



TOWN OF GRAY

Henry Pennell Municipal Complex
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www.graymaine.org

OFFICE OF THE TOWN MANAGER

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REQUEST FOR QUALIFICATIONS FOR
QUALIFIED ENVIRONMENTAL PROFESSIONAL SERVICES FOR
EPA BROWNFIELDS ASSESSMENT

Issued: September 9, 2022 | Due: September 30, 2022

The Town of Gray, Maine (“the Town”) is seeking a Qualified Environmental Professional (QEP) to carry out necessary tasks (Phase I/II Environmental Site Assessments, Cleanup Planning, etc.) associated with its US Environmental Protection Agency-funded Brownfields Assessment Program. The Town invites a submission of qualifications from QEP Firms for professional services to perform these tasks.

I. GENERAL INSTRUCTIONS

A. Timeline for Selection & Project Completion

The timing and sequence of events resulting from this RFQ will ultimately be determined by the Town. The expected timeline is as follows:

- September 16, 2022: Questions/clarifications regarding RFQ due
- September 20: Addenda issued, if needed, by 1:00 PM EST (via Town website only)
- September 30: Submissions due by 12:00 PM EST
- October 18: Submissions reviewed; Winning respondent recommended to Town Council at their meeting
- October 19: Winning respondent notified; contract negotiated
- November 1, 2022: Date at which contract term will begin, pending approval of final contract by both parties.

B. Submissions Format and Terms

1. An electronic copy of the submission in PDF format shall be delivered via email to: Nate Rudy, Town Manager, Town of Gray at: nrudy@graymaine.org. The email subject heading should be “EPA Brownfields Assessment - QEP.”

2. Qualifications must be submitted to the Town by the time and date specified in section I.A.
3. It is the respondent's responsibility to ensure that submissions are received prior to the specified closing date and time. Submissions received after the specified closing date and/or time may not be considered. The Town shall not be responsible for the proper identification and handling of any qualifications submitted.
4. By submitting qualifications, a respondent is accepting the General Instructions, Terms and Conditions, and Evaluation and Selection Processes outlined in this RFQ.

C. RFQ Clarification and Pre-Submission Conference

Questions and requests for clarification regarding this RFQ must be directed via email to the person listed in Section I.B. Addenda will be issued, as needed, solely through the Town website at: www.graymaine.org.

II. SCOPE OF THE REQUEST FOR QUALIFICATIONS

A. Introduction and Background

Gray is in northern Cumberland County, which is in southern Maine. Located along the Maine Turnpike (I-95), Gray is home to 8,300 people and features lakes, open spaces, residential neighborhoods, and a Village Center that is a focus area for new development under the Town of Gray's 2020 Comprehensive Plan. The Town of Gray has a Council / Manager form of government, with the Town Manager operating as the administrative head of the Town. The Town currently has three active TIF districts.

The Town of Gray, Maine was awarded a \$500,000 U.S. EPA Community-Wide Brownfields Assessment Grant in 2022 and may receive additional Brownfields funding in the future. These funds will be utilized to assess sites in our Target Area described below and throughout the Town.

B. Scope of Work

The Target Area for the Town's Brownfield program will be the Gray Village Center intersection of the I-95, Route 26 / 26A, Route 202 / 302 Main Street, Route 115 Yarmouth Road, and Route 100/Portland Road corridors, which extends from the Village Center into neighborhoods approximately one and one-third miles out within the Town of Gray. The potential brownfield sites that have been identified in our Target Areas as part of our preliminary inventory range from small, single-lot dry cleaners and gas stations to gravel mines that occupy land more than 50 acres. These brownfield sites are estimated to encompass more than 150 acres of land within the

Town of Gray and include abandoned mills, gravel pits, junkyards, buildings/land associated with the railroad, and other former industrial facilities located in the Gray Village and Route 100/Portland Road Corridor. These sites have caused environmental, health, and welfare impacts. Historic use of petroleum, chlorinated solvents, paints, lacquers, and other organic compounds have resulted in volatile organic compound contamination; and former industrial processes have resulted in heavy metal (including lead, arsenic, chromium, and mercury) contamination in soil, groundwater, and soil vapor. Additionally, many of these buildings have identified hazardous building materials, including asbestos, polychlorinated biphenyls (PCBs), lead paint, and universal wastes. Our potential brownfield sites have negatively impacted the Target Areas and surrounding corridors, evidenced by underutilized structures and properties, depressed property values, and in a disparity between business growth and economic opportunity in surrounding municipalities vs. the Town of Gray.

III. QUALIFICATIONS PREPARATION AND SUBMISSION

D. Required Submission Content

Responses to this RFQ should include:

1. The QEP's qualifications, years in business, capacity to provide or contract comprehensive services related to the project, and relative experience to provide the services required by the Town.
2. Summaries of at least three (3) similar assessment projects related to brownfields the firm has worked on in the past three years. If possible, include projects like what you propose / anticipate in Gray.
3. Identify the Project Management team who will be assigned to this project, their relevant qualifications related to the project, and their experience completing EPA Brownfields assessment projects. Please include billing rates, fringe rates, subcontractor markup rates, and other cost information, including how mileage and travel time will be charged, that may apply to work related to the project.

Submissions must be limited to ten (10) pages total or less (including cover letter).

The submission must include the following information supporting the respondent's expertise in providing the required services:

1. Proof of insurance at levels required in the Terms of this RFQ. (This is to be attached as an addendum and is not part of the submission page limit.)

2. The submission must be signed on a cover letter or elsewhere by the person submitting the submission or a duly authorized representative of the firm submitting the submission. The signature shall include the title of the individual signing the submission.

IV. SUBMISSION EVALUATION

The Town's QEP selection will be made by the Gray Town Council based on a recommendation from the Town Manager, with input from the Town's Brownfields Advisory Committee. The Town may request in-person visits, in Gray, with one or more respondents. The selection will be based on the following criteria:

1. Firm's Qualifications: Does the respondent have the support capabilities, including personnel and technology, to complete the project? Has the respondent successfully completed previous projects of this type and scope? – 30 Points
2. Personnel Qualifications: Do the people who will work on the project have the necessary skills? Are enough skilled people assigned to the project? – 30 Points
3. Familiarity with and approach to Brownfields Assessment Projects – 30 Points
4. Understanding of Gray's Brownfields Goals, and Other Factors – 10 Points

The Town may in its sole discretion, also consider additional factors or modify the criteria set forth above.

V. PROPOSAL ACCEPTANCE

Any respondent whose submission is selected will be expected to sign a contract with the Town.

The Town reserves the right to reject any or all of the submissions and to waive any deviations or irregularities at its sole discretion. Any submissions received after the deadline may be rejected.

The Town may amend the terms or cancel this RFQ any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's response not being considered.

VI. TERMS AND CONDITIONS

AUTHORITY: This Request for Qualifications (“RFQ”) of offers for professional services is issued in accordance with the Town Charter and fiscal policy of the Town.

SCOPE: The terms of this RFQ apply in like force to this qualifications submission process and to any subsequent contract resulting therefrom.

OWNERSHIP: All responses to this RFQ are to be the sole property of the Town. Respondents are encouraged **not** to include in their responses any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

Any product, whether acceptable or unacceptable, developed under any contract awarded resulting from the RFQ is to be the sole property of the Town.

INVESTIGATION: Respondents submitting qualifications shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFQ and any resulting contract(s). By submitting qualifications, a firm represents that it has read and fully understands this RFQ and any addenda.

CLARIFICATION OF RFQ: Firms who request a clarification of the RFQ requirements must submit questions in writing in the manner and by the deadline specified in Section I of this RFQ, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be received by the Town no later than the date or time stated herein. Oral instructions or information concerning this RFQ provided by the Town or its employees and agents to prospective firms shall not bind the Town or its committees.

ADDENDA: Any substantive change or clarification to this RFQ will be made by written addendum issued as specified in Section I. The Town is not responsible for any explanation, clarification, response, or approval made or given in any manner except by authorized addendum.

ALTERNATE TERMS AND CONDITIONS: Alternative terms and conditions are not encouraged and, unless explicitly accepted by the Town, are deemed to be rejected.

COST OF PREPARING QUALIFICATIONS: This RFQ does not commit the Town to pay any costs incurred by a firm in preparing and submitting qualifications or in

making and preparing necessary investigations, studies, or designs, or for procuring or contracting for services to be furnished under this RFQ.

CANCELLATION: The Town or its authorized staff or committees reserve the right to modify, revise or cancel this RFQ, without liability to any firms at its sole discretion. The receipt and review of submissions or the completion of interviews do not obligate the Town or its authorized staff or committees to award a contract.

LATE SUBMISSIONS: Submissions received after the scheduled closing time for filing may be rejected by the Town and its authorized staff and committees, without liability to a firm. Respondents assume all responsibility for the timely submission of submissions in accordance with this RFQ. The Town and its authorized staff and committees shall have no obligation to consider late-filed submissions.

SPECIFICATIONS AND STAFF ASSIGNMENT: Firms must submit qualifications in accordance with the terms and conditions and the scope of services set forth in this RFQ. The respondent must certify that the personnel identified in its response to this RFQ will be the persons who will work on the project. Any additions, deletions, or changes in personnel from the submission during the agreement period must be approved by the Town, except for personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Town. At its discretion, the Town may require the removal and replacement of any of the respondent's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.

PAYMENT: Any payments to be made by the Town from any subsequent contract resulting from this RFQ will be made by authorized personnel only.

CONFLICT OF INTEREST: A respondent submitting a submission thereby certifies that no elected or appointed official, agent or employee of the Town who has a pecuniary interest in this RFQ has participated in the preparation of this RFQ or contract negotiations; that the submission is made in good faith without fraud; that the respondent is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the respondent (including all subcontractors) is able to perform all the services specified in this RFQ without any conflict of interest. A breach of this provision shall be deemed an anticipatory default under the terms of any contract issued in accordance with the RFQ.

ASSIGNMENT: The selected respondent will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, firm, company or corporation without the previous consent and approval in writing from the Town Manager.

INSURANCE: The selected firm shall be required to carry Professional Liability Insurance and General Liability Insurance. Submissions must specify the carrier and coverage limits of no less than \$1,000,000 per occurrence. A certificate of insurance shall be provided to the Town, providing that coverage shall not be cancelled without thirty days' notice.

AWARD: All contracts which are based on competitive qualifications will be awarded according to the provisions in the RFQ. This RFQ is not a commitment by the Town to enter a contract for the services requested herein with any particular entity or firm. The Town reserves the right, in its sole discretion, to withdraw this RFQ at any time prior to entering into such a contract and/or to reissue the RFQ at a later date, if in the Town's sole estimate it is in the best interest of the Town to do so. The Town and its authorized staff and committees reserve the right to reject any or all qualifications, wholly or in part, or to award multiple contracts in whole or in part, at its sole discretion. The Town and its authorized staff and committees also reserve the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the submission, and do not improve the firm's competitive position. All awards will be made in a manner deemed in the best interest of the Town.

LICENSES: The selected firm shall be responsible for obtaining and maintaining all necessary licenses, permits and authorizations to perform work in the United States, the State of Maine, and the Town of Gray, at no cost to the Town.

PRICING: The respondent agrees that its response will remain valid for a period of ninety (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

COLLUSIVE BIDDING: By submitting a response to this RFQ, their signature on a submitted submission is a guarantee by the respondent that the prices quoted have been arrived at without collusion with other eligible contractors or any other persons or entities in a manner that has the effect, or potential effect, of precluding the Town from obtaining the lowest possible competitive price. A submission shall be signed by the person or persons legally authorized to bind a contractor to a contract.

AUDIT REQUIREMENTS: A firm that is awarded a contract under this RFQ shall maintain such records as are required by the Town to allow the Town to fulfill its reporting requirements to the United States Environmental Protection Agency, the State of Maine, or other government agencies. A successful firm shall allow the Town or other agencies authorized by the Town, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

HOLD HARMLESS CLAUSE: The selected firm shall indemnify the Town of Gray from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act of commission by the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such firm.

VENUE: The venue for any legal action or proceeding involving this RFQ and any resulting contract shall be primarily by mediation, or as necessary in a court of competent jurisdiction in Cumberland County, Maine, without regard to conflicts of law principles.