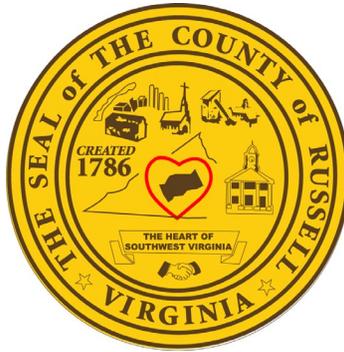


COUNTY OF RUSSELL, VIRGINIA



Request for Qualifications (RFQ) Professional Consulting Services

Three Rivers Destination Center
Brownfields Assessment Grant Project

Issue Date: August 30, 2021
Due Date: September 10, 2021

COUNTY OF RUSSELL
137 HIGHLAND DRIVE
LEBANON, VA 24266
276-889-8011

Statement of Qualifications
Professional Consulting Services
Three River Destination Center
Brownfields Assessment Grant Project
County of Russell, VA

Introduction:

The County of Russell is currently seeking professional services from qualified and experienced firms/consultants to provide environmental, engineering, and planning services to support the County's Three Rivers Destination Center Brownfields Assessment Project. In order to be considered for selection, consultants should have documented experience in providing brownfields-related consulting services associated with projects funded by EPA, DEQ, and other grants.

Specifically, the County has received funding for a Virginia Brownfields Assessment Fund (VBAF) project to perform environmental assessments on a specific project in the County.

Scope of Service:

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

Environmental Assessment Project:

- **Site Characterization and Assessment Activities:** Conduct Phase II Environmental Site Assessment (ESA) for the Three Rivers Destination Center Project. All documents shall be required to be prepared in accordance with the applicable federal, state, and industry standards.
- **Redevelopment Planning and Conceptual Drawings:** Complete site-specific cleanup and redevelopment planning documents, including site remediation work plans and conceptual redevelopment site plans.
- **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.

Response Format:

Submit one (1) original and one (1) electronic copy of the Statement of Qualifications (SOQ). The submittal shall be no longer than 12 pages (including organizational chart) and shall include the information outlined below. To ensure fair and equitable evaluation, proposals should be organized into the following separate sections:

- **Statement of Interest**
The County intends to select one qualified consultant to perform the work.

- Experience and Capacity
The SOQ shall include a description of the firm’s experience and capacity in providing the services as described herein;
 - Brownfields grant application writing and grant administration;
 - Brownfields project experience (EPA, DEQ, and private Brownfields experience);
 - Description of the firm's organizational structure and the names and experience of key individuals that would be assigned to this project, including professional registrations, site investigations, and experience working with the EPA and VDEQ; and,
 - Experience in site reuse planning/assessments and successful projects.
- Proposed Technical Approach and Understanding of Scope of Work
The SOQ shall include a description of the approach the firm will take to complete the scope of work described herein. Include a description of the specific tasks that will be provided by your firm and the timing of how your firm proposes to undertake the work. Also, please address the role and responsibilities of County staff in this project, and whether there would be any out-of-pocket expenses for the County.
- References
The SOQ 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.
- Conflict of Interest
Please disclose any potential conflicts of interest.

Selection Criteria

Responses will be evaluated on the following criteria:

- Experience and ability to complete the work - 35 points
- Demonstrated brownfields experience including successful grant writing and administration - 20 points
- Technical approach and understanding of the scope of work - 20 points
- Quality of performance on Brownfields projects - 15 points
- Billing rates – 10 points

All SOQ’s must be received by 3:00 pm on September 10, 2021. Responses must be sealed and clearly marked on the outside mailing envelope – “Three Rivers Destination Center Brownfields Assessment Project”. Please mail or deliver to: County Administrator Office, 137 Highland Drive, P.O. Box 1208, Lebanon, VA. 24266

Prior to award, an oral presentation to the County 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 SOQ response without oral presentations.

Award of Contract

In accord with the Code of Virginia §2.2-4302.2, the County shall engage in individual discussions with two or more firms deemed fully qualified, responsible, and suitable, based on the initial responses and with emphasis on professional competence to provide the required services. At the conclusion of these discussions, based on the evaluation factors published in the request for qualifications, the County shall select in the order of preference two or more firms whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offerors ranked first. If a contract or contracts satisfactory and advantageous to the County can be negotiated, the awards shall be made to that firm or firms. Otherwise, negotiations with the firm or firms ranked first shall be formally terminated and negotiations conducted with the offerors ranked second, and so on until such a contract can be negotiated.

Should the County determine in writing and in its sole discretion that only one or two firms are fully qualified, or that one or two firms are clearly more highly qualified than the others under consideration, a contract or contracts may be negotiated and awarded to that firm. Firms not selected shall be notified in writing.

The County may cancel this Request for Qualifications or reject all submissions at any time prior to an award.

Contact Information:

Questions should be submitted in writing to the Lonzo Lester, County Administrator, by email to lonzo.lester@russellcountyva.us.

GENERAL TERMS AND CONDITIONS

1. Proposals shall be submitted at the place and time specified in the RFQ advertisement. Submit the proposal in a sealed envelope. Identify the envelope with project name "*Three Rivers Destination Center Brownfields Assessment Project*" and the name and address of Offeror. No responsibility will be attached to any Officer or Agent for the premature opening of a proposal not properly addressed and identified.
2. It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the closing time set for receipt of proposal. No proposal received after the time designated shall be considered. The Officer or Agent, whose duty it is to accept the proposals, will decide when the specified time has arrived.
3. If any respective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the department which is named on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the County.
4. Offerors are advised that oral explanations or instructions given by County Personnel during the Request for Proposals process, or at any time prior to the award shall be nonbinding.
5. Persons intending to submit a proposal are specifically cautioned that the Offeror is barred from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.
6. Modifications, additions or changes to the Terms and Conditions of this Request by the Offeror may be cause for rejection.
7. 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 Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
8. Payment for completed approved service will be made within thirty (30) days upon receipt of the invoice. The County of Russell has the right to verify information contained on any invoice and extend the time of payment until information is received to correct any errors found therein.
9. Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired.
10. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.
11. In the case of default by the successful Offeror or failure to deliver goods ordered by the time specified, the County, after due written notice, may procure them from other sources and hold Offeror responsible for any resulting additional purchase and administrative costs.

12. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

13. By submitting their proposal, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act.

14. By submitting their bid, the bidder certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

15. During the performance of this contract, the contractor agrees as follows: (This section shall apply to all contracts over \$10,000)

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of these requirements.

16. The contractor shall include the above provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. By submitting their proposal, the Offeror certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

18. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free

workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

19. By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods covered by the solicitation, nor are they an agent of any person or entity that is currently debarred.

20. The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.

21. Upon award of a contract, it shall not be assignable by the contractor in whole or in part without the written consent of the County.

22. Changes to the contract can be made in any of the following ways:

a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

b. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing of shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized.

23. The County reserves the right to reject any or all proposals, in whole or in part, to make separate awards, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the County to be in its best interest. Due consideration will be given to price, previous experience and the ability of the Offeror to render required services.

24. The County shall not discriminate against any bidder, Offeror, or contractor in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the bidder or Offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

25. Cancellation of Contract -The County reserves the right to cancel any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders prior to the date of cancellation.

26. Availability of Funds -It is understood and agreed between the parties that the County shall be bound only to the extent of the funds available, or which may become available for the purpose of this agreement.

27. Insurance Requirements:

a) Indemnification - The Offeror agrees, to the fullest extent of the law, to indemnify and hold the County harmless from and against all losses, damages, injuries, claims and demands whatsoever, regardless of the case thereof, and expenses in connection therewith, including reasonable counsel fees arising out of or incidental to the performance of the Offeror's duties and responsibilities under any agreement that results from this request for proposals. This covenant of indemnity shall continue notwithstanding any revocation or termination of any agreement that results from this request for proposals. The Offeror shall be given prompt notice of any claims, demands or causes of action, and reasonable opportunity to defend the same.

b) Insurance - The Offeror shall secure and keep in force, at its sole cost and expense, the following insurance policies which shall be in form and content satisfactory to the County and shall be issued by insurance companies qualified to do business in the Commonwealth of Virginia.

Property Damage and Liability Insurance - Policy of property damage and public liability insurance which shall protect the County and such other persons as the County shall designate against any liability imposed by law upon the County, the Offeror, or both. Coverage shall include damages for loss of or damages to property, or for bodily injuries, including death suffered or claimed by reason or in consequence of any act or omission of any act by an employee or agent of the Offeror. Such insurance shall be on a comprehensive General Liability form with limits of \$1,000,000 each occurrence, \$1,000,000 aggregate and bodily injury liability to include: premises operations products, complete operations, contractual and broad form property damage.

Worker's Compensation and Other Insurance - The Offeror shall carry such Worker's Compensation Insurance and other insurance on its employees and agent performing services under this contract, as is required by the Code of Virginia.

c) Upon award, the Offeror shall provide the County with a certificate of insurance. Policy coverage shall be maintained during the entire term of the contract.