

**REQUEST FOR PROPOSALS
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**

Alleghany Highlands Economic Development Corporation
Clifton Forge, Virginia

February 20, 2024

In May 2018, the United States Environmental Protection Agency (EPA) selected the Alleghany Highlands Economic Development Corporation (AHEDC) to receive two Community-Wide Brownfields Assessment Grants to be utilized within the Highlands region. Several communities formed a Brownfields Program Coalition in 2017 that will benefit from this funding. The Coalition member localities include Alleghany County, the City of Covington and the incorporated Towns of Clifton Forge and Iron Gate in western Virginia. This federal funding (\$600,000) is dedicated to the assessment of sites potentially impacted by hazardous substances and petroleum and will be used to develop a site inventory and database, conduct Phase I and Phase II Environmental Site Assessments (ESAs), prepare related work documents, plan for potential site response, clean-up and redevelopment actions, and provide assistance with associated grant activities, such as administration and community engagement activities.

The purpose of this Request for Proposals (RFP) is the procurement of environmental consulting services to be performed under the above-referenced EPA grant funding to support AHEDC's Brownfields Redevelopment Program.

AHEDC will receive sealed proposals until:

 3:00 p.m. on Monday, March 22, 2024

Submittals must be addressed to Mr. Bryan Thompson, Interim Director, and delivered by parcel post or hand delivery to:

Alleghany Highlands Economic Development Corporation
9102 Winterberry Ave
Covington, VA 24426

Submittals received after the above time and date will not be considered and will be returned to the Offeror unopened.

All inquiries regarding proposal format or submittal procedures shall be directed to Terri McClung via phone: (540) 862-0936 or email: bryan@ahedc.com. No other contacts with AHEDC shall be made during the solicitation period.

Scope of Services

The successful Offeror shall furnish all labor, materials, tools, equipment, supplies and incidentals, required or implied, for the complete and satisfactory performance of environmental consulting services as defined by the following tasks:

Task 1: Cooperative Agreement Oversight and Community Engagement: Provide assistance to AHEDC staff with **Oversight Activities** integral to achieving the purpose of the grant, such as program development, performance monitoring, preparing quarterly and annual program reports, property reporting through EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES), preparing financial status reports, and administering project closeout. With regard to **Community Engagement Activities**, provide technical assistance and coordination with AHEDC staff to engage and maintain interaction with stakeholders throughout the project period. Primary activities include, but are not limited to, (1) developing news releases for local media and content for special brownfields pages on AHEDC and Coalition member websites to provide project updates, post reports and summaries of findings, and cite success stories; (2) preparing educational / outreach materials describing the program and its benefits to property owners, developers and citizens; (3) conducting windshield tours for prospective developers; and (4) facilitating advertised public informational meetings for affected residents and businesses approximately once per year per member locality (9 total).

Task 2: Brownfields Inventory Mapping / Database, Preliminary Site Characterization, Eligibility Determination, Prioritization and Access Coordination: Develop and maintain a GIS brownfields site inventory map and database to include candidate sites in all Coalition member localities. Assist AHEDC in evaluating inventoried properties, which will be characterized, prioritized, and selected for assessment from a pool of candidate sites. Upon final site selection by AHEDC staff, consultant will prepare preliminary documentation as required by the EPA Brownfields Program to confirm site eligibility with EPA, and, when applicable, with Virginia DEQ for petroleum sites.

Task 3: Phase I ESAs: Upon receiving favorable eligibility determinations and access from property owners, consultants will conduct Phase I ESAs for both hazardous and petroleum sites. The ESAs will be completed consistent with ASTM E1527-13, which meets EPA's latest All Appropriate Inquiry standard. Actual number of Phase I ESAs conducted by consultants will depend upon varying cost considerations such as site size, past uses, and number of Recognized Environmental Conditions (RECs). AHEDC staff will provide assistance in securing access, monitoring activities, and reviewing and submitting reports for EPA approval upon completion of each Phase I ESA.

Task 5: Phase II ESAs: Based on the Phase I ESA results, sites will be evaluated to determine which eligible properties require Phase II ESAs, including collecting soil and groundwater samples, performing laboratory analyses, and preparing summary reports with recommendations for further action, if warranted. Actual number of Phase II ESAs to be conducted by consultants will depend upon varying cost considerations.

Task 6: Project Work Plans: It is anticipated that some assessed sites will require project work plans and quality assurance documents, including a generic Quality Assurance Project Plan applicable to all sites, Site Specific Sampling Plans, Site Eligibility Determination Requests, Property Profile Forms, and other related documents. Actual number of project work plans to be prepared by consultants will depend number of sites evaluated based upon varying cost considerations.

Task 7: Preliminary Planning for Remediation and Redevelopment: Preliminary remediation plans will be prepared to review alternatives for further environmental investigation and/or remediation if warranted. Preliminary cost estimates will be developed for each alternative and an evaluation report will be prepared and coordinated with EPA and DEQ (where required) for concurrence and approval of any proposed remedial actions. Consultant will assist AHEDC staff in working with stakeholders to conduct preliminary redevelopment planning for some of these properties, incorporating cost-benefit analyses to determine best reuse and economic potential of the sites, informing citizens of site findings, and gathering input for redevelopment plans.

Evaluation Criteria

Proposals will be evaluated on the following criteria:

A. Experience and Performance References from Previous Projects (25%)

Responders shall list previous and/or current experience with EPA- and DEQ-funded Brownfields assessment projects in Virginia, including reference contacts and phone numbers.

B. Qualifications and Availability of the Specific Individuals to Provide Services: (25%)

Responders shall provide resumes of each individual and/or team member assigned to this project. Availability of each individual or team member is critical. On-demand inspections and responses to emergencies will be required.

C. Proximity to the Project: (25%)

Responders should be located within a reasonable travel time of Alleghany County, Virginia. AHEDC believes that quick response time, frequency of inspection visits, availability for management team meetings, and knowledge of the project area are vital to quality control.

D. Reasonableness of Price (25%)

Selection Process

After each proposal has been screened, they will be ranked in priority order and the two or three highest ranked responders may be asked to attend interviews. If interviewed, AHEDC staff will select one responder from the interview process to begin negotiations. If a contract cannot be successfully executed with the leading candidate, AHEDC will move on to the second ranked candidate and so on until a contract has been successfully executed. Should AHEDC determine, in writing and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that Offeror without interviews.

Proposal Submittal Requirements

Responders shall submit 5 copies of their proposal to the address listed on page one. The submittal shall address each of the evaluation criteria listed above. Each responder is cautioned not to submit responses in any other manner than that listed above. Any contact or submittal that does not follow the above instructions will be rejected. Proposals should be prepared simply and economically, providing a straightforward, concise description of the responder's ability to meet the requirements of the RFP, keeping the submittal to a maximum of no more than twenty-five (25), two-sided pages in length, excluding cover letter, proposal cover, table of contents, and required proposal attachments, if any. Emphasis should be on completeness and clarity of content.

AHEDC is an Equal Opportunity Employer and will not discriminate on the basis of race, color, religion, sex, national origin, age, or handicap. Minority and female-owned firms are encouraged to participate. AHEDC reserves the right to reject any or all proposals and to conduct business with the most responsive responder in the best interest of AHEDC.

Offers shall comply with the following:

- The President's Executive Summary Order # 11246 prohibiting discrimination in Employment regarding race, color, creed, sex or national origin

- The President's Executive Order # 12138 and # 11625 regarding utilization of MBE/WBE firms
- The Civil Rights Act of 1964
- The Americans with Disabilities Act of 1990
- The Age Discrimination and Employment Act

Offerers must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the AHEDC Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions the Offeror takes exception to or seeks to amend or replace, as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal. The resulting contract will be for four years. AHEDC may amend or extend this contract beyond the initial four years to accommodate the terms and conditions of FY24 Brownfields grant or future EPA grant awards to AHEDC within this four-year period provided a market survey be conducted by AHEDC indicated that the prices the contractor proposed are reasonable

A. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent Contract shall constitute or designate such firm or any of its agents or employees as employees of AHEDC.

B. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to AHEDC shall be given to AHEDC, c/o Bryan Thompson, 9102 Winterberry Ave, Covington, Virginia 24426.. The Consultant agrees to notify AHEDC immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

C. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

D. Termination

Subject to the provisions below, the Contract may be terminated by AHEDC upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of AHEDC until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the

terms of the Contract shall be delivered to, become and remain the property of AHEDC. AHEDC shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

1. Termination for Convenience: AHEDC may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
2. Termination for Cause: In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

E. Laws and Regulations

1. The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the Contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
2. By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
3. This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this Contract shall be filed by the parties in the General District Court or Circuit Court of Alleghany County, Virginia.

F. Additional Services

AHEDC may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

G. Severability

Each paragraph and provision of the Contract will be severable from the entire Contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

H. Licenses and Permits

If required, the successful firm shall secure and pay for all applicable permits, governmental fees and licenses necessary for the proper execution and completion of the work as may be legally required prior to and during the work.

I. Nondiscrimination

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices

- setting forth the provisions of this non-discrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that Consultant is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 4. The Consultant will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

J. Payments to Successful Firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to AHEDC. The Consultant's records and documentation supporting such invoices shall be made available to AHEDC upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the Contract for a period of five years following final payment. Invoices must be prepared in formats as may be required by funding agencies.

K. Consultants Payments to Subcontractors

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that, should any subcontractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:

1. The Consultant shall, within thirty (30) days after receipt of any payments from AHEDC pursuant to this Contract, either:
 - (a) Pay the subcontractor for the proportionate share of the total payment received from the AHEDC attributable to the goods or services provided by the subcontractor; or
 - (b) Notify AHEDC, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to AHEDC shall be given to: AHEDC, c/o Bryan Thompson, 9102 Winterberry Ave, Covington, VA 24426..
2. The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of AHEDC.
3. No Contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

1. Any claims by a contractor or anyone claiming on the contractor's behalf against AHEDC arising under or relating to a Contract shall be resolved by the laws of the Commonwealth of Virginia.
2. The contractor shall give AHEDC written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to AHEDC or the person designated by the Contract to receive such notice. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and

shall be transmitted in a manner to ensure receipt by AHEDC. The contractor shall submit the claim and any supporting data to AHEDC within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all applicable local, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price as the taxes shall be an obligation of the Consultant and not of AHEDC, and AHEDC shall be held harmless for same by the Consultant.

N. Contract Assignment

The Contract may not be assigned, in whole or part, without the written consent of AHEDC. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

O. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the Contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless AHEDC from any cost, expense, damage or loss incurred in any manner by AHEDC on account of such alleged infringement.

P. Precedence of Documents

The precedence of documents shall be as follows: the Contract, the Request for Proposals and the Offeror's response to the Request for Proposals.

Q. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to AHEDC, as will protect it and AHEDC from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish AHEDC with an original Certificate of Insurance upon request. The Certificate should name AHEDC as additional insured under their General Liability coverage. The Consultant shall notify AHEDC at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

R. Administrative Appeals Procedure

1. The following are the exclusive procedures for a bidder or offeror to protest AHEDC's award or decision to award a contract.
 - (a) Any protest to award a contract shall be in writing and shall be delivered so that it is received by AHEDC not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

- (b) Protest of award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for AHEDC's decision.
 - (c) Protests shall only be granted if (1) the protester has complied fully with the requirements of the Request for Proposals and there has been a violation of law, the Virginia Public Procurement Act, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - (d) AHEDC shall issue a written decision on a protest within ten (10) days of its receipt by AHEDC.
 - (e) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Circuit Court of Alleghany County, Virginia, and serving the AHEDC with such suit within ten (10) days of such denial. Otherwise, AHEDC's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (f) AHEDC should defer award of a contract where the decision to award has been protested unless there is a written determination by AHEDC that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (g) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
 - (h) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (i) Strictly following these procedures shall be a mandatory prerequisite for protest of AHEDC's award or decision to award a contract. Failure by an Offerer to follow these procedures strictly shall preclude that Offerer's protest and be deemed to constitute a waiver of any protest.
2. A protest may not be based upon the alleged non-responsibility of a person to whom AHEDC awards or makes a decision to award a contract.

S. Drug Free Workplace

1. In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this Contract, the Consultant agrees to the following:
- (a) Provide a drug-free workplace for the consultant's employees;
 - (b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) State in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and
 - (d) 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 sub-Consultant or vendor.

2. Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on AHEDC premises or distribute it to AHEDC employees.
3. Successful firm understands that a violation of these prohibitions constitutes a breach of the Contract and that the AHEDC has the right cancel the Contract.
4. For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a firm, the employees of which are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

T. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this Contract have been convicted of a felony.

U. Confidentiality

1. Consultant Confidentiality:

- (a) The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to AHEDC. Therefore, except as required by law, the Consultant agrees that its employees will not:
 - (1) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
 - (2) Access or attempt to access information beyond their stated authorization.
 - (3) Disclose to any other person or allow any other person access to any information related to AHEDC or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or other transmission or sharing of data.
- (b) The Consultant understands that AHEDC, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that AHEDC may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.
- (c) The Consultant further understands that information and data obtained during the performance of this Contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without AHEDC's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by AHEDC as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. AHEDC Confidentiality

AHEDC understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-

3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700, et seq., and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

V. Potential Conflicts of Interest

The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the Contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with AHEDC. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of AHEDC. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of AHEDC. AHEDC reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.

W. Ethical and Professional Standards

The Consultant shall conduct all transactions under this Contract in good faith. The Consultant will employ high ethical and professional standards at all times. Failure to do so could result in termination of the Contract for cause or convenience.