

# Request for Proposals



Environmental Consulting Services for  
Environmental Site Assessments and Related Activities  
Funded by the Michigan Department of Environmental Quality

Community-Wide Brownfields Assessment Grant Project

**Issue Date: July 19, 2018**  
**Proposal Due Date: August 30, 2018; 3:00 p.m.**

Osceola County  
Community Development Office  
301 W. Upton  
Reed City, MI 49677

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ATTACHMENT A: MDEQ's Brownfield Redevelopment Grant / Loan

ATTACHMENT B: Proposal Cover Sheet

ATTACHMENT C: Detailed Budget Sheet

ATTACHMENT D: Proposal Scoresheet

## I. INTRODUCTION

The County of Osceola, Michigan is seeking a qualified environmental consulting firm to provide professional environmental services to support implementation of Osceola County's Community-Wide Brownfields Assessment Grant Project (Brownfields Assessment Project).

The Michigan Department of Environmental Quality (DEQ) has awarded Osceola County a Community-Wide Brownfields Assessment Grant in the amount of \$83,000. The grant will be utilized to perform four Phase I Environmental Site Assessments (ESAs), one Asbestos Survey, up to four Phase II ESAs (based on the results of the Phase I ESAs), and complete Baseline Environmental Assessments (BEAs) and Due Care Plans necessary to facilitate reuse of brownfield sites that are contaminated by hazardous substances and /or petroleum.

## II. BACKGROUND

Osceola County has identified four high-priority brownfield properties in the County. One property is an orphaned site with a potential buyer in Marion Township. A second property is an abandoned, blighted, former dry cleaner in the city of Reed City. The last two properties are located in the city of Ewart. One is the site of a former truck maintenance and leasing facility located on a major highway and the other is a publically owned property with a high potential for development .

The selected consulting firm will bring the experience, comprehensive technical skills, and a collaborative working relationship to Osceola County in order to successfully implement the County's Brownfields Assessment Project. The consultant will assist the County with grant management and will be the entity responsible for performing environmental site assessments, baseline environmental assessments, due care plans, asbestos surveys, as well as preparing all required technical documents applicable to the grant.

Osceola County will be involved in all decisions regarding grant funding activities throughout the project. The Osceola County Community Development Office (CDO) will manage the Brownfields Assessment Project on behalf of Osceola County.

The grant period is expected to extend through July 1, 2020 or until all funds are expended.

## III. SCOPE OF WORK

Osceola County is seeking the professional environmental services of a consulting firm to complete the following tasks which are further defined in the DEQ's Brownfield Redevelopment Grant / Loan (**Attachment A**).

### *Activity 1: Work Plans*

Prior to the start of any grant work, the selected consultant will prepare and submit separate Work Plans for each property to the DEQ for review and approval. Work will not commence without approval. Each Work Plan must include a separate budget and scope of work.

*Activity 2: Phase I and II Site Assessments*

The selected consultant will be responsible for obtaining access and conducting Phase I ESAs at the following properties:

- Southwest Corner of M-115 and 20 Mile Road, Marion
- 901 W. 7<sup>th</sup> Street, Evert
- Evert Local Development Finance Authority property adjacent to 10089 US-10, Evert
- 214 N. Chestnut, Reed City

Phase II ESAs will be conducted on properties requiring further investigation based on the results of the Phase I ESAs. The consultant may not be required to complete any Phase II ESAs or may be required to complete up to four Phase II ESAs.

*Activity 3: Baseline Environmental Assessments*

The selected consultant will evaluate the results of the Phase I and Phase II ESAs to determine if any sites qualify as a “facility” (Part 201 of PA 451 of 1994). For those sites that qualify as a facility, the consultant will complete required BEAs and submit them to the DEQ on behalf of a new owner / new operator of the property.

The consultant will complete up to four BEAs.

*Activity 4: Lead, Asbestos, Mold Surveys*

The selected consultant will complete an Asbestos Survey at 214 N. Chestnut, Reed City. The survey will include an estimated cost for asbestos removal as part of a building demolition.

*Activity 5: Response Activity / Due Care Plans*

The selected consultant will complete Due Care Plans so contaminated properties identified under this project can be safely redeveloped. The consultant will complete up to four Due Care Plans.

*Activity 6: Grant Administration*

Grant administration will primarily be the responsibility of Osceola County.

The selected consultant will keep the County informed about the project and provide updates regarding grant activities throughout the project duration, as needed. Specific responsibilities include:

- Attend Osceola County Brownfield Redevelopment Authority meetings, as requested
- Submit quarterly written reports to Osceola County within 10 days following the end of each quarter

## IV. PROPOSAL INFORMATION

A. Respondents shall submit two (2) copies of the following items (1-7):

1. Proposal Cover Sheet (**Attachment B**) signed by an officer of the firm authorized to bind the firm to a contract.

2. An overview of the firm, its capabilities, and key employees. If desired, this may be done by making reference to the firm's website.
3. The name and contact information (mailing address, phone number, and email address) for the key contact person who will directly oversee this project.
4. A listing of three brownfield projects with references. If possible list DEQ projects. If not possible EPA projects are acceptable. The projects should show the experience and capabilities of the consulting firm with respect to the following:
  - a. Work Plans
  - b. Phase I and Phase II ESAs
  - c. BEA Reports
  - d. Due Care Plans
  - e. Other areas of experience and capabilities relevant to this project
5. A listing of two projects that involved Asbestos Surveys with references.
6. If the proposal includes subcontractors, list each subcontractor that will be utilized to complete the project and include the following information:
  - a. Business name, address, phone number, and website address
  - b. Full name and contact information (phone number and email) for the primary contact person
  - c. Activity or activities the subcontractor(s) will perform
  - d. Previous experience related to the activity or activities the subcontractor(s) will perform
7. An Approach Plan that provides insight into the methodology that will be used to complete each activity in the Scope of Work. The Approach Plan shall include the applicants approach to organizing, planning, and managing the project. Also, it must address the process for gaining access to properties and a timeline for completing tasks.
8. A Detailed Budget Sheet (**Attachment C**) that provides a not-to-exceed estimate for completing each Activity described in the Scope of Work.

B. Additional Information Regarding the Proposal

1. Proposals shall be submitted in a sealed envelope, clearly marked "Osceola County Brownfields Assessment Request for Proposals". **Proposals must be submitted no later than 3:00 p.m. on August 30, 2018.**

Proposals must be submitted to:

Dan Massy  
County of Osceola  
Community Development Office  
301 W. Upton  
Reed City, MI 49677

2. Proposals received after the submission date will be considered void. The County is not responsible for lateness of mail, delivery error, etc.
3. Questions regarding this RFP should be submitted by email to the Osceola County Community Development Office:

Dan Massy, Community Development Coordinator  
dmassy@osceolacountymi.com

All questions and responses will be posted in the *Request for Bids / Proposals* section on the Osceola County website ([www.osceola-county.org](http://www.osceola-county.org)).

4. Each change or addendum issued in relation to this RFP will be on file in the Community Development Office, sent to each consultant to whom the original RFP was sent, and posted on the Osceola County website ([www.osceola-county.org](http://www.osceola-county.org)).
5. All costs associated with the preparation of the proposal shall be the responsibility of the bidding consultant.
6. The County of Osceola reserves the right to reject any or all proposals, in whole or in part, and to waive irregularities in any bid in the interest of the County.
7. The confidentiality or disclosure of any information submitted is governed by the Michigan Freedom of Information Act (FOIA). The County cannot promise, warrant, or guarantee confidentiality, nor can the County guarantee that the information presented will be exempt from disclosure under the FOIA. The County may honor requests for confidentiality only to the extent that the FOIA permits.
8. By submitting this proposal the respondent is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

## **V. SELECTION CRITERIA**

A. Proposals will be scored by the Community Development Office using the Proposal Scoresheet (**Attachment D**). The following factors will be considered:

1. The quality, completeness, and clarity of the Proposal and Approach Plan.
2. The ability of the firm, as evidenced through prior experience in similar projects.
3. Demonstration of sufficient training, supervision, and technical resources necessary to complete the project.
4. A previous working relationship with the Osceola County Community Development Office or Osceola County Brownfield Redevelopment Authority.

5. Available staff and the firm's proven ability to complete the necessary work in a timely manner.
  6. The cost to complete each activity in the Scope of Work.
- B. One or more respondents may be selected to participate in a telephone interview.
  - C. The Osceola County Community Development Office will recommend an appropriate consultant; however, the Osceola County Board of Commissioners will make the final selection.
  - D. In accordance with the County's grant agreement with the DEQ, the State of Michigan reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project.
  - E. Bidders and their subcontractors, as required by law, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant is a material breach of this Contract.
  - F. Osceola County reserves the right to accept or reject any or all bids, in whole or in part, and to waive irregularities in any bid in the interest of the County.

## **VI. CONTRACT REQUIREMENTS**

- A. The consultant will be required to sign a contract that includes the terms and requirements as outlined in this RFP.
- B. The consultant's contract will begin on the date that the document is executed and last until July 31, 2020 or until the DEQ grant funds have been expended, whichever comes first. The contract may be extended up to a maximum of four additional 1-year periods. The contract may only be extended by a signed agreement between the County and contractor.
- C. The County reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and / or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County.

- D. The consultant will be required to meet all associated requirements in regard to applicable federal, State, and local regulations, and be responsible for meeting all requirements related to the County's bid award. Additionally, the consultant and all sub-contractors must maintain all licenses required for their discipline by the State of Michigan and the Federal Government during the course of the contract.
- E. The consultant will not proceed on a Scope of Work activity without the written consent of the County.
- F. The consultant will provide a certificate of insurance detailing coverage which must meet the requirements identified in Section VII of this RFP. The certificate must indicate that insurers will provide the County written notice 30 days prior to terminating any policy. Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the Certificate must state the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.
- G. The consultant will be accountable to the Osceola County Community Development Office.
- H. When requested, the consultant will be required to provide a qualified representative(s) to attend all meetings related to the project.
- I. While the project is being conducted, the consultant will have frequent interaction with the Community Development Office to ensure the Scope of Work is being performed as intended and that all of the components / documents meet expectations.
- J. All work must be logical, professional, and grammatically / contextually precise or it will be returned to the consultant for corrections. If corrections are needed, a document must be resubmitted to the Community Development Office for review and approval before payment is made. This process will continue until the Community Development Office approves the final copy of the document.
- K. All materials produced in connection with the project such as Work Plans, ESAs, BEAs, Due Care Plans, asbestos surveys, and all other documents related to the Brownfields Assessment Project shall be delivered to the County of Osceola and shall become the property of Osceola County.
- L. Unless agreed to otherwise, all materials produced in connection with the project, such as Work Plans, ESAs, BEAs, Due Care Plans, asbestos surveys, and all other documents related to the Brownfields Assessment Project shall be provided in electronic format. If provided in hardcopy the contractor must provide a minimum of 4 copies.
- M. All products produced by the consultant shall acknowledge that the project was supported by the State of Michigan.

- N. All invoices must be submitted to the Community Development Office for review and approval before payment is made. Invoices must clearly itemize expenses or these will not be paid. Documentation of completed work must be available for review at the time of invoicing.
- O. The County of Osceola shall reserve the right to terminate the consultant's contract without penalty upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the County of Osceola will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the County of Osceola's best interest and will be final. The County of Osceola reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.
- P. Osceola County retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, use, and authorize others to use copyrighted material or other data developed as part of this project. The consultant will only submit materials that Osceola County can use in accordance with this paragraph.
- Q. The consultant is indemnifying and holding harmless the County of Osceola, its employees, agents, and volunteers against and from all claims, judgments, losses, damages, payments, costs, and expenses of every nature and description including attorney's fees arising out of or resulting from the consultant's performance or nonperformance of the work described.

**VII. INSURANCE REQUIREMENTS**

Prior to starting this contract, the Contractor shall deposit with the Osceola County Community Development Office a certificate from the insurer to the effect that the insurance policies required in the paragraphs below have been issued to the Contractor. By signing and returning **Attachment B**, the consultant is agreeing to provide evidence of the following coverage:

**Workers' Compensation and Employers' Liability**

Workers' Compensation Limits                      Michigan Statutory

**Commercial General Liability**

Limit of Liability    \$1,000,000 Each Occurrence

Shall include Independent Contractor Coverage. There shall be no Products / Completed Operations or Contractual Liability exclusion. The County of Osceola is to be named as an additional insured on a primary basis, and this additional insured status shall NOT terminate upon completion of the project / work.

## **Automobile**

### Michigan No-Fault Coverage

Coverage shall apply to any auto, including owned, non-owned, and hired. There shall be no Contractual Liability exclusion.

Consultant must maintain the aforementioned insurance during the term of the contract. A new certificate of insurance shall be provided to the County each year at the time of policy renewal. Failure to maintain the required insurance shall be grounds for contract cancellation.

## Appendix A

### Brownfield Redevelopment Grant / Loan

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Appendix B

Proposal Response Coversheet



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Osceola County, Michigan  
Community-Wide Brownfields Assessment Program

Proposal Response Coversheet

*All Proposals Must Include This Coversheet  
(or this coversheet reproduced on letterhead)*

**TO:** Osceola County  
Community Development Office  
301 W. Upton  
Reed City, MI 49677

**FROM:** \_\_\_\_\_  
Company Name

an individual,  a partnership,  a corporation *(please mark appropriate box)*, duly organized under the laws of the State of \_\_\_\_\_.

The undersigned, having carefully read and considered the Request for Proposal to provide environmental consulting services for the County, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

BY \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Please print name and title)

**PRINCIPAL OFFICE ADDRESS**

Street Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Email Address \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

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## Appendix C

### Detailed Budget Sheet

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Osceola County, Michigan  
Community-Wide Brownfields Assessment Program

Detailed Budget Sheet

***All proposals must include this Budget Sheet and Narrative  
(or this budget sheet reproduced on letterhead)***

**Narrative:** Attach a narrative that addresses all required information and any other information you deem necessary.

Category	Not to Exceed Cost
<i>Activity 1 – Work Plans:</i> In the narrative explain how this portion of the budget will be affected if you can't gain access to a property.	
<i>Activity 2 – Phase I and II Site Assessments:</i> In the narrative explain how this portion of the budget will be affected if you can't gain access to a property or a Phase II Site Assessment is not required at each property.	
<i>Activity 3 – Baseline Environmental Assessments:</i> In the narrative explain how this portion of the budget will be affected if a Baseline Environmental Assessment is not required at each property.	
<i>Activity 4 – Lead, Asbestos, Mold Surveys</i>	
<i>Activity 5 – Response Activity / Due Care Plans:</i> In the narrative explain how this portion of the budget will be affected if a Due Care Plan is not required at each property.	
<i>Activity 6 – Grant Administrative Activities:</i> Include the cost to provide written quarterly reports and attend four Brownfield Redevelopment Authority meetings. In the narrative breakout the cost for each item. If costs for other administrative tasks are included they must be specifically addressed in the narrative.	

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## Appendix D

### Proposal Scoresheet

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Osceola County, Michigan  
Community-Wide Brownfields Assessment Program  
Proposal Score Sheet

<u>Category</u>	<u>Max. Points</u>	<u>Score</u>
<b>General company overview; i.e. personnel, organization, technical resources, etc.</b> – Bidders should provide a general overview of their firm. (IV.A.2 and IV.A.6)	10	
<b>Quality, completeness, and clarity of Proposal and Approach Plan</b> – As a minimum, bidders should state how they will address Activities 1-6. (IV.A.7)	35	
<b>Prior experience with Hazardous Substances / Petroleum projects</b> – Bidders should identify up to 3 projects involving Work Plans, ESAs, BEAs, and Due Care Plans. If possible, identify <u>DEQ projects</u> , if not EPA projects are acceptable. Include a reference (name, phone, email) for each project. (IV.A.4)	30	
<b>Prior experience with Asbestos projects</b> – Bidders should identify up to 2 projects involving Asbestos Surveys. Include a reference (name, phone, email) for each project. (IV.A.5)	10	
<b>Previous working relationship with the Osceola County Community Development Office or Brownfield Redevelopment Authority</b> – Bidders do not need to address. (determined by Osceola County)	10	
<b>Cost</b> – Although a factor, primary concern is successful completion of all activities in a timely manner. (IV.A.8)	5	

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