPA for approval. Phase II ESAs will be critical in determining the redevelopment plan for brownfield sites. Phase II ESAs will be prioritized by targeted areas and redevelopment potential and readiness.

It is expected that the grant funds will produce approximately 40 Phase I ESAs and 16 Phase II ESAs. The number may vary based on a number of factors, but R1 and QEC will monitor funds and project availability/readiness, while working with project partners to ensure the grant is most effectively serving the community.

<u>Activity</u>	<u>Deliverable</u>	<u>Schedule</u>
Data Management	EPA approved QAPP plan, followed by regular updates as needed	Winter 2023 and annually
Site-Specific SAPs/HASPs	Assessment Reports	Ongoing throughout award
Phase I and Phase II ESAs	Assessment Reports	Ongoing throughout award

Task 5: Cleanup & Reuse Planning

Where redevelopment is deemed possible by the results of the assessments completed and the property owner is engaged and working towards a redevelopment, a remedial action plan will be prepared by the QEC.

For sites that need reuse planning, R1 will utilize their planning expertise to create a site-specific reuse plan.

It is expected that grant funds will produce approximately 8 remedial work plans (completed by QEC) and five site specific reuse plans (completed by R1), with some possible variation depending on opportunities presented during the award period and results of Phase I/II ESAs.

<u>Activity</u>	<u>Deliverable</u>	<u>Schedule</u>
Remediation Action Plan	Technical Reuse Plan	Beginning spring 2024 and ongoing
Site-Reuse Plan (completed by R1)	Site Reuse Plan	Beginning spring 2024 and ongoing

II. Terms, Conditions and Exceptions

- a. R1 does not create any obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer.
- b. R1 reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of the contract resulting from qualification under this process, if it is in the best interest of R1 to do so.
- c. R1 reserves the right to reject any and all responses without cause, waive irregularities in all procedures related to this RFP, make inquiries of Respondents and their references and clients regarding qualifications or information submitted as part of their responses as deemed necessary, conduct personal interviews of any or all Respondents, and request and receive additional information as R1 deems necessary.
- d. Work performed under agreements resulting from this qualification may be subject to federal contractual provisions. R1 hereby puts Respondents on notice that a successful award at the end of this process may be contingent upon an agreement between R1 and the Respondent to comply with standard federal contractual provisions.
- e. In the event the selected Respondent does not enter into the required agreement with R1 to carry out the purposes described in this RFP, R1 may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.
- f. In no event shall any obligation of any kind be enforceable against R1 unless a written agreement has been entered into.
- g. By submitting a response to the RFP, each Respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- h. R1 will not assume any responsibility or liability for any expenses incurred by a Respondent, or prospective Respondent, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFP.
- i. R1 may terminate the contract, in whole or in part, immediately upon notice to the Vendor if: (a) R1 determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified R1 that it is unable or unwilling to perform the contract.
 - a. If Vendor fails to perform any material requirement of the contract to R1's satisfaction, it is in violation of a material provision of the contract. If R1 determines that the Vendor lacks the financial resources to perform the contract, then R1 shall provide written notice to the Vendor to cure the problem identified within the period of time specified in R1's written notice. If not cured by that date R1 may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
 - b. For termination due to any of the causes contained in this Section, R1 retains its rights to seek any available legal or equitable remedies and damages.
- j. R1 may, for its convenience and with thirty (30) days' prior written notice to Vendor,

terminate the contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with the contract up to and including the date of termination.

- k. The contract is contingent upon and subject to the availability of funds. R1, at its sole option, may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if (1) Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the funding governmental entity decreases the Agency's funding by reserving some or all of the Agency's appropriation(s), or (3) the Agency determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- l. The contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of R1.
- m. Vendor and its subcontractors shall maintain books and records relating to the performance of the contract and any subcontract necessary to support amounts charged to R1 pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of R1 for the recovery of any funds paid by R1 under the contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- n. Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- o. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days after the declaration.
- p. The Vendor shall indemnify and hold harmless R1, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or

alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- q. Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with R1. All payments by R1 shall be made on that basis.
- r. The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of the contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of the contract. Furthermore, the contract shall be construed in accordance with and is subject to the laws and rules of R1.
- s. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Adm. Code 750.
- t. Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of the contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between R1's and the Vendor's terms, conditions and attachments, R1's terms, conditions, and attachments shall prevail.
- u. Upon request of R1, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. R1 may consider Vendor's performance under the contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with R1 for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- v. The contract and all related public records maintained by, provided to, or required to be provided to R1 are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the contract. 5 ILCS 140.
- w. Vendor shall immediately notify R1 of any event that may have a material impact on Vendor's ability to perform the contract.
- x. By submitting a response, Respondent hereby acknowledges the terms as provided within the request for proposals.

III. Responses to this RFP

Responses must be received on or before 3:00 P.M, Central Time, August 17, 2023. Respondents should submit response through Demand Star:

Responses not received by the deadline WILL NOT BE ACCEPTED FOR CONSIDERATION.

Please note the following:

- a. Region 1 Planning Council will not be held responsible for errors in the DemandStar website or submittal system. Faxed or emailed responses will not be accepted.
- b. For ease of evaluation, the response should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed.
- c. An individual or individuals legally authorized to bind the Respondent must sign the cover letter.
- d. Any questions regarding this RFP must be submitted in an e-mail to esetter@r1planning.org no later than 12:00pm CST, August 3, 2023. A timely written response, which includes electronic transmittal, to all e-mail questions will be provided to the Respondent and all firms who received the RFP.
- e. Other than as provided above, inquiries pertaining to the RFP are NOT to be directed to any other staff member of Region 1 Planning Council. Any such action MAY disqualify the Respondent from further consideration. Respondents may not rely upon verbal responses to any inquiry.
- f. Respondent shall certify that to the best of its knowledge, all information provided in their respective response materials is accurate and complete. Any misrepresentation by a Respondent shall be treated as fraudulent concealment from Region 1 Planning Council of the true facts relating to the qualification.
- g. Respondent shall disclose any information that may materially impair the Respondent's ability to provide the level of service required. Qualifications which appear unrealistic in terms of commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this RFP, may be rejected.
- h. Respondent shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a qualification in response to this RFP, Respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant of Region 1 Planning Council or any employee or representative of same, in connection with this qualification process. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Respondent's qualification. Region 1 Planning Council will determine whether a conflict of interest exists and whether it may reflect negatively on Region 1 Planning Council 's selection of a Respondent. Region 1 Planning Council reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

- i. Respondent shall disclose details of any past and/or current relevant criminal investigation, pending litigation, regulatory or civil enforcement action in which your firm is or was involved during the past five years.

IV. Selection Process

R1 will review all of the responses in the following manner:

- a. Each response will be evaluated on the basis of the threshold eligibility and selection criteria listed below.
- b. R1 reserves the right to conduct interviews (in-person or virtual) with any Respondent it deems necessary as a part of its evaluation of responses. Based on the results of that evaluation, the response(s) determined to be most advantageous to R1 considering all of the evaluation criteria, will be selected by R1.

V. Project Timetable

July 14, 2023	RFP materials e-mailed to potential Respondents
July 14, 2023	RFP posted on R1 website: https://r1planning.org/
Aug 3, 2023	RFP questions emailed to esetter@r1planning.org no later than 12:00pm Central Time
Aug 17, 2023	Respondents' materials due back to R1 by 3:00pm Central Time.
Aug 17, 2023	3:00pm Central Time, Public Bid opening held at R1 Office, 127 N Wyman Street, Rockford, IL 61101
Aug 28, 2023*	Selection Committee evaluations returned for compilation; Finalists contacted to schedule telephone or zoom interviews at the discretion of R1
Sept 15, 2023*	Finalists notified of final selection

*Estimated dates

VI. Threshold Eligibility

Responses will be evaluated based upon the documented ability of the Respondent to satisfy the requirements of this RFP. Threshold eligibility requirements include the following:

- a. Respondent has at least one (1) full-time Environmental Professional as defined in ASTM 1527-13.
- b. Respondent must have previously completed EPA Quality Assurance Project Plans in the past 5 years.

Please confirm your ability to satisfy the requirements. If a Respondent does not satisfy the threshold eligibility requirements above, the response will not be further evaluated, and scoring will not be completed.

VII. RFP Submission Requirements:

Cover Letter not to exceed one page, signed by an individual(s) authorized to bind the Respondent contractually. The cover letter must include the name, title, address, email address and telephone number of one or more individuals who can respond to requests for additional information. **Limit Submission to 14 pages maximum (not including the Threshold Eligibility Affirmation, Cover Letter or Attachments).**

- a. Provide a brief description history of the firm, qualifications, and related experience to the scope of work (Section I) to include an organizational chart for the proposed project team and primary point of contact. Include summaries, location, and resumes of at least three (3) key project personnel (not to exceed 10), with emphasis being placed on experience that will be directly applicable to this contract¹ (Page limit: 3 (not including the attachment of one-page resumes of each personnel)).
 - b. The proposal should include estimated time and material cost estimates for the contractual activities based upon the scope of work (Section I). Unit rates on which costs are based should be included with the proposal, as well as a timeline and project milestones (Page limit: 3).
 - c. Based upon the scope of work, please provide a 2-page summary on your proven approaches, as well as innovative investigation technologies, to address the following:
 - i. Ability to meet all applicable state and federal regulations governing environmental site assessments.
 - ii. Methodologies to perform site assessments and confirmatory sampling.
 - iii. Technologies or testing methods utilized to assess specific types of contamination.
 - iv. Innovative ideas for maximizing the value and amount of work that can be completed within the budget available through the grant. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of services.
 - d. Provide a one-page summary of your environmental experience working in areas located in both small rural and “disadvantaged communities” (Bipartisan Infrastructure Law) in Illinois.
 - e. Provide a two-page summary of your experience with the Illinois Environmental Program in conducting assessment and remediation under Illinois EPA Site Remediation Program.
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- f. Provide one-page description for up to three projects in Illinois which best show the capability of the proposed team to provide the services required under this RFP providing a reference, phone number, and email address for each project. Please clearly state the role of the people listed in the Organizational Management portion for each project listed in this RFP. The work described must have been performed within the past five (5) years. None of the projects shall be for a confidential client and no more than one may be from the same client.
- g. Please provide a summary on the health and safety practices/programs of the Respondent, including a description of the Respondent's Occupational Safety and Health Administration safety record for the last three years. Please include your Company's Experience Modification Rating and OSHA-recordable injury/illness rates for the past three years (Page limit: 1)
- h. Please describe your company's process to select and oversee Subcontractors for your environmental projects (laboratory, drilling and excavation firms, historical database providers, etc.). Provide a listing of subcontractors regularly used for activities identified in the Scope of Services along with their services they will provide. (Page limit: 1) If Minority or Women's Business Enterprise firms (MBE/WBE) are to be included in the project team, please attach a one-page letter from each firm indicating their desire to be included in the project team. (Page limit: 1 (not including the attachment of one-page letter from MBE/WBE firms).

VIII. Evaluation Criteria (100 points total)

Qualification's submissions primarily will be evaluated on the basis of demonstrated capabilities and experience in the role of Consultant(s) to complete the scope of work; qualifications and availability of project staff; and understanding and reasonableness of costs and schedules for tasks described in the Scope of Services. A summary of these and other evaluation factors, and the evaluation weighting criteria of each, is presented below:

- a. Demonstrated stability and capabilities of the firm Staff and financial stability (15 points)
 - i. Capability to meet project staffing and schedule needs
 - ii. Geographic availability of staff
 - iii. Breadth of environmental experience, support capabilities and services
 - iv. Safety program in place
 - v. Capability to obtain a minimum of \$1,000 in Professional Errors and Omissions insurance and General Liability Insurance (\$1,000,000 is appropriate but can be negotiated for smaller firms).

- b. Structure and demonstrated capabilities and qualifications of project team (25 points)
- i. Project team organizational structure, project position/role descriptions and responsibilities, and key staff assignments
 - ii. Qualifications and experience of key project staff related to the scope of Services, and technical requirements of the Scope of Services
 - iii. Identification, certifications, and qualifications of all proposed subcontractors and descriptions of the services to be provided, including NELAP certification of laboratories is applicable,
 - iv. Evaluation of any cost efficiencies listed in the proposal
- c. Demonstrated qualifications and experience of the firm (35 points)
- i. Project experience related to grant management, and implementation and assisting local communities in successfully addressing contaminated properties for redevelopment.
 - ii. Number of environmental projects similar to the Scope of Services within EPA Region 5, consultant(s) has managed or been under contract under in last five (5) years.
 - iii. Number of EPA QAPPs within Region 5, consultant(s) has prepared in last five (5) years.
 - iv. Project experience related to the technical requirements for completing the tasks described in the Scope of Services.
 - v. Project experience related to providing stakeholder outreach to small rural as well as urban “disadvantaged communities” with respect to addressing contaminated properties.
 - vi. Project experience, relevant to the Scope of Services described above, during the past five years.
 - vii. Project summaries for representative projects, including client name, dates of service and references (contact name, title, and telephone number).
- d. The reasonableness of costs/price proposals for the scope of services outlined in the RFP (25 points).