

FLINT HILLS REGION

FLINT HILLS REGIONAL COUNCIL REQUEST FOR PROPOSAL (RFP)

EPA Brownfield Assessment Grant Writing & Implementation Services
US EPA Brownfield Grant
RFP #21-04

Issued: August 31, 2021

PROPOSAL SUBMISSION DEADLINE:

Dated/Postmarked by Thursday, September 30, 2021

OR by e-mail to Jwilliams@flinthillsregion.org by 5pm CST September 30, 2021

NO LATE PROPOSALS WILL BE ACCEPTED

Pre-Proposal Conference will be held online via zoom:

Flint Hills Regional Council is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference - EPA Brownfield Assessment Grant Writing and Implementation Services RFP 21-04

Time: Sep 10, 2021 10:00 AM (CST)

Join Zoom Meeting

<https://us02web.zoom.us/j/85734709934>

Meeting ID: 857 3470 9934

Find your local number:

<https://us02web.zoom.us/j/85734709934>

RETURN THIS COVER SHEET WITH RESPONSE TO:

FLINT HILLS REGIONAL COUNCIL
PO BOX 514
OGDEN, KANSAS 66517

Or emailed to jwilliams@flinthillsregion.org

NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:

Contact Person:

Title: _____

Phone: _____

Email: _____

Signature: _____

Printed Name: _____

For Additional Information:

Janna Williams, Regional Planner

jwilliams@flinthillsregion.org

Request for Proposal

Flint Hills Regional Council, Inc. (FHRC) invites participation in this Request for Proposal (RFP) for experienced and qualified environmental consulting firms to provide grant application assistance, grant and project management, environmental inventory and assessment implementation related to the United States Environmental Protection Agency (US EPA) brownfield grants, including but not limited to applications for the United State EPA Community-wide Assessment Grants for Hazardous Substances Brownfields and Petroleum Brownfields as part of the US EPA Brownfields Grant Competition for Fiscal Year 2022 (FY 2022). Flint Hills Regional Council's Request for Proposal is being conducted in compliance with 2 CFR 200.317-326.

The Flint Hills Regional Council, Inc. is a non-profit 501(c)3 serving as a voluntary service association of local Kansas governments to provide services of mutual benefit to the region that are best gained from cooperation and partnership. The mission is to enhance economic viability and improve quality of life through regional collaboration throughout the Flint Hills. FHRC is seeking to enter a professional services agreement with a qualified firm that will be selected by an evaluation committee using the scoring criteria as listed in this RFP.

1.0 SUBMISSION OF PROPOSALS

- 1.0. Responding contractors shall submit the proposal via **e-mail OR one (1) original hard copy** proposal with flash drive of all proposal documents saved in PDF or Microsoft Office Suite formats in sealed packages adequate to contain and protect the proposals within. Proposer's name and address as well as the RFP number and title shall be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

1.1. E-mail OR Mail Responses to the Following Address:

E-mail:

jwilliams@flinthillsregion.org

Mail:

The Flint Hills Regional Council, Inc.
PO Box 514
Ogden, Kansas 66517

2.0 DELIVERY OF PROPOSALS

Proposals shall be e-mailed or postmarked no later than 5pm CST, Thursday, September 30, 2021 to address provided above. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1.1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer will be the responsibility of the Proposer. Proposals shall be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

Late, incomplete, and/or non-compliant proposal documents will not be accepted under any circumstances. Before the final selection, proposers may be required to submit additional information, which the evaluation committee deems necessary to complete the evaluation of qualifications further.

3.0 PROPRIETARY INFORMATION

- 3.0** If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- 3.1** Proposers are advised that the FHRC, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Kansas Open Records Act, particularly after the RFP process has ceased and the Contract has been awarded.

4.0. COMPLETION OF RESPONSES

- 4.0** Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the FHRC.
- 4.1** Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 4.2** All submittals, responses, inquiries, or correspondence relating to or about this RFP, and all reports, charts, and other documentation submitted by the Proposer shall become the property of the FHRC when received.

5.0. CLARIFICATIONS AND ISSUANCE OF ADDENDA

- 5.0** Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP shall be requested from Janna Williams, Regional Planner, by **September 17, 2021, by 5 PM CST.**
- 5.1** If the FHRC, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the FHRC, and Proposers shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the contract are not binding.
- 5.2** Requests for explanations or clarifications may be emailed to jwilliams@flinthillsregion.org. Emails shall clearly identify the RFP Number and Title in the subject line of the e-mail.
- 5.3** Any interpretations, corrections, or changes to this RFP will be made by addendum. Proposers shall acknowledge receipt of all addenda within the responses.

6.0. WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0. AWARD OF CONTRACT

7.0 It is understood that the FHRC reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interest of the FHRC.

Receipt and consideration of any Proposals shall under no circumstances obligate the FHRC to accept any Proposals or award any contract for service. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.1 The FHRC reserves the right to award a single contract or multiple contracts to meet the needs of the listed Scope of Work.

Tentative Schedule of Events

RFP Release Date	Monday, August 31, 2021
Pre-Proposal Conference	Friday, September 10, 2021, 10:00 AM (CST) via Zoom
Deadline for Questions	Friday, September 17, 2021, 5:00 PM (CST)
Proposals Due Date	Thursday, September 30, 2021, by 5:00 PM (CST)
Proposals Evaluated	October 1-8, 2021
Contract Negotiations	October 8 - 11, 2021
Board Approval	October 15, 2021
Contract Execution	October 15 - 20 2021
Services Begin	Upon full execution of agreement

Note: Contract Negotiations, Board Approval and Contract Execution timeline may be delayed depending on availability of evaluation committee to review and score each proposal.

8.0. PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the FHRC, constitutes a valid and binding contract as to any and all items accepted in writing by the FHRC. The period of acceptance of proposals is one hundred eighty (180) calendar days from the date of opening unless the Proposer notes a different period.

9.0. TAX EXEMPTION

The FHRC is exempt from Federal Excise and State Sale Tax; therefore, tax shall not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the FHRC shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0. NEGOTIATIONS

The FHRC reserves the right to negotiate all elements that comprise the successful proposer's response to ensure that the best possible consideration be afforded to all concerned.

12.0. CONTRACT INCORPORATION

The contract documents shall include the RFP, the Response to the RFP, and such other terms and conditions as the parties may agree.

13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Operator," shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the Flint Hills Regional Council's endorsement of the successful Proposer's services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the FHRC or officials of FHRC members or associated officials other than the Regional Planner or Executive Director of the FHRC, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the FHRC Board of Directors, members of the RFP evaluation, interview, or selection panels, FHRC staff (other than the Regional Planner or Executive Director), or directly or indirectly through others, seek to influence any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

15.0. PROPOSAL EVALUATION PROCESS

- 15.0** An evaluation committee will evaluate the responses to this Request for Proposal, may interview one (1) or more contractors/firms, and may recommend one (1) or more firms to the Board of Directors. Selection of a contractor/vendor may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- 15.1** The FHRC's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview, if deemed necessary.
- 15.2** Proposals will be evaluated and rated according to the following scale for all factors except for the Cost.

- 1 Does not meet needs or minimum goals or standards
- 2 Meets minimum goals or standards
- 3 Exceeds required goals or standards
- 4 Exceeds required goals or standards and provides an exceptional value to the FHRC

15.3 Points will be allocated to proposals based on the average rating received from the evaluation committee members. The maximum points available for each evaluation factor are listed in section 16.0 below.

15.4 The evaluation committee will score the proposals and a recommendation will be made to the Board of Directors for award of contract to provide the requested services to the Flint Hills Regional Council.

15.5 The FHRC reserves the right to reject any or all proposals.

16.0. PROPOSAL EVALUATION FACTORS

16.0 Contractor's Qualifications and Relevant Experience – up to 45 points available

16.1 Extent to which the services offered meet or exceed the FHRC's requirements – up to 15 points available

16.2 Time required to complete scope of work – 10 points available

16.3 Best Value to provide specified services – up to 25 points available

16.4 Certified Small/Disadvantaged and Minority or Women-Owned Business – 5 points available

17.0. GENERAL PROVISIONS

The Contractor may not assign its rights or duties under an award without the prior written consent of the FHRC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

18.0. ERRORS OR OMISSIONS

The Contractor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor shall promptly notify the FHRC Executive Director in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

19.0. TERMINATION

19.0 Any contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the FHRC with a thirty (30) day written notice prior to cancellation. In the event of termination, the Flint Hills Regional Council reserves the right to award a contract to the next ranked/best Proposer as it deems to be in the best interest of the FHRC.

19.1 Further, the FHRC may cancel this contract without expense to the FHRC in the event that funds have not been appropriated for expenditures under this contract. The FHRC will return any delivered but unpaid goods in normal condition to the Contractor.

20.0. TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the FHRC has reason to question the Contractor's intent to perform, the FHRC may demand that the Contractor give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the FHRC may treat this failure as an anticipatory repudiation of the contract.

21.0. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the FHRC and approved by FHRC Board of Directors.

22.0. VENUE

The agreement(s) will be governed and construed according to the laws of the State of Kansas.

23.0. CONFLICT OF INTEREST

No public official shall have interest in this contract.

24.0. CONTRACT CONSTRAINTS AND CONDITIONS

24.1. All services shall be provided in accordance with applicable requirements, laws of the State of Kansas, and applicable federal laws.

24.2. All procurements utilizing the EPA grant funds will be in accordance with 2 CFR Part 200.317-326.

25.0. INVOLVEMENT OF MINORITY AND BUSINESS ENTERPRISES (MWBE)

Certified small/disadvantaged and minority or women-owned businesses are encouraged to submit proposals for consideration, as five (5) points will be granted to businesses that meet this requirement, and must submit certification as verification as a component of the proposal.

26.0. PAYMENTS

- 26.1. All payment terms shall be “Net 30 Days” from receipt of invoices unless otherwise specified in the proposal.
- 26.2. Invoices shall be submitted to the Flint Hills Regional Council no more frequently than monthly following completion of the work from the Contractor, inspection, and acceptance of the work.
- 26.3. Discrepancies from work requirements shall be corrected and accepted by the FHRC before submission of an invoice for the work.

27.0. CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the FHRC Executive Director, in writing, of a company name, ownership, or address change for the purpose of maintaining updated records. The president of the company or authorized official shall sign the letter. A letter indicating changes in a company name or ownership shall be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director’s resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

28.0. FLINT HILLS REGION BRIEF DESCRIPTION

The Flint Hills Regional Council is a voluntary service association of local Kansas governments representing twenty-five member jurisdictions within Chase, Clay, Dickinson, Geary, Lyon, Morris, Riley, Pottawatomie, and Wabaunsee counties. These local jurisdictions established the Flint Hills Regional Council in 2010 to provide services of mutual benefit to the region that are best gained from cooperation and partnership.

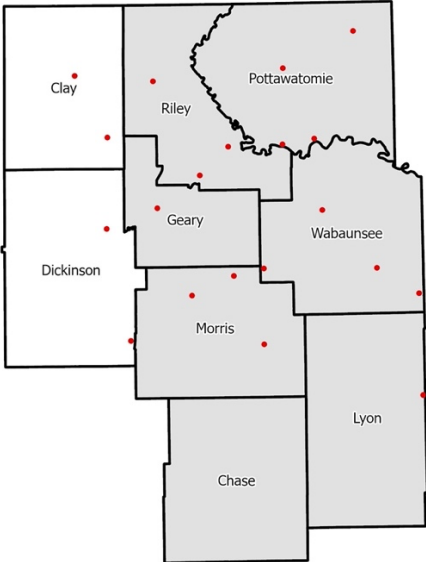


Figure 1 Flint Hills Region

29.0. Flint Hills Regional Council's Prior Experience with EPA Brownfield Coalition Assessment Grants

In 2017, FHRC applied for the EPA Brownfield Coalition Grant and was awarded \$600,000 in 2018 for a three-year grant period, which is currently in its final stages of completion. A regional coalition was formed with Junction City, Lyon County., Riley County and Geary County, and through this process more than 100 site eligibility determinations were approved, 25 Phase I and eleven (11) Phase II Environmental Assessments were conducted. In addition, six (6) Asbestos and Lead Paint Surveys and two (2) Area Wide Plans were developed--one (1) in Junction City, Kansas and one (1) in Manhattan, Kansas. Another success included two underground storage tanks being removed from a catalyst site within the Junction City Area Wide Plan project boundaries. More than 70% of funding has been expended of the total award; and therefore, Flint Hills Regional Council will be eligible for the FY 2022 grant application cycle, of which the notice of funding opportunity is anticipated to be released soon.

30.0 FY 2022 EPA ASSESSMENT COALITION GRANT PROGRAM OVERVIEW

- Assessment Coalitions are designed for one "lead" eligible entity to partner with at least two, but not more than four, eligible entities that do not have the capacity to apply for and manage their own EPA cooperative agreement and would otherwise not have access to Brownfield Grant resources.
- The lead coalition member may submit one application under the name of one of the coalition members and will perform assessment grant activities in each coalition member's community.
- An applicant may request up to \$1,000,000 to assess sites contaminated by hazardous substances, pollutants, contaminants (including hazardous substances co-mingled with petroleum) and/or petroleum.
- The performance period for these grants is four years.

31.0. PURPOSE AND SCOPE OF WORK

The Flint Hills Regional Council, Inc, through this RFP is seeking a qualified environmental consulting firm to provide grant application assistance, project and grant management, environmental inventory and assessment implementation related to the United States Environmental Protection Agency (US EPA) brownfield grants, including but not limited to applications for the U.S. EPA Community-wide Assessment Grant Program for Hazardous Substance Brownfields and Petroleum Brownfields as part of the U.S. EPA Brownfields Grant Competition for Fiscal Year 2022.

The FHRC will serve as the lead agency to oversee an updated coalition agreement, assist the selected consultant with the development of grant application(s) and assist with facilitation and communication between Coalition partners and the consultant, including assisting to identify priority potential brownfield sites to be the focus of the grant application. The successful consultant, under the direction of FHRC, will prepare an Assessment Coalition grant application through the U.S. EPA Brownfield Community-wide Assessment Grant Program for hazardous substances and petroleum sites for \$600,000 - \$1,000,000 for a grant period of four years.

Type of Contract and Contract Term

The FHRC intends to award a contract to one firm to serve as a partner in achieving the goals of preparing a successful U.S. EPA grant application. The contract period would begin immediately following the evaluation committee scoring all proposals received and the FHRC Board of Directors granting authority to enter an agreement. **The successful consultant will prepare the grant applications(s) at its own risk and at no cost to the FHRC.** The contract period will coincide with the grant application period.

If the FHRC is awarded a grant, a second contract will be awarded upon Board authorization to the same firm to implement the U.S. EPA Cooperative Agreement(s) and Work Plan(s), under the direction of the FHRC. The implementation contract will be consistent with the terms and conditions of the Work Plan as agreed upon by the FHRC and by the U.S. EPA after grant award. The contract period will coincide with the grant period.

Any grant award will support grant eligible programmatic activities as outlined and approved within the grant scope, including community outreach and allowable administrative activities. The FHRC will work with the consultant to develop the grant budget for the application.

For implementation of any successful grant awards, it is assumed that the work will be specified and completed in accordance with the budget and scope developed as part of the grant application and subsequent work plan as approved by the FHRC and the U.S. EPA. It is assumed that since the assessment grants are 100% funded, the FHRC would not incur any out-of-pocket expenses.

The selected qualified consultant will be expected to provide a wide range of services to FHRC for the application and implementation of the US EPA Brownfield Assessment Grant including, but not limited to, the following:

Grant Application – Scope of Services

1. Complete all necessary research and analysis required to submit a completed grant application(s).
2. Assist FHRC in forming a coalition of governments in the Flint Hills Region by acting as an expert resource and providing information to FHRC about brownfield assessment and remediation.
3. Assist FHRC in compiling any associated demographic data to bolster the grant application.
4. Work with FHRC to facilitate community outreach activities as needed to enhance the grant application.
5. Assist FHRC in prioritizing and selecting the appropriate sites to include in the grant application consistent with the objective of the EPA Brownfield Assessment Grant program.
6. Attend meetings and provide professional expertise in discussions regarding preliminary selection of focus sites and updates on grant application progress.

The Brownfield Assessment Grant application will be developed in partnership with FHRC. FHRC is responsible for the solicitation of letters of support from the State of Kansas and other regional stakeholders.

Grant Award Implementation – Scope of Services

1. Implement and coordinate necessary activities as required in the Scope of Service of this RFP, the Grant Application Scope, and Work Plan in compliance with U.S. EPA grant guidelines, and direction from Kansas Department of Health and Environment (KDHE), and U.S. EPA Regional staff.
2. Prepare and maintain detailed schedules and budgets for assessment activities.
3. Conduct and oversee all brownfield site assessment activities and studies.
4. Prepare all appropriate technical reports, quarterly reports, and progress reports as required by the U.S. EPA in the Work Plan and/or required by KDHE in print and electronic format.
5. Evaluation of cleanup options and risk assessment analysis and costs.
6. Preparation of a written Quality Assurance Project Plan (QAPP) in compliance with U.S. EPA regulations.
7. Further the existing region-wide brownfield inventory including a petroleum contamination assessment and prioritizing of sites.
8. Attend meetings of FHRC providing professional expertise in discussions regarding prioritization and final selection of sites and updates on grant implementation progress.
9. Conduct Phase I and Phase II Environmental Site Assessments (ESAs) and Lead Paint and Asbestos surveys as determined by the FHRC.
10. Delivery to FHRC completed Phase I and Phase II ESA reports, site investigation reports, remedial action options reports, remedial action plans, and other environmental reports or plans required under the current EPA and KDHE programs governing site investigations and remediation in print and electronic format.
11. Contract and coordinate underground storage tank (UST) removal applications for removal.
12. Conduct field investigations including sample collection and lab analysis.
13. Project management, implementation, and/or technical oversight.
14. Professional advice regarding environmental issues associated with land reuse/redevelopment and related matters.
15. Provide regulatory and financial information as needed.
16. Prepare presentations and/or content for websites and other medias about the grant and/or individual project progress as requested.
17. Develop preliminary budget, financing options, and implementation plan for remediation assessments and cleanup/reuse.
18. Complete contaminant characterization and risk assessments as determined necessary following Phase II activities (as funds allow).
19. Any other task as outlined by the FY 2022 NOFA and/or agreed upon tasks included within the grant application.

Deliverables

The successful consultant will successfully develop a grant application and potentially manage the programmatic elements of the grant to complete the grant scope and maintain relevant records--providing any and all records to FHRC upon request, including all appropriate technical reports as required by the U.S. EPA in the Work Plan and/or required by KDHE in print and electronic format that is acceptable to FHRC.

32.0 GENERAL EXPECTATIONS AND PROPOSAL SUBMISSION REQUIREMENTS

General Expectations

Consultants are asked to submit concise proposals describing their capacity and level of relevant experience with similar projects. The proposals should include a clear outline of how the firm would assist the Flint Hills Regional Council in preparing a successful grant application and meet the requirements of implementing the U.S. EPA Brownfields Community-wide Assessment (Coalition) Grant should FHRC be awarded. Samples of brownfield site inventories Phase I and Phase II ESAs, remedial action plans and reports, and/or sample Area Plans are expected as part of your proposal.

Assembly of Brownfield Coalition Partners

The Flint Hills Regional Council will assist with overall coordination and information sharing of Brownfield Coalition Partners, which may or may not be different than Coalition members from prior grants.

Project Meetings

FHRC anticipates one (1) in-person site visit/coordination meeting may be necessary prior to the grant application deadline. Several regular virtual coordination meetings with FHRC staff will be required prior to the grant application submission. If FHRC is awarded a grant, the consultant will need to plan for monthly meetings with FHRC staff, as well as, quarterly Coalition meetings. An estimated number of meetings during grant implementation will be determined prior to grant application submission.

The consultant will also need to plan for onsite visits/meetings as appropriate to conduct interviews and anything else the consultant feels is appropriate to complete the work of this request and the U.S. EPA Work Plan to FHRC's satisfaction. Consultant will also need to plan for area visits to conduct testing, give presentations, and any follow-up work that may require a physical on-site presence.

Project Management

The selected consultant will be required to assume responsibility for all services offered in the proposal, including any services provided by subcontractors. Further, FHRC will consider the consultant to be the sole point of contact with regard to contractual matters, including payment of any and all charges to the subcontractors resulting from the contract. The consultant is responsible for adherence by the subcontractors to all provisions of the contract and grant requirements and regulations. If the Consultant is using subcontractors, previous projects on which the firms worked collectively should be noted.

Insurance Requirements

The selected firm(s) will be required to meet all insurance requirements as outlined in Exhibit E. This is subject to change should alternative insurance requirements be deemed necessary to ensure compliance with policies and regulations.

Proposals shall include the following components:

32.1 RFP Cover Page

The authorized official and/or the primary contact should complete and sign the RFP cover page.

32.2. Business Organization – This section shall include the firm’s name, areas of expertise, a brief history of the firm, size, office locations, and primary business address of which should be used by FHRC or U.S. EPA. The name, address, and telephone number of the primary contact person regarding the proposal shall be included. If subcontractors are being utilized, similar information should be included for all subcontracted firms and show their relationship to the project team in an organizational chart. Also identify your firm’s access to necessary equipment and facilities relative to this project.

35.3. Proposed Approach for the Scope of Work

Detailed summary of the approach used to carry out this work. The Proposal should follow the narrative and scope of work outlined but provide additional detail on the process to be used to develop the requested deliverables. This should be provided as two separate sections within your proposal outlining your approach for 1) grant writing services and 2) brownfield assessment grant implementation services. Consider the following:

Brownfield Assessment Grant Writing Services Approach

- Provide your understanding of this project and related requirements.
- Provide a description of how your firm will complete and meet all requirements of the U.S. EPA Brownfields Assessment grant application including the firm's approach to planning, organization and managing this process and how this approach is expected to achieve positive results.

Brownfield Assessment Grant Implementation Services Approach

- Address all scope of work issues and indicate how consulting firm will go about accomplishing all the tasks and coordination with the Flint Hills Regional Council.
- Indicate who you would include or involve in the process throughout the project .

35.4 Qualifications, Experience and Capabilities of Assigned Project Leaders

The Proposer must identify personnel that have specific areas of expertise and will be assigned to work on this project. If work is to be performed by a sub-consultant that must be clearly explained.

Specifically, the Proposer's Project Team Leader shall be identified. Resumes may be attached but are limited to no more than one (1) page per person. Do not list individuals who will not be on the final contract document or assigned to this Project. Proposers shall answer a set of questions on the capacity of the firm to perform this work. Provide an executive summary giving a brief description of the qualities associated with the firm including experience that would qualify the firm to be selected to participate in the Project. Include additional information about the organization, its qualifications, date of incorporation, and the experience and qualifications of the personnel designated to work on this Project.

Proposed subcontractors must be identified fully with task assignments set out in detail. Subcontractors will be bound by all the terms and conditions applicable to the Contractor on

this Project. The contractor, however, shall remain fully responsible for the quality of work of subcontractors utilized for this Project.

Relevant Professional Services Experience

- **Relevant grant writing** experience
- **Compliance** with U.S. EPA Brownfield Grant Guidelines and CFR regulations, federal and state environmental statutes and associated regulations, OSHA requirements related to Brownfields Assessments, site redevelopment services (planning, surveying, and engineering), ESAs, brownfield projects, and contaminated site remediation.
- **Relevant grant management** experience
- **Relevant project management** experience

Scientific/Technical Knowledge:

- **Physical/chemical/biological sciences:** Geology/hydrology; soil chemistry/soil mechanics; geophysical/geotechnical methods; chemistry; biology; toxicology; air quality; epidemiology.
- **Risk Analysis:** Risk assessment; toxicology; epidemiology; chemistry; air quality; EPA guidance; risk modeling; biology.
- **Engineering:** Chemical; surveying and mapping; cost estimating; preparation of plans and specifications; methods of resource recovery and alternative hazardous substance treatment; construction management (including storage, treatment and disposal facilities).
- **Environmental Oversight:** Monitoring techniques; design of monitoring programs; installation and operation of monitoring equipment; drilling and installation of groundwater monitoring wells, sampling, and analytical procedures for surface and groundwater, air, soil/sediment, and hazardous substances; biological sampling; personnel and equipment decontamination procedures; use of the EPA's laboratory methods and chain-of-custody procedures.
- **Safety training and/or certifications** relevant to the implementation of the scope.
- **Professional licenses** required to conduct the work.
- **Field staff experience** and qualifications to conduct on-site assessments.

All representative project descriptions provided shall include the year the project was completed, the location of the project, and the name and phone number of a knowledgeable contact person. FHRC may contact references to assess past performance.

35.5. Cost Proposal (Scoring will be conducted based on best value.)

Specific and total costs associated with this effort, using the form provided.

- a. Funding allocated by task with staff assigned and percent of the time to the task
- b. Detailed cost breakdown (*See Exhibit A - Sample Cost Breakdown*)

35.6 Project Schedule / Timeline

Submit a detailed timeline outlining the approach the firm will take to complete all elements of this scope of work meet all deadlines.

35.7. Small/Disadvantaged and Minority or Women-Owned Business

Provide United States issued certification if applicable.

35.8. Project List & References

Provide a list of projects completed in the past five (5) years. This shall include the date, nature of work provided, location of the project, name of project sponsor's project leader with whom the firm worked, estimated project time, and actual time to complete the Project. *(See Exhibit B as a sample template that may be utilized)*

Description of the projects for which it has conducted studies related to the deliverables previously mentioned for the Scope of Work in this RFP. This shall include the date, nature of work provided, location of the Project, name, and contact information of the sponsor's project leader. *(See Exhibit C)*

36.0 PROPOSAL FORMAT

Proposers may submit all required information electronically in pdf format **OR** in one printed hard copy **AND** a thumb drive with a single electronic pdf . If a hard copy is submitted, proposals should be submitted in a standard format on white, 8.5" x 11" paper. If considered necessary for graphic presentation and readability, an 11" x 17"-fold out format may be utilized for maps when applicable. Font size must be no smaller than 11 pt. The margins must be at least one inch on all sides. Number all application pages, including required forms, sequentially. Supporting materials, including resumes, must follow the same guidelines. If necessary, the sample forms provided in the exhibits may be reformatted to combine experience onto a single document if you provide all the requested information and maintain the sequence of the questions so that FHRC can identify the responses. Sample forms may be used if desired.

EXHIBIT A - COST BREAKDOWN SAMPLE

Personnel:			
Name/Role in Project	Number of Hours x Rate	\$	
	<i>Subtotal</i>		\$0.00
Fringe:		\$	
Overhead:		\$	
	<i>Subtotal</i>		\$0.00
	Total Personnel		\$0.00
Direct:			
Travel		\$	
Supplies		\$	
Miscellaneous		\$	
Subcontractors:		\$	
	Total Direct	\$	
Profit/Fee:		\$	
	Total Project	\$	
		Cost	

EXHIBIT B - SPECIFIC PROJECTS COMPLETED SAMPLE FORM

Consultant Name: _____

Project Manager: _____

Project Name: _____

Owner Name: _____

Owner Address: _____

Owner's Representative: _____

Telephone Number: _____

Type of Work: _____

Date Completed: _____ Time to Complete: _____

Estimated Cost: _____ Actual Cost: _____

Subcontractor Used: _____

Subcontractor Address: _____

Type of Work Performed: _____

Subcontractor Contact: _____

Subcontractor Telephone: _____

THIS FORM MAY BE REPRODUCED AS NECESSARY TO PROVIDE ALL INFORMATION REQUESTED

EXHIBIT C - SPECIFIC RELEVANT PROJECT SAMPLE FORM

Consultant Name: _____

Project Manager: _____

Project Name: _____

Owner Name: _____

Owner Address: _____

Owner's Representative: _____

Telephone Number: _____

Type of Work: _____

Date Completed: _____ Time to Complete: _____

Estimated Cost: _____ Actual Cost: _____

Subcontractor Used: _____

Subcontractor Address: _____

Type of Work Performed: _____

Subcontractor Contact: _____

Subcontractor Telephone: _____

THIS FORM MAY BE REPRODUCED AS NECESSARY TO PROVIDE ALL INFORMATION REQUESTED

EXHIBIT D - CONSULTANTS STATEMENT OF QUALIFICATIONS SUMMARY SHEET SAMPLE

Firm Name: _____

Full Address: _____

Professional Organizations to which you have a current membership:

National: _____

State: _____

Local: _____

Education and experience of the top three people who will be assigned to the proposed project team. Include education, professional organizations, experience, and relevant qualifications. Limit Resumes to no more than one (1) page per person.

Project Team Leader: _____

Degrees obtained and granting institution and experience from other firms (list years):

Second person: _____

Degrees obtained and granting institution and experience from other firms (list years):

Third person: _____

Degrees obtained and granting institution and experience from other firms (list years):

What member of your firm would be responsible for the project lead and coordinating the work with project representatives?

How long has your firm been engaged in providing consulting services?

Would your firm's services be immediately available?

Would you plan to give uninterrupted and continuous services until the Scope of Work is complete?

What other Projects is the proposed project team currently engaged in or scheduled to be involved in during the project period?

On a separate page, describe any case in which the firm entered litigation with an owner or contractor. Please indicate the claim(s), the reason for, and the results of the lawsuit. Limit response to no more than one page per case.

**EXHIBIT E - FHRC INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR ALL CONTRACTORS**

The selected firm will be required to meet the following insurance requirements. (Subject to change)

I. Minimum Scope and Limits

- A. Architects and Engineers Errors & Omissions (Professional Liability) coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project. If the firm changes insurance carriers and this policy is provided on a "claims made" basis, the firm will secure the appropriate coverage extension to provide coverage to the project for a period of at least two years following the completion of the project.

Commercial General Liability coverage (the FHRC shall be named as an additional insured)

1. General aggregate limit	per project	\$2,000,000
(Other than Products-Completed Operations)		
2. Products-Completed Operations Aggregate	per project	\$1,000,000
3. Personal and Advertising Injury Limit		\$1,000,000
4. Each Occurrence Limit		\$1,000,000
5. Fire Damage limit – any one Fire		\$ 50,000
6. Medical Expense limit – any one Person		\$ 5,000

- B. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation as required by the State of Kansas. Minimum coverage shall be statutory limits.