

REQUEST FOR PROPOSALS

THIS IS NOT AN ORDER

ADVERTISED RFP # 0910-148

RELEASE DATE: February 11, 2010

Carson City invites qualified firms to submit proposals for a professional services contract for the Carson City Brownfields Assessment Grant. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal "Request for Proposals."

PROPOSALS shall be submitted to the **CARSON CITY FINANCE DEPARTMENT**, 201 N. Carson Street, Suite 3, Carson City, Nevada 89701, by no later than 5:00 p.m. on March 4, 2010.

RECOMMENDATION FOR AWARD will be made by the Public Works Department in coordination with the Office of Business Development based on the evaluation results of the City Review and Selection Committee. The City Review and Selection Committee may narrow the field to three or four consultants for possible oral interviews. Interviews will allow for a 20 minute presentation, 20 minutes questions and answers and a 15 minute set-up and tear down. They will be conducted on March 5, 2010, starting at 8:00 a.m. Once the committee has made a recommendation and a contract is negotiated, the results will be posted on DemandStar.com and all respondents will be notified by fax of the Recommendation for Award to the successful respondent.

FINAL SELECTION will be made by Carson City, and is tentatively scheduled for Friday, March 19, 2010. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by Carson City shall be deemed final.

1 **INTRODUCTION** (General Information)

- 1.1 Carson City invites interested parties to submit proposals to provide consultant and engineering services for the Carson City Brownfields Assessment Grant. The Contract that will result from this "Request For Proposals" will include what is indicated in Section 4 of this RFP.
- 1.2 A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3 During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the City Review and Selection Committee for the Consultants who submit a Proposal and were short listed.
- 1.4 Submission of a proposal indicates acceptance by the Consulting Firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between Carson City and the Firm selected.
- 1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the state of Nevada with business license paid to the City and County of Carson City after selection of the firm. With this type of project, the City may accept one or more firms teaming up for joint venture with a Nevada-based firm to prepare the required services, but the City will recognize such a consortium as a single entity only with one juridical personality.
- 1.6 There is no expressed or implied intent or obligation for Carson City to reimburse responding firms for any expenses incurred in preparing proposals as well as travel expenses during interviews in response to this Request for Proposals.
- 1.7 Carson City shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2 **CARSON CITY CONTACT PERSON:**

- 2.1 Until the receipt and opening of proposals, the proposers' principal contact with Carson City will be as listed below. All questions are to be submitted in writing and potential Proposers will receive copies of all questions and answers except for the questions that are considered proprietary. Questions that are considered proprietary by Public Works and the Office of Business Development will only be answered to the proposer who asked the question. Questions will only be received through 12:00 p.m. on February 25, 2010.

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Sandy Scott
Carson Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, NV 89701
775-887-2133 x30137
e-mail: SScott@ci.carson-city.nv.us
FAX: 775-887-2107

- 2.2 All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other City staff or City officials may be disqualified for doing so.

3 BACKGROUND INFORMATION:

- 3.1 On January 11, 2002, the President signed into law the Small Business Liability Relief and Brownfields Revitalization Act, which set forth various initiatives and provisions to aid in the identification, assessment, and remediation of properties where expansion, reuse, or redevelopment has been complicated due to the presence, or potential presence, of a hazardous substance, pollutant, or contaminant. The properties are hereafter referred to as “brownfield sites” or more generally “brownfields.” Under the Brownfields Revitalization Act, the US Environmental Protection Agency (EPA) has been empowered to provide grants to eligible entities through a national competitive process. Carson City was awarded such a grant: \$200,000 for petroleum sites and \$200,000 for hazardous substance sites in the Downtown Redevelopment area.
- 3.2 This grant program is part of a national perspective whose intent is the redevelopment and economic restoration of abandoned, underutilized, or vacant properties that are contaminated, or potentially contaminated, with hazardous substances. The successful implementation of the program involves the coordination of environmental and economic development initiatives, as well as extensive partnering with community groups, financial and business communities, real estate professional, developers, lenders, and state and local economic and environmental agencies. The scope of services required under this RFP may be very broad and variable.

4 SCOPE OF WORK:

- 4.1 The primary services being sought under this Request for Proposal include those activities necessary for the completion of environmental identification and assessments that satisfy applicable state and federal requirements. Specific contract services to be performed will be contingent upon availability of grant funding. The contract and Scope of Services may be modified by written agreement.
- 4.1.1 Provide design services which include:
- Identification and inventorying of potential Brownfields within defined areas of Carson City,
 - Preparation of site-specific Scopes of Work detailing assessment or cleanup project activities and budgets;

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- Preparation of site-specific Sampling and Analysis Plans for submittal to and review by US EPA quality assurance officers;
- Collection of environmental samples including soil, sediment, surface water, groundwater, and air;
- Performance of data quality verification and independent validation;
- Preparation of environmental assessment reports that satisfy “all appropriate inquiry” rules developed by the EPA and which meet appropriate state requirements;
- Other secondary activities that are deemed necessary for the implementation and augmentation of the grant, such as conductance of public outreach activities, and coordination of public involvement during all phases of site assessment and planning.
- All work products shall be consistent with the applicable sections of the Nevada Revised Statute (NRS) and the Nevada Administrative Code (NAC), as well as in conformance with the US EPA federal regulations under Title 40 of the US Code of Federal Regulations Part 30, 21, 32, 33, and 35, 276(a) and the Office of Management and Budget Circular A-87 and A-133.
- The awarded vendor will need to remain in contact with Carson City during development of the Scope of Work in order to clarify any issues resulting from the initial project meeting and to ensure that project tasks being developed are consistent with NDEP conceptions of assessment or cleanup efforts.
- Any plan for activities involving the collection and reporting of environmental data will need to be approved by the US EPA Region IX quality assurance office prior to initiation.
- For environmental site assessments involving the collection of field samples, the consultant must prepare a Field Sampling and Analysis Plan (SAP) using the approved template developed by NDEP and the EPA Region IX Quality Assurance Office. The template SAP has been developed for use as a site-specific Quality Assurance Project Plan that meets EPA guidance for data quality objectives on brownfield sites in accordance with the “National EPA Quality Assurance Guidance for Conducting Brownfield Site Assessments (available on NDEP Website).” In general terms, the SAP should outline the technical rationale for the assessment including: the total number of soil and/or groundwater samples to be collected, proposed sampling locations, field protocols, sampling procedures, chemical analyses to be performed, and laboratory QA/QC information and reporting requirements.
- Awarded vendors will need to be familiar with a wide variety of assessment and remediation techniques for nearly all forms of petroleum and hazardous substance contamination. Most assessments conducted under the program are conducted to eliminate any uncertainties associated with the site; therefore, a large number of samples are usually generated for each site for all media present. Also, sampling conducted under the grant program must observe strict Quality Assurance procedures, which require an additional commitment of time and experience from project award vendors.

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- All assessments should be consistent with standards established by the American Society for Testing and Materials for either ASTM E-1903-97: Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process or ASTM E-1739-95: Standard Guide for Risk-Based Corrective Action Applied at Petroleum Release Sites and US EPA All Appropriate Inquiry Rule 40 CFR Part 312. Carson City will review SAPs to determine whether they will adequately characterize the extent and level of contaminants in environmental media and will help to establish an appropriate action level for eventual cleanup activities.
- All field or investigative activities conducted by the selected firm on behalf of the program will be documented and submitted in a final report either of Phase I, Phase II, or end use cleanup activities. Final reports will need to be consistent with accepted professional standards since they will serve as documents supporting regulatory, site decision-making.
- All plans, specifications, reports, studies, tracings, maps, and other documents prepared or obtained by the consultant in the course of performing the work shall be the property of Carson City. All work products and/or purchases are public information, unless otherwise determined to be confidential in accordance with State law, and are the property of Carson City. All written submittals which present environmental information will be certified by a Nevada Certified Environmental Manager (CEM) as true and correct in accordance with State regulations NAC 459.970 to 459.9729.
- The awarded vendor will serve as a resource to Carson City for the purposes of community outreach. A representative will be required at any and all meetings, at the request of Carson City, for support as a technical expert. The awarded vendor may also be responsible for general community relations or involvement through support activities such as the preparation of fact sheets, brochures, site signage, etc. The awarded vendor will serve as a technical expert and provide information to Carson City staff for the purpose of 1) providing information at community Town Hall meetings, 2) preparing a formal community relations plan or at any event which Carson City deems to be important to the community outreach element of this program. The intent of these meetings will be to provide the community with status reports on the progress of the grant. Information supplied by the consultant may be utilized as educational materials, publications and media releases, or to prepare fact sheets or computer generated presentations explaining the results or sampling or other environmental assessments or plans.
- The contractor also must provide Carson City and the US EPA with access to all files and documents relating to the contract, upon request.

5 RFP REQUIREMENTS:

5.1 Submission of RFP Proposals:

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- 5.1.1 A master copy (so marked) of the Proposal and nine (9) copies to include a title page showing the RFP subject; the firm's name, address, telephone number and fax number of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals.

Proposals shall be clear and straightforward, and not exceed 30 pages in length not including company brochures. Company brochures are provided as attachments to the 30 pages referenced above.

5.1.3 **Proposals shall contain the following information:**

5.1.3.1 A Statement of Project Understanding

5.1.3.2 Project Approach

5.1.3.3 Schedule / Time Lines for Completion of project

5.1.3.4 **Key Personnel Information:**

- a Key Staff, including Project Manager information
- b Relevant Experience
- c Demonstrated Commitment and availability to the project
- d Accessibility to Carson City Staff
- e All work must be signed off by a Certified Environmental Manager (CEM). NAC 459.9719 requires that consulting services involving response, assessment, or cleanup of a hazardous substance release that are conducted for a fee must be performed under the direction and responsible control of a Nevada Certified Environmental Manager. Information on the NDEP Certification Program can be obtained by contacting Certification Program staff at 775-687-9368 or at the Certification Program website at <http://ndep.nv.gov/bca/certhome.htm>

5.1.3.5 Listing of sub-consultants and the portion of the project they will be completing. Awarded vendors agree that bid documents for subcontractors for services shall include at least 25% Fair Share percentages for Women Business Enterprises and a 7% Fair Share percentage for Minority Business Enterprises.

5.1.3.6 As a requirement on the federal grant funding received by the Brownfields Assessment, the Program is required to demonstrate that it has met "fair share" requirements in the use of minority-owned and women-owned businesses. This requires the tracking of Minority-owned Business Expenditures and Women-owned Business Expenditures (MBE/WBE). In

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order to meet these requirements, expenditures by the selected firms through subcontracts and support services will need to be tracked and reported to Carson City. The use of minority-owned or women-owned business by a vendor may be required by the Program, if it is determined that these “fair share” requirements are not being substantially met through other means.

- 5.1.3.7 Proposers shall send their completed Proposals to the following person at the address indicated. Further, they should indicate the RFP number and Firm Name on the outside of the sealed Proposal Package to:

Sandy Scott, Purchasing and Contract Coordinator
Carson City Finance Department – Purchasing and Contracts
201 N. Carson Street, Suite 3
Carson City, Nevada 89701

6 EVALUATION OF PROPOSALS:

- 6.1 Proposals submitted will be evaluated by the City Review & Selection Committee.
- 6.2 The Committee may call for oral interviews. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.
- 6.3 **The following categories will be evaluated in the selection process:**
- Qualifications of Firm to provide service
 - Professional qualifications of individuals to be assigned to project
 - Demonstrated Experience in such project as identified
 - Quality of services proposed and comprehensiveness of such projects
 - Suitability of proposed approach
 - Meaningful utilization of technical experts
 - Project Manager must have key relevant experience for this project and demonstrate ability to manage the consultant team

7 RIGHT TO REJECT PROPOSALS:

- 7.1 Submission of proposal indicates acceptance by the Consulting Firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent contract between Carson City and the Consulting Firm selected.

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7.2 Carson City reserves the right to reject any or all proposals and to award to the proposer the City deems most qualified and whose award of the contract will accrue to the best interests of the City.

7.3 **Late proposals will not be accepted.** Prospective proposers are held responsible that their proposals arrive at the Carson City Finance Department - Purchasing & Contracts on or before the designated time and date.

8 WITHDRAWAL OF PROPOSALS:

8.1 Requests to withdraw proposals received after the time and date set for opening and acknowledging proposals will not be considered.

9 CONTRACT TERMINATION:

9.1 Carson City reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

9.1.1 Failure to provide sufficient personnel as identified in the RFP.

9.1.2 Failure to provide the principal Team as submitted.

9.1.3 Substitution of the Team or other identified personnel without prior approval of Carson City.

10 INSURANCE

10.1 **General Liability:**

10.1.1 The successful Proposer shall be required to furnish and maintain throughout the term of the proposed Agreement, such general liability and property damage insurance as shall protect him/her and any sub-consultants, agents, and employees performing work covered by the proposed Agreement from claims for, but not limited to, bodily injury, sickness, disease, death, or property damage arising or resulting from the proposer's performance, or by any sub-consultant, person, firm, or employee directly or indirectly employed by him/her. The successful Proposer shall furnish the City a certificate of said insurance, with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury as well as property damage and with the City added as a co-insured.

10.2 **Worker's Compensation:**

10.2.1 The successful Proposer shall purchase and maintain throughout the term of the contract such Industrial Insurance (SIIS) as will protect him from claims which may arise out of or result from the Consultant's execution of the work on this project, whether such execution be by the Consultant or by any sub-consultant, or by anyone directly or indirectly

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employed by any of the consultants, or by anyone for whose acts any of them may be liable.

11 OBJECTION BY UNSUCCESSFUL PROPOSER:

11.1 Any unsuccessful Proposer may file an objection to the City regarding the selection of the City Review & Selection Committee by following the procedure outlined in Paragraph 11.2 below. Information on the results of the Committee's evaluation may be obtained on DemandStar.com and will be faxed to each respondent.

11.2 Any objection shall be written and submitted to the Finance Department before the recommendation shall be scheduled to be heard by the Board of Supervisors. The objection will be placed on the next available Board of Supervisors meeting agenda.

12 ATTACHMENTS:

12.1 Map of Carson City Downtown Redevelopment area

12.2 Grant Work plan and Budget

*** * * END OF DOCUMENT * * ***