



**CONSULTING SERVICES FOR TORRINGTON'S
BROWNFIELD REVOLVING LOAN FUND
RFP #BRL-039-061610**

TORRINGTON COMMUNITY WIDE BROWNFIELD'S REVOLVING LOAN FUND.

The City of Torrington intends to hire a firm to provide consulting services for The Torrington Brownfield Revolving Loan Fund funded by the U.S. Environmental Protection Agency (EPA). Torrington Connecticut has been awarded \$1 million EPA Revolving Loan Fund grant for the purpose of issuing loans (and sub-grants) to qualified applicants for remediation projects on eligible properties within the City. The grant period will run from October 1, 2009 – September 30, 2014 and the City is interested in moving forward aggressively to use the Revolving Loan Fund as an incentive for redevelopment of Brownfield sites.

The QEP will serve as a member of the City's RLF team, coordinating and overseeing environmental projects and advising the City on regulatory matters. The QEP will assist the City in determining site eligibility per EPA requirements, review applicant remediation plans and regulator directives, review public comments on remediation plans, as applicable, oversee remediation projects from the City's perspective and may in some cases, direct remediation projects. The QEP will serve as a valuable expert consultant to help the City ensure that funded remediation projects are conducted in accordance with state and federal environmental standards and improve the environmental health of the community. The QEP will also assist the City by providing direction to RLF staff and loan applicants about cost-effective means of achieving regulatory closure for hazardous and petroleum contaminated sites. The QEP will coordinate loan applicant eligibility and financial oversight. In addition the QEP will coordinate the marketing efforts to ensure that developers specializing in Brownfield's redevelopment are contacted and approached. Please include details in your proposal outlining how your firm will accomplish each item.

The City will procure consultant services in accordance with the established policy of the City of Torrington, and requirements of the EPA terms and conditions of the Cooperative Agreement. Project will commence upon selection of a consultant and issuance of a notice to proceed.

I. INTRODUCTION/BACKGROUND INFORMATION

In May, 2009, Torrington was awarded a five-year Brownfield Revolving Loan Fund grant in the amount of \$1 million from US EPA. The RLF was sought by the City to use as a tool for facilitating Brownfield redevelopment by eligible applicants City-wide. Torrington is requesting qualifications from a Qualified Environmental Professional, including Minority-Owned, Disadvantaged and/or Women Owned businesses, per federal guidelines, who have significant experience in successfully

overseeing and implementing Brownfield remediation projects.

The goal of the Torrington Revolving Loan Fund Program is to provide low cost loans to eligible redevelopers to remediate sites when a viable responsible party cannot be identified. These loans can bridge the pre-development and development period to allow repayment when tenants for a project are in place.

II. CONSULTANT SCOPE OF WORK

The Environmental Professional will provide as-needed advice and assistance regarding remediation planning and implementation related to RLF loan applications and projects for a five year period from October, 2009 – September, 2014. The Environmental Professional will advise us on site eligibility, remediation plans prepared for applicant sites, regulator comments and directives as well as providing advice on the most cost-time efficient means of site remediation. In some cases the QEP may directly manage remediation projects. The City will depend on the QEP to assist in ensuring that remediation projects comply with state and federal requirements. The value of the contract will not exceed \$80,000.

Services needed related to this project may include:

- Site eligibility review per EPA requirements
- Advice about compliance with All Appropriate Inquiry rules
- Review of Remediation Work Plans and regulators comments/directives
- Oversight of remediation projects for state/federal compliance; Reviews State required remedial and engineering documents and provides written comments per CT VCP.
- Strategies for remediation and redevelopment
- Remediation project management. Conduct periodic site visits during implementation of clean-up projects. Reviews and comments on the draft Analysis of Brownfield Cleanup Alternatives document (ABCA).
- Coordination of Community Outreach Efforts; Reviews and Comments on draft Community Relations Plan.
- Coordination of Developer Outreach and project completion efforts.
- Coordination of loan eligibility and financial oversight
- Reviews and provides written comments of the cleanup closeout documentation.
- Submits copy of closeout documentation and state approval letter to EPA

In addition:

1. Provide technical assistance to city of Torrington, and The Brownfields RLF Team in guiding the Brownfield RLF Program. Attend regularly scheduled monthly meetings of the RLF Team, and be available to respond to staff questions regarding the RLF process.
2. In conjunction with the RLF Team, the consultant will help organize a public participation

process, including preparation of informational brochures and a website for the community. All final products will be subject to review and approval by the RLF team.

III. PROJECT SCHEDULE

The revolving loan fund will run until September 2014.

IV. GENERAL TERMS & CONDITIONS

Issuance of this RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure a contract for services. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon the approval of the Torrington City Council in a public meeting.

The successful consultant shall comply with all applicable federal, state and local laws and regulations as may be applicable. Funding for this project is provided through the U.S. Environmental Protection Agency Brownfields Grant Program. The consultant must take into account compliance with all applicable regulations. Applicants are advised to review all applicable federal regulations prior to submitting a proposal.

1. Respondents to this RFP will represent a firm, company or team possessing experience and expertise in environmental risk assessment and management plans, quality assurance plans, groundwater, soil and building sampling, remediation strategies and clean-up programs, community outreach and education programs, and the professional standards thereof, to undertake and successfully complete the scope of work as outlined in this RFP. Staff assigned to this project should be Licensed Environmental Professionals (LEP). Firms should be prepared to demonstrate a strong environmental engineering background, and a good working relationship with State Department of Environmental Protection staff.
2. The City of Torrington reserves the right to reject any or all proposals or any part thereof, waive technicalities, to advertise for new proposals, and to make awards as may be deemed to be in the best interest of the City.
3. Reports and materials developed by the successful applicant under a contract that may result from this RFP are considered public information and may not be copyrighted.
4. Applicants must submit complete responses to all of the information requested. Applicants who do not respond to the entire content of the RFP may be disqualified.
5. The fee proposal shall include a complete rate schedule and pricing for staff and equipment to be utilized for this project. The fee proposal shall also include costs associated with the delivery and provision of finished product(s), and costs associated with carrying out all tasks specified in Section II Consultant Scope of Work, contained in this RFP. This shall be enclosed separately from the proposal.
6. The successful applicant will assume sole responsibility for the complete project as required in this RFP. Torrington will consider only one individual/firm/company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of

this project. Applicants who intend to subcontract one or more elements of this project to other firms/individuals shall identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the applicant's statement of qualifications and fees. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties, after contract award without the written consent of City of Torrington.

V. PROPOSAL REQUIREMENTS

A. Submission

Sealed proposals, in accordance with the format prescribed below, will be received at the City of Torrington, Office of Purchasing Agent, located at 140 Main Street, Room 206, Torrington, CT 06790, until 10:00 a.m., Wednesday, June 16th, 2010. Submitted proposals must be clearly marked "RFP #BRL-039-061610, CONSULTING SERVICES FOR TORRINGTON'S BROWNFIELD REVOLVING LOAN FUND" on the outside of the envelope. Any responses received after the advertised opening date and time shall be rejected. Firms are asked to enclose five (5) copies of their response, including all supporting documentation, along with a signed original. Please enclose the sealed fee proposal separately.

Note that the submission of any proposal indicates acceptance by the firm of the terms and conditions contained herein, unless otherwise specifically noted in the proposal itself and confirmed in resulting contracts.

B. Proposal Format

Respondents are required to submit sealed fee proposal in a separate envelope from the rest of the proposal. The fee proposal envelope will be opened after the rest of the proposals are evaluated and ranked for Brownfield/Phase I & II experience and for Work Management Team/Firm.

Respondents are required to submit **one (1) original and (5) copies** of their proposals, which shall be formatted as follows:

1. Cover Letter: A letter signed by an officer of the firm, binding the firm to all of the commitments made in the proposal.
2. The name, address and contact person of the company submitting the proposal. Please include telephone and fax numbers, as well as email addresses.
3. Statement of Qualifications and Experience.
4. Additional information can be in narrative form.
 - a. Give the company/firm/team history, background and relevant experience.
 - b. The name(s), business address, phone number, e-mail address of firms and individuals proposed to participate in all tasks identified in the scope of work.
 - c. The background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work. The principal in charge and project manager shall be identified along with the roles of other significant project participants.

- d. Experience with EPA Brownfields Revolving Loan Funds program requirements. Please provide any RLF references, giving the name of the project, project period, and project cost. (Include the names of clients, primary contact person and phone number).
 - e. Quality Assurance Methods: Give description of the quality assurance methods implemented by the applicant
 - f. Experience bringing developers to projects.
5. Proposed approach to the scope of work, including quality control for each phase of work outlined in this RFP (See Section II, Consultant Scope of Work).
 6. Proposed project schedule in accordance with basic requirements of this RFP. Include target dates for all project milestones.
 7. The fee proposal shall include a complete rate schedule and pricing for staff and equipment to be utilized for this project. The fee proposal shall also include costs associated with the delivery and provision of finished product(s), and costs associated with carrying out all tasks specified in Section II Consultant Scope of Work, contained in this RFP.
 8. List of all subcontractors required for the project (Torrington will not pay an administration fee to the prime contractor for any subcontracted work).

VI. SELECTION CRITERIA

The City of Torrington desires to award a contract to the respondent who demonstrates the ability to provide the highest quality service at the most reasonable cost. To accomplish this goal, the City's criteria for selection will include, but not be limited to:

1. Work Management Team/Firm Experience	30 points
2. Brownfield Remediation Experience	25 points
3. Knowledge and experience in Torrington	20 points
4. Fees	<u>25 points</u>

100 Points

Additional criteria to consider when drafting responses include the following:

Submissions received by City will be evaluated according to the criteria listed below:

- Staff qualifications, firms experience in EPA Brownfields Programs, including community relations experience, Quality Assurance Project Plans, environmental risk assessment and management plans.
- Previous experience of the firm and proposed staff, including experience with similar projects. Preference will be given to firms with a strong environmental engineering background.
- Knowledge and understanding of the local environment and a local presence for interfacing with City.
- Extensive experience with public agencies, especially local redevelopment agencies.

- Extensive experience with Brownfield redevelopment and experience with environmental oversight agencies, ie regulators.
- Minority, Disadvantaged and/or Woman-owned business as identified by US EPA.
- Overall cost of services and the cost effectiveness of the proposal.
- Other relevant factors that would have an effect on the firm's ability to satisfactorily complete the work within the stipulated time period.
- Quality of responses from relevant references and past performance in terms of quality of work and the timeliness of the accomplishment.

Based upon the evaluation of proposals submitted, Torrington intends to select finalists who may be required to make formal presentations before a review committee regarding their qualifications, project approach, and ability to provide the required services to best serve the needs of the City. The City and the review committee may elect to negotiate with the top ranked firms and to accept modifications to the proposed scope of services and/or price when such action is in the best interest of the participants to do so. Additional clarifying information may be requested to aid in the decision-making process.

INDEMNIFICATION

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the City and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Firm's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Firm, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Firm to perform or furnish either of the services, or anyone for whose acts the Firm may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Firm, by any person or organization directly or indirectly employed by Firm to perform or furnish any of the work, or by anyone for whose acts Firm may be liable, the indemnification obligation under this Article V shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Firm under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

NON-DISCRIMINATION

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

INSURANCE REQUIREMENTS

Certificate of Insurance: All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the “Additional Insured” and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

CITY OF TORRINGTON

**CONSULTING SERVICES FOR TORRINGTON'S
BROWNFIELD REVOLVING LOAN FUND
RFP #BRL-039-061610**

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Proposals for Consulting Services for Torrington's Brownfield Revolving Loan Fund. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

The proposal consists of this cover page and the following attachments:

Name and Address of Firm:

Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

Signature of Authorized Representative:
