

**COUNTY OF WISE, VIRGINIA**

**REQUEST FOR QUALIFICATIONS  
FOR  
PROFESSIONAL CONSULTING SERVICES –  
BROWNFIELDS GRANT**

**Date of Issue:**

**September 25, 2017**

**Due Date for Proposal:**

**October 6, 2017**

**COUNTY OF WISE, VA**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**PROFESSIONAL CONSULTING SERVICES – BROWNFIELDS GRANT**

**PUBLIC NOTICE**

The Board of Supervisors of Wise County, Virginia is requesting qualification statements and proposals from qualified firms to provide environmental and engineering services to support the County's Brownfields program. In order to be considered for selection, the successful firm must have documented experience writing applications and providing the Brownfields-related consulting services associated with projects funded by EPA grants.

Activities of the consultants shall include, but not necessarily be limited to the following:

- \* Grant Writing Services
- \* Property Identification and Inventory
- \* Site characterization and Assessment Activities
- \* Community Involvement Assistance
- \* Cleanup and Development Planning
- \* Cleanup and Remediation Activities
- \* Grant Administration
- \* Other Brownfield-Related Duties

Responses to this Request for Qualifications must *address* all components of the scope of work, but does not require one firm to *supply* all components of the scope of work. Responses can be submitted through a partnership between two or more entities or can be addressed through the use of sub-contractors/consultants/firms; detailed information must be submitted for any partnership entities or any subcontractors/consultants/firms in the same manner as required for the primary responder.

A complete package providing more detailed information may be obtained at:

Office of the County Administrator  
David L. Cox, County Finance Administrator  
COUNTY OF WISE  
P.O. Box 570  
206 East Main Street  
Wise, VA 24293  
(276) 328-2321

Responses are due by 4:30 p.m., Friday, October 6, 2017. Place the original response along with two (2) copies in a sealed envelope or container clearly labeled “**Request for Qualifications for Professional Consulting Services – Brownfields Grant**”. Proposals should be mailed or delivered to the above address. The response shall be signed by an authorized proposer or representative. Faxed or emailed submissions will not be accepted.

Any response received after this date and time, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, will not be accepted or considered.

Any questions concerning this Request for Qualifications should be directed to David L. Cox, County Finance Administrator, at (276) 328-2321.

The County reserves the right to amend or cancel this Request for Qualifications at any time if it is in the best interests of the County. The County reserves the right to reject any or any part of all responses and to waive informalities and technicalities.

## **I. Introduction**

The Board of Supervisors of Wise County, Virginia is requesting qualification statements and proposals from qualified firms to provide environmental and engineering services to support the County's Brownfields program. In order to be considered for selection, the successful firm must have documented experience writing applications and providing the Brownfields-related consulting services associated with projects funded by EPA grants.

## **II. Scope of Service**

Activities of the Consultants shall include, but not necessarily be limited to the following:

- \* **Grant Writing Services:** Identify and assist the County in writing grant applications for available EPA and Virginia Department of Environmental Quality (DEQ) grants. Collect data required for the grant application; take lead role in writing the applications; and manage all grant activities to ensure compliance with regulatory and grant requirements.

- \* **Property Identification and Inventory:** Identify, develop and refine a database of potential Brownfield projects. Develop criteria to prioritize the identified properties for evaluation.

- \* **Site Characterization and Assessment Activities:** Conduct Phase I Environmental Site Assessments (ESAs) and Phase II ESAs as well as preparation of cleanup plans. All documents shall be required to be prepared in accordance with the applicable state and industry standards.

- \* **Community Involvement Assistance:** Provide support for public involvement and community outreach activities. Activities should be designed to make sure that community concerns are considered and addressed in the assessment, planning and execution of the project.

- \* **Cleanup and Development Planning:** Complete site-specific cleanup and redevelopment planning documents, including site remediation work plans, conceptual redevelopment site plans, etc. The Consultant may also be asked to conduct community visioning sessions/workshops to solicit input and generate redevelopment options.

- \* **Cleanup and Remediation Activities:** Complete cleanup and remediation of selected Brownfield properties in accordance with all local, state and federal requirements. Activities may include the preparation of a Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP); securing all approvals and permits; completing confirmation sampling activities; developing bid documentation; coordinating and overseeing site remediation activities; and/or completing the site remediation activities.

- \* **Grant Administration:** Shall include, but not necessarily be limited to: providing comprehensive grant administration activities; acting as a liaison between the County of Wise and applicable regulatory agencies; coordinating kickoff and weekly/monthly meetings; and completing the final report for grant close-out.

\* Other Brownfield-Related Duties: Conducting and completing other duties that may be required for a successful program but that have not been anticipated in this document.

### **III. INSTRUCTIONS TO PROPOSERS**

A. Request for Qualifications (RFQ) must be submitted in accordance with the instructions and requirements contained in this RFQ. Failure to do so may result in the response being considered non-responsive and it may be rejected.

B. A Responder must promptly notify the County Administrator's office of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFQ. A Responder requiring clarification or interpretation of this RFQ should contact the County Finance Administrator at (276) 328-2321.

C. Responders are to address the criteria below at a minimum as part of their submitted response. To ensure fair and equitable evaluation, proposals should be organized into the following separate sections. Submittals shall be no longer than 12 pages (including organizational chart).

#### **Experience & Capacity**

The response shall include a summary of the following:

- \* History of the firm's experience providing Brownfields services as described herein;
- \* Brownfields grant application and administration experience/capacity;
- \* Brownfields project experience (both EPA and private Brownfields experience);
- \* Description of the firm's organizational structure and the names and experience of key individuals including professional registrations, site investigation, and experience working with the US EPA and Virginia Department of Environmental Quality; and
- \* Disclosure of any potential conflicts of interest.

#### **Proposed Methodology**

The response shall include an organization chart and a description of how the firm will complete the scope of work described herein. Include a description of the relevant services provided by your firm.

## References

The response shall include at least three (3) references for similar services/projects that have been provided by your firm and the dates of service. Please include the reference name, company, email address and phone number. Also include a description of the services and key personnel that were involved in the project.

D. Each Responder is to state whether or not any of the Responder's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the County of Wise or has any responsibility or authority with the County that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the County of Wise. Each Responder is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFQ, apply to this RFQ.

E. Provide one original response, signed by an authorized proposer or representative, along with two (2) copies. It must be submitted in a sealed envelope or container clearly labeled "**Request for Professional Consulting Services – Brownfields Grant**". Deadline for submission of responses is 4:30 p.m., Friday, October 6, 2017.

F. The County may request additional information, clarification, or presentations from any of the Responders after review of the proposals received.

G. The County has the right to use any or all ideas presented in reply to this RFQ, subject only to the limitations regarding proprietary/confidential data of Responder.

H. The County is not liable for any costs incurred by any Responder in connection with this RFQ or any response by any Responder to this RFQ. The expenses incurred by Responder in the preparation, submission, and presentation of the proposal are the sole responsibility of the Responder and may not be charged to the County.

I. Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the written request of the Consultant. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

## **IV. MISCELLANEOUS**

A. Ownership of Material: Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the Responder shall not be subject to public disclosure under the Freedom of Information Act, unless otherwise required by law or a court. **However, the Responder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or**

**at the time of the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in rejection of the response.

B. As this is a RFQ, no information regarding the response records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all responses will be open to public inspection subject to the provisions set forth above.

C. Any interpretation, correction or change of the RFQ will be made by an addendum. Interpretations, corrections or changes of this RFQ made in any other manner will not be binding and Responders must not rely upon such interpretations, corrections or changes. Addenda will be faxed or mailed to all who are listed as having received the RFQ Package. Acknowledgement of receipt of all addenda issued and taken into consideration in the submittal of any response is required as part of the response package.

D. No Responder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value.

E. The County may make investigations to determine the ability of the Responder to perform or supply the services and/or items as described in this RFQ. The County reserves the right to reject any response if the Responder fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.

F. The successful Responder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.

G. The successful Responder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

H. It is the policy of the County of Wise to maximize participation by minority and women owned business enterprises in all aspects of County contracting opportunities.

I. The successful Responder shall comply with all applicable County, State and Federal laws, codes, provisions, and regulations.

J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Responder in regards to law, code, or regulation

compliance. The County reserves the right of approval for any subcontract work, including costs thereof.

K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, proposers, contractors, and subcontractors are applicable to this RFQ.

L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et. seq., of the Virginia Code are applicable to this RFQ.

**V. SPECIAL CONTRACT TERMS AND CONDITIONS**

The following are special contract terms and conditions that the County plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Consultant during negotiations. However, if a Responder has any objections to any of the terms or conditions set forth below or any changes or additions thereto that the Responder wants to discuss during negotiations, the Responder should set forth such objections, changes or additions in the Responder's response submitted in response to this RFQ. Otherwise, submission of a response by a Responder will obligate such Responder, if it is the successful Responder, to enter into a contract containing the same or substantially similar terms and conditions as contained below. Other terms and conditions, if necessary, will be negotiated with the successful Responder.

A. Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Wise and the Consultant, must be resolved in the Circuit Court of Wise, VA. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.

B. Termination: It shall be the sole right of the County to terminate any contract upon written notification to the Consultant.

C. Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Consultant and the County given in the same manner and form as the original signing of the Contract.

D. Nondiscrimination Clause: In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

During the performance of this contract, the Consultant agrees as follows:  
The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Consultant shall include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

E. Right to Audit: Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Consultant of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Consultant pursuant to this contract.

The County shall have access to Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Consultant reasonable advance notice of intended audits.

Consultant shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Consultant pursuant to this contract.

If an audit inspection or examination in accordance with this section discloses overcharges (of any nature) by Consultant to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by the Consultant.

F. Insurance:

The Consultant shall purchase and maintain in force, at his own expense:

1. Workers' Compensation Insurance – Standard Virginia Worker's Compensation Policy
2. Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit coverage to include: Premises – Operations; Products/Completed Operations; Contractual; Independent Consultants; County and Consultant's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.)
3. Professional Liability Coverage (errors and omissions) - \$1,000,000 minimum
4. Automobile liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles the limit for any one accident or loss shall be \$1,000,000.

The insurance specified herein shall name the County as additional insured with regard to work performed under any Contract. All policies shall provide that the County is to receive written notice by certified mail, thirty (30) days in advance of cancellation or alteration of any policy. The Consultant shall provide the County with copies of certificates of insurance coverage and proof of payment for all premiums.

G. Drug Free Workplace: During the performance of this contract, the Consultant agrees to:

1. Provide a drug-free workplace for the Consultant's employees.
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

H. Faith-based Organization: Wise County does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1.

I. Environmental Management: Consultant shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any.

J. Finance Charges: Wise County will not pay any finance charges imposed on any invoices submitted by the Consultant relative to this RFQ.

K. Applicable to Successors and Assigns: The County and Consultant agree that the rights and obligations under this Agreement shall inure to and be binding on their respective successors and permitted assigns.

## **VI. COUNTY RESPONSIBILITIES**

The County shall:

A. Provide all information in possession of the County which relates to the County's requirements for this project.

B. Assist in obtaining permission upon public and private property as required.

C. Examine all studies, test results, reports, sketches, drawings and proposals and any other documents presented by the Engineer.

D. Pay all necessary advertising costs necessary to obtain bids.

## **VII. EVALUATION CRITERIA**

Responders will be evaluated for selection of the basis of those most qualified to meet the requirements of this RFQ. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

A. Experience and ability to complete the work – 35 points

B. Demonstrated Brownfields experience including successful grant writing and administration – 25 points

C. Technical approach and understanding of the scope of work – 20 points

D. Quality of performance on Brownfields projects – 15 points

E. Billing rates – 5 points

Prior to award, an oral presentation to the Board of Supervisors may be requested. The request for an oral presentation shall in no way constitute acceptance or imply that an

agreement is pending. The County reserves the right to award this opportunity based on the initial response without oral presentations.

The County reserves the right to reject any and all responses. Firms not selected will be notified in writing by the County.

### **VIII. AWARD PROCESS**

All proposals submitted in response to this RFQ will be reviewed by the County Finance Administrator and other County staff as needed. This committee will review all proposals, evaluate them based upon the criteria contained herein, conduct interviews as needed and conduct negotiations. This committee will provide a recommendation to the Board of Supervisors for their disposition of this RFQ.

The County may engage in individual discussions with one or more Proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such proposers shall be encouraged to elaborate on their qualifications and performance data or staff experience pertinent to the proposed project, as well as alternative concepts.

At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services. Proprietary information from competing proposers shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this section, on the basis of evaluation factors published in the RFQ and all information developed in the selection process to this point, the County shall select in the order of preference two or more Proposers whose professional qualifications and proposed services are deemed more meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered reasonable and fair, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second, and so on until such a contract can be negotiated at a reasonable and fair price.

Should the County determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.

The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Proposer whose proposal is deemed to be in the best interest of the County.