

REQUEST FOR PROPOSALS

Qualified Environmental Professional Services to Perform Brownfields Assessments

CITY OF BATH, MAINE
BROWNFIELD ENVIRONMENTAL SITE ASSESSMENT PROGRAM

PROPOSAL DEADLINE: 4:00 PM, July 29, 2022

Prepared by:

City of Bath, Maine
Office of Community & Economic Development
55 Front Street
Bath, Maine 04530
www.cityofbath.com
Phone: 207-443-8330



**Request for Proposals:
CITY OF BATH, MAINE
BROWNFIELDS ENVIRONMENTAL SITE ASSESSMENT PROGRAM
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**REQUEST FOR PROPOSALS
CITY OF BATH BROWNFIELDS ENVIRONMENTAL SITE ASSESSMENT PROGRAM**

RFP TIMELINE

RFP publicly noticed	July 13, 2022
Deadline for questions	July 22, 2022
Application deadline	July 29, 2022
Evaluation and ranking of proposals	August 1, 2022
City Council Vote	August 3, 2022
Execution of Agreement and other legal documents	As soon as possible after Council approval

Proposals must be clearly marked and mailed to: Emily Ruger, Director of Community & Economic Development, City of Bath 55 Front Street Bath, Maine 04530. **Proposals sent via fax or email will not be accepted, and proposals received after the deadline will not be considered.** Qualified disadvantaged (DBE) and women-owned (WBE) businesses are encouraged to submit proposals. QEPs are required to document whether the QEP and subcontractors are DBE or WBE.

1 PROJECT SUMMARY AND CONDITIONS

1.1 General

This Request for Proposal (RFP) has been issued to determine the eligibility and capacity of responding individuals or organizations to develop, implement, and manage the City of Bath's Brownfields Environmental Site Assessment Program. The RFP and its attached exhibits describe the terms and conditions under which the City will select a Qualified Environmental Professional ("QEP"). The City will then enter into negotiations with the QEP to formalize a QEP Agreement. The City anticipates being able to execute the QEP Agreement as soon as practicable in 2022. The duration of the award is planned through August 2025. Depending on project circumstances and performance satisfaction, the City holds the option to extend professional services for one or two additional years.

Proposals shall describe in detail the Applicant's qualifications, a description of past projects, which are similar in nature to this Project, workload capacity, and cost proposal.

The City of Bath is the county seat and service center community for Sagadahoc County, Maine. From as far back as 1607, Bath has embraced a tradition of shipbuilding. Since 1740, the shipbuilding industry has provided a continuous source of occupation for those living in, and around, Bath. Beginning primarily with building wooden sloops, schooners and brigs used by local entrepreneurs to carry regionally produced goods to the coastal centers of the southern colonies and West Indies, Bath's shipbuilding industry evolved after the American Revolution. As industry-based technology became more advanced, Bath's 22 separate shipyards constructed steel naval vessels, yachts and commercial ships. The most successful of the local shipyards was Bath Iron Works, which continues to be one of Maine's top employers.

The target area for this Brownfields Assessment Programs is our downtown and waterfront area, which is bisected by the US Route 1 corridor (Leeman Highway), as well as the portion of Bath that straddles the Route 1 corridor. More specifically, our target area stretches along four miles of the Kennebec River (the tidal river that establishes our eastern boundary) which begins at a property that was formerly known as the Stinson Cannery, and ends just south of BIW's current facility. This area encompasses the marine corridor along the Kennebec River that was formerly home to Bath's historic ship building operations and complementary industries. Additionally, 15 commercial properties in our downtown target area to our existing inventory are under new ownership since the liquidation of the holdings of the largest single property owner in our downtown, Sagadahoc Real Estate Association. These 15 properties (totaling approximately 4 acres of land) are all priority sites for our community and are scattered across our Target Area representing mixed-use and commercial buildings typically constructed between 100 and 200 years ago.

The City of Bath has successfully completed previous rounds of Brownfield Assessment and Revolving Loan Fund grant programs. Since the program's inception, the City of Bath has successfully invested over \$2 million in U.S. Environmental Protection Agency (EPA) Brownfield funds to assist public and private property owners with site assessment and redevelopment planning for contaminated properties. Ultimately, the City's goal is to return vacant and underutilized properties to public or private users.

1.2 Description

The City of Bath is interested in evaluating sites whose economic redevelopment potential is complicated by contamination. In brief, the work plan will be performed in four main tasks as follows:

1. Program Development and Support: Procure a QEP, develop outreach materials and publicize the Brownfield assessment program, reach out to stakeholders, complete EPA reporting and attend the EPA Brownfield conference.
2. Site Selection and Public Outreach: Select assessment sites from priority sites and update and augment our existing Brownfields Inventory.
3. Conduct Phase 1 and Phase II ESAs: A Phase I ESA will be conducted for each site selected and eligible for the assessment process. Phase I ESAs will be completed in accordance with the current ASTM E1527 and All Appropriate Inquiry (AAI) standards, and will include at least one site reconnaissance visit, a review of regulatory agency records, research of historical site use, and a written report for each site. The reports will summarize the recognized environmental conditions identified for each site and may recommend follow-up investigations. A Phase II ESAs will be conducted on sites, as needed, to determine if contamination exists, and if so, to what extent. Phase II ESAs will be conducted in accordance with ASTM E1903 and may include soil, groundwater, soil gas, and building materials investigations. Prior to conducting any Phase II ESA activities, site-specific QAPP addenda will be prepared by our QEP for each site for USEPA and DEP review and approval. Site owners, municipal staff, and the general public will be kept informed of all ongoing activities.
4. ABCA/RAP and Reuse Plan: The results of Phase II ESAs will be used to develop an Analysis of Brownfields Cleanup Alternatives (ABCA). We have assumed ABCAs will be completed for four sites. The ABCA will include an alternative analysis for potential remedial actions at the site. Remedial alternatives will be evaluated based on cost, feasibility, and effectiveness in protecting human health and the environment. As part of the ABCA, a Remedial Action Plan (RAP) will be developed for each site specific to the reuse scenario(s). Identified contaminant levels will be evaluated to determine if the levels exceed the risk-based cleanup goals set by the

Maine Department of Environmental Protection's (MEDEP's) Remedial Action Guidelines for Sites Contaminated with Hazardous Substances. The City anticipates that each site will be submitted to the MEDEP's Voluntary Response Action Program (VRAP). At least one public meeting will be held to discuss the results of the ABCAs for each selected site.

The City of Bath's Office of Community & Economic Development will administer the project.

1.3 Location

The QEP shall perform the work within the City of Bath. Final locations will be determined jointly between the Director of Community & Economic Development, the Brownfields Advisory Committee, and the QEP.

1.4 Equal Employment Opportunities

The QEP shall not discriminate against any employee or applicant for employment because of any status protected by State or Federal law.

1.5 Compliance

In connection with the performance of the work, the Qualified Environmental Professional (QEP) shall comply with all statutes, laws, regulations and orders of Federal, State, County or Municipal authorities which shall impose any obligations or duty upon the QEP. The QEP and subcontractors shall comply with the terms and conditions in the grant agreement (see Section 7.1).

1.6 Personnel

The QEP shall, at its own expense, provide all personnel necessary to perform the work. The QEP shall warrant that all personnel engaged in the work shall be qualified to perform the work, and shall be properly licensed and authorized to perform all such work under all applicable laws.

1.7 Indemnification

The QEP shall defend, indemnify and hold harmless the City of Bath, Maine, its members and employees, and their respective volunteers and employees, the State and its respective officers and employees from and against any and all losses suffered by any such indemnity and all claims, liabilities or penalties asserted against any such indemnity by or on behalf of any persons on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the QEP. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of Maine or the City of Bath. This covenant shall survive the termination of this agreement.

1.8 Insurance

The QEP, or firm, shall provide a comprehensive general liability insurance policy with a combined single limit of \$1,000,000 for bodily injury and property damage for each occurrence with an annual aggregate of \$2,000,000 or \$1,000,000 for bodily injury and property damage for each occurrence with an annual aggregate of \$1,000,000 and an umbrella policy providing an additional \$2,000,000 in

coverage. The policy shall be endorsed to include the City of Bath as an additional insured for the duration of the agreement.

Professional liability insurance shall be maintained by the QEP and subcontractors during the course of the agreement and shall continue for a period of five (5) years thereafter. Said insurance shall consist of an errors and omissions policy in the amount of \$2,000,000 per claim, \$2,000,000 annual aggregate. The QEP shall pay any policy deductibles.

1.9 Workmen's Compensation

The QEP shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of its employees employed at the site of the project and in case any work is sublet, the QEP shall require the subcontractors, similarly, to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the QEP. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the QEP shall provide and shall cause each subcontractor to provide adequate insurance for the protection of its employees not otherwise protected.

1.10 Social Security Act

The QEP shall be and remain an independent QEP with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, annuities now or hereafter imposed, or other compensation paid to persons employed by the QEP on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said QEP also agrees to indemnify and save harmless the City of Bath from such contributions or taxes or liability therefore.

1.11 Hazards

The QEP warrants that it understands the currently known or suspected hazards, which are presented to persons, property and the environment as part of this project. The QEP further warrants that it shall perform all services under this contract in a safe, efficient, expeditious and lawful manner using industry-accepted practices in full compliance with all applicable Maine and Federal laws and regulations.

2 INFORMATION FOR QUALIFIED ENVIRONMENTAL PROFESSIONALS (QEP)

2.1 General

Proposals will be accepted from interested QEPs who meet the minimum qualifications set forth in Section 2.4, below.

The City of Bath may waive any formalities or reject any and all applications. Any application may be withdrawn prior to the deadline, noted above, or authorized postponement thereof. Any application received after the time and date specified shall not be considered. No application may be withdrawn within 90 days, Saturdays, Sundays, and Holidays excluded, after the application deadline. Should there be a reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Bath and the Applicant.

2.2 Form and Content of Submission Documents

QEPs shall submit their proposals in a sealed package with the following information clearly marked on the outside: name, address, and telephone number of the Applicant; and the title, **“QEP Services to Perform Brownfield Assessments.”**

Each submission must consist of three copies of the proposal, including all documentation requested herein. Applicants are also encouraged to submit a digital proposal that includes all submission items (in addition to the three copies).

A fee structure and cost proposal discussed below (*Section 2.2.6*) must also be provided, including the Contractor’s Assessment and Site Investigation Fee Schedule (*Section 6*).

Proposals must address each of the following:

1. Cover Letter

The first page of the proposal shall be a cover letter identifying the overall project as the “QEP Services to Perform Brownfield Assessments.”

If the proposal is submitted by a corporation (joint venture, associated firms, etc.), the cover letter shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign the cover letter. One or more of the partners shall sign if the Applicant is a company or partnership.

2. Assessment Team Description

The qualifications statement shall identify a lead firm, project manager, and members of the assessment team, including addresses, telephone numbers, fax numbers, and e-mail addresses for each. Resumes for all personnel to be working on this project and an explanation of their anticipated roles as members of the assessment team for the subject project shall be included. Section 5 of this RFP must also be completed and returned.

3. Relevant Experiences

The statement shall also describe the Applicant’s capabilities in performing the type of work that will be required by this RFP, including the Applicant’s experience, capabilities and resources to perform the following:

Phase I and Phase II Assessments
Surface Geophysical Investigations
Quality Assurance Project Plan (QAPP) Preparation
Soil, Groundwater and Waste Sampling
Groundwater Impact Investigations
Community Relations
Brownfield Inventory
Geographical Information Systems (GIS)

The Applicant shall provide a description of at least three relevant projects demonstrating experience with the services requested. Include the project name, a short description (i.e. location, size, current and prior land uses, environmental investigations conducted etc.), the member's role in the assessment process, entity for which the project was performed, and a contact name and telephone number. Any experience with "inclusive public processes" such as stakeholder involvement and/or visioning, should be noted. Staff who worked on past projects should be the same as those proposed for this RFP.

4. Fee Structure and Cost Proposal (*to be submitted in a separate folder or envelope*)

In a document labeled "Fee Structure and Cost Proposal", the applicant shall include time and materials rates for the performance of the work anticipated under this RFP, see Section 3. A fee schedule form, Section 6, is provided to help identify standard costs for Phase 1 and Phase 2 investigations. The fee schedule for the Phase I and Phase II investigations shall contain the following:

- 2.2.4.1 A lump sum price for performing the work associated with a typical Phase I site investigation: Assume work would include a site visit, background data collection, standard data base searches and preparation of a Phase 1 report according to ASTM E1527-13.
- 2.2.4.2 Provide a cost breakdown for a typical Phase II Investigation of a Hazardous Substances site and a Petroleum site (see Section 6, Fee Schedule for specific details).

The proposal must also contain personnel and material costs for the other major tasks to be performed in the Scope of Services, see Section 3, Scope of Services.

- 5. **Proposed Project Schedule/Sequencing:** Include a project timeline showing the approximate schedule and sequencing of all major tasks required to complete the project, including any variation in the proposed project timeframe.

2.3 Examination of Scope of Work

Before submitting an application, each Applicant must:

- 1. Examine the Scope of Work thoroughly.
- 2. Be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.
- 3. Study and carefully prepare an application that conforms to the Scope of Work.

The submission of an application will constitute an incontrovertible representation by the Applicant that every requirement of this document has been complied with and that the RFP is sufficient in

scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

2.4 Qualifications of the Applicant

The City of Bath shall make such investigations as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City of Bath all such information for this purpose as the City of Bath may request. No award will be made to any Applicant that cannot meet all of the following requirements. Applicants shall submit written evidence, along with associated costs, which addresses these issues (see Section 5: QEP's Statement of Qualifications of this packet):

1. Applicants:
 - a. Shall not have defaulted on any contract within three years prior to the date of this proposal;
 - b. Shall maintain a permanent place of business;
 - c. Shall have adequate personnel and equipment to perform the work expeditiously;
 - d. Shall have suitable financial status to meet obligations incidental to work;
 - e. Shall have appropriate technical experience in the class of work involved;
 - f. Shall be registered with the Secretary of the State of Maine to do business in Maine;
 - g. Shall not have failed to perform satisfactorily on contracts of a similar nature;
 - h. Shall have a Maine Registered Professional Geologist on staff or identify a subcontractor that meets that requirement;
 - i. Shall have on staff or identify a subcontractor certified to conduct lead-based paint and asbestos analysis and remediation plans.
 - j. Shall have a minimum of four (4) years experience as a business;
 - k. Shall have completed a minimum of three (3) Brownfields projects.

Applicants who fail to meet these exact specifications, but can offer alternative qualifications in lieu of these criteria and demonstrate an ability to perform the requisite services in a satisfactory manner, will also be entertained. Such applicants should submit a statement of qualifications to the City of Bath prior to the stated deadline. This statement shall include persuasive evidence of experience in similar work, i.e., work done under different business name, etc., for review by the City of Bath. Applicant understands that no judgment or decision will be made by the City of Bath and accepts the risk that applicant's qualifications may be determined to be unacceptable.

The City of Bath reserves the right to select the most responsible and responsive proposal. It is the intent and purpose of this Agreement on which proposals are sought to assure and guarantee an effective, efficient and environmentally appropriate Brownfields Program. The City of Bath will reject any proposal if the foregoing requirements are not satisfied or if any other evidence fails to satisfy the City of Bath that any Applicant is properly qualified to carry out the program's obligations and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

2.5 Compensation

The agreement will specify a maximum compensation. The QEP shall not be compensated for costs in excess of the specified limit.

The QEP shall bill the City of Bath on a monthly basis in accordance with the approved fee structure. All costs must be specified and properly documented.

2.6 Ownership of Material

All rights, titles to and ownership of the data, material, and documentation, regardless of form, resulting from this project and/or prepared for the City of Bath pursuant to this contract shall remain with the City of Bath, property owners, and/or US EPA.

2.7 Compliance – Laws

The QEP and any subcontractors or affiliate must comply with all local, state, and federal laws, rules and regulations applicable to any contract for the subject project and to any goods delivered, services rendered, or work performed in accordance with the same. *All QEPs are advised to review all relevant federal regulations before submitting a proposal.*

It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Maine.

Those requirements imposed upon the State of Maine and the City of Bath, respectively, as recipients of federal funds are thereby passed along to the QEP and any subcontractors, and those rights reserved by the U.S. EPA are likewise reserved by the State of Maine and the City of Bath.

All work shall be performed in conformance with the specifications and terms contained in the following documents:

1. The Administrative and Programmatic Terms and Conditions of the City of Bath's Cooperative Agreement.. These Terms and Conditions can be provided upon request.
2. Follow the six affirmative steps stated in 40 CFR 31.36(e) to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible; and
3. Submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the Region 1 EPA Small Disadvantaged Business Utilization Officer as stated in Administrative Condition No. 3e of the Cooperative Agreement.
4. Applicable provisions of Title 40 CFR Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
5. Federal requirements for contracts under cooperative agreements, including 40 CFR Part 31. These regulations require QEPs to verify that they are not debarred from receiving Federal funds. Additionally, the regulations state requirements regarding Disadvantaged Business Enterprises.
6. Moral Integrity and Non-Collusion Affidavits: Applicant(s) must submit a Moral Integrity Affidavit for each business entity or individual that is a party to the proposal (see Section 7.2).

The City of Bath reserves the right to waive any and all irregularities and informalities in the submission and/or request clarification of items prior to entering into a contract with a redeveloper. Furthermore, the City of Bath reserves the right to reject all proposals for any reason with no liability for any cost incurred by the firms submitting proposals.

2.8 Time and Place for Submitting Responses

Three copies of the complete submission package shall be at the City of Bath office by 4:00 PM prevailing time on **July 29, 2022** at the direction of:

Emily Ruger, Director of Community & Economic Development
City of Bath, Maine
55 Front Street
Bath, Maine 04530

Submissions will **NOT** be accepted after the above-specified date and time. A submission may be withdrawn prior to the time of receipt of proposals specified herein. Proposals sent via facsimile machine or email will not be accepted, and proposals received after the proposal deadline will not be considered.

The expense of preparing, submitting, and presenting a proposal is the sole responsibility of the QEP. The City of Bath retains the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the City of Bath. This solicitation in no way obligates the City of Bath to award a contract.

2.9 Standards and Deliverables

1. Related spatial and/or geographic information and data must be developed in accordance with Maine Geographic Information System (GIS) standards as adopted by Maine's Statewide Geographic Information System Clearinghouse.
2. Except for appendices, all reports are to:
 - be presented for ease of readability by the average citizen;
 - include charts, graphs and other graphics as appropriate;
 - include executive summaries or abstracts suitable for broad distribution;
 - include a glossary of technical terms, and a list of references or citations for all sources of data and information.
3. All documents must be provided in both paper and digital form.
4. All written reports must be provided double-sided. The use of recycled paper is strongly encouraged.
5. Copies of all reports and documents, including drafts, should be provided to the Bath Office of Community & Economic Development no less than two weeks prior to any scheduled review or public discussion.
6. All data, databases, reports, programs and materials, in digital and hard copy formats, created under this project shall become the joint property of the City of Bath and the U.S. EPA.

2.10 Interpretation and Inquiries

Requests for clarifications and/or questions related to this RFP must be submitted in writing, via regular mail or electronic mail, and received no later than **July 27, 2022**. Questions received after that time will not receive a response. No interpretations of the RFP will be made orally. All interpretations will be issued by electronic mail to all parties who receive a copy of the RFP. All inquiries shall be addressed to:

Emily Ruger, Director of Community & Economic Development
City of Bath, Maine
55 Front Street
Bath, Maine 04530
eruger@cityofbath.com

2.11 Award

The City of Bath may invite applicants to an interview session with its Review Committee prior to making a decision. The City of Bath may make such investigations as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the City of Bath all such information and data for this purpose as the City of Bath may request. The City reserves the right to reject any application for any reason that the City determines to be in the public interest or if the evidence submitted by, or investigation of, such Applicant fails to satisfy the City of Bath that such Applicant is properly qualified to carry out the obligations and to complete the work necessary. The City of Bath reserves the right not to award the contract to the lowest bidder if it is deemed to be in the best interest of the City of Bath. The City Council has the final approval authority in awarding the Agreement.

2.12 Notice to Proceed

Execution of an Agreement by the City of Bath and the successful Applicant shall constitute a “Notice to Proceed”.

2.13 Equal Opportunity Employment

Contracts for work under this proposal will obligate the QEP and any subcontractors not to discriminate in employment practices. Successful Applicants must submit a list of any subcontractors who will perform work on this project.

3 SCOPE OF SERVICES

3.1 General

Under the work plan and budget approved by the EPA, a total of \$459,000 has been reserved for the QEP to perform the following services:

1. Help guide the City of Bath through the site identification and selection process, including
 - updating of the Bath region-wide Brownfields inventory,
 - preparing program updates,
 - maintaining a GIS database, including sites with known or suspected hazardous substances;
 - updating EPA ACRES database as needed.

2. Perform site assessments and investigations using existing environmental information related to storage, release, treatment, or disposal of hazardous substances. Phase I site assessments are to be performed in accordance with ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Phase II investigations will confirm whether further investigation and/or remediation will be necessary and will provide a basis for estimating potential remediation alternatives and costs. We anticipate completing a total of eight Phase I ESAs and a total of eight Phase II ESAs. The consultant will work with the City, local officials, and property owners to obtain property access agreements on all properties targeted and selected. These assessments will determine the presence or likely presence of any hazardous substance through:
 - Conduct Phase I investigations
 - Work plan and Health and Safety Plan preparation
 - Quality Assurance Project Plan (QAPP) preparation
 - Conduct Phase II Site Investigations

3. The results of Phase II ESAs will be used to develop an Analysis of Brownfields Cleanup Alternatives (ABCA). We have assumed ABCAs will be completed for four sites. The ABCA will include an alternative analysis for potential remedial actions at the site. Remedial alternatives will be evaluated based on cost, feasibility, and effectiveness in protecting human health and the environment.

As part of the ABCA, a Remedial Action Plan (RAP) will be developed for each site specific to the reuse scenario(s). Identified contaminant levels will be evaluated to determine if the levels exceed the risk-based cleanup goals set by the Maine Department of Environmental Protection's (MEDEP's) Remedial Action Guidelines for Sites Contaminated with Hazardous Substances. The City anticipates that each site will be

submitted to the MEDEP's Voluntary Response Action Program (VRAP). At least one public meeting will be held to discuss the results of the ABCAs for each selected site.

For select sites, Reuse Planning may be completed (we have assumed 1 site). This will be important for sites with public space components, that will be publicly owned, or that will impact a larger area such as the Stinson Canning site. The Reuse Planning will include community design charettes to solicit feedback and ideas from the public for site reuse

4. The Scope of Services shall conclude no later than September 30, 2026. The agreement may be terminated at an earlier date upon twenty days' written notice by either party.

4 EVALUATION CRITERIA

Evaluation of the proposals will consider, but may not be limited to, the following:

Evaluation Criteria
Knowledge of regulations, standards, and techniques for brownfields characterization and remediation in the State of Maine.
Experience with brownfield site assessments, including urban, wetland, and riparian sites.
Experience with environmental investigations the size and scope of which could be supported under this proposal, especially projects assisted with public funds.
Experience with innovative brownfield technologies and techniques
Experience with interdisciplinary, team-oriented projects.
Degree to which the Applicant demonstrates an ability to work effectively and coordinate activities with the City of Bath, the Brownfields Advisory Committee, EPA and ME DEP, and to complete projects on time and within budget.
Understanding of the project objectives and responsiveness to the work program.
Clarity of the proposal.
The extent to which the proposed costs, and indicated level of effort, are supported by the activity associated with each work task.

The City of Bath
is an Equal Opportunity Employer.

5 QUALIFIED ENVIRONMENTAL PROFESSIONAL STATEMENT OF QUALIFICATIONS

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Organization's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Business is a: (check one) Corporation Limited Liability Company
 Partnership Individual
 Joint Venture Other

(explain) _____

1. How many years has your organization been in business under its present business name?

2. Under what other or former names has your organization operated? Specify years.

3. If your organization is a corporation, answer the following:

a. Date of Incorporation: _____ b. State: _____

c. President's Name: _____

d. Vice-President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

4. If your organization is a partnership, answer the following:

a. Date of Organization: _____

b. Type of Partnership: _____

c. Name(s) of general Partner(s): _____

5. If your organization is individually owned, answer the following:

a. Date of Organization: _____
b. Name of Owner: _____

6. If other form of organization, please explain on attached addendum.

7. List the categories of work that your organization normally performs with its own workforce and equipment.

8. Claims and suites (if the answer to any of the questions below is yes, please attach details).

- a. Has your organization ever failed to complete any work awarded to it?
 Yes No
- b. Are there any judgments, claims, arbitration, proceedings, or suits pending or outstanding against your organization or its officers?
 Yes No
- c. Has your organization filed any lawsuits or requested arbitration with regard to similar contracts within the last five years?
 Yes No

9. List a minimum of five references, including three (3) contracts similar to this one that you have completed; include a contact person and telephone number.

(1) _____

- _____
- (2) _____

- (3) _____

- (4) _____

- (5) _____

10. Please address any issues outlined in Section 2.4, “Qualifications of the Applicant” (starting on page 8).

Dated this _____ day of _____, 2014.

Name of Organization: _____

Signed: By: _____

Title: _____

6 SITE ASSESSMENT AND INVESTIGATION FEE SCHEDULE

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Organization's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Please provide time and material rates for the performance of the work anticipated under this RFP in the space provided below. Part A requests hourly rates for each member of the assessment team (identified in section 2.2.4.) and the percentage of total hours for each member by task. Part B requests a lump sum and unit price for a hazardous substances assessment, and Part C requests lump sum and unit pricing for a petroleum assessment. Please note that hazardous substances and petroleum assessment pricing for purposes of this fee schedule should be based on a non-complex site with standard turnaround times. *(Additional information is found in Section 2.2.6):*

A. Hourly Rates and Percentage Estimate of time on each task by member

Team Member Name and/or Title	Hourly Rate	Estimated Percentage of Total Hours for each Team Member by Task			
		Phase I	Phase II	Phase II Report	Meetings

B. Hazardous Substances:

1. Phase I Investigation (ASTM E 1527-13):	Lump Sum	\$ _____
2. Phase II Investigation:		
a. Work Plan/QAPP:		\$ _____
b. Field Investigation:		
		Unit Cost
<input type="checkbox"/> Six (6) borings to 20 feet using direct push technology with field screening and collect two (2) sample per boring for laboratory analysis		\$ _____
<input type="checkbox"/> Laboratory service: twelve (12) soil samples plus QC for PP metals, PAHs, VOCs, PCBs)		\$ _____
<input type="checkbox"/> Convert three (3) borings to 2 inch diameter shallow monitoring wells		\$ _____
<input type="checkbox"/> One (1) rounds of groundwater sampling using low flow techniques		\$ _____
<input type="checkbox"/> Groundwater analyses: 3 samples plus QC for VOCs, SVOCs and PP metals		\$ _____
	Field Investigation Subtotal	\$ _____
c. Data evaluation and Phase II Report:		\$ _____
d. Two (2) four hour meetings at City of Bath offices:		\$ _____
	Site Investigation (SI) Total	\$ _____

Please provide any assumptions made in your in you hazardous substances price determination that you feel are relevant

C Petroleum:

1. Phase I Investigation: **Lump Sum** \$ _____

2. Phase II Investigation:

a. Work Plan/QAPP : \$ _____

b. Field Investigation:

Unit Cost

Remove and dispose of 2000 gallon waste oil tank
(assume 100 gallons remains) \$ _____

Conduct field screening and collect Six (6) soil samples
for laboratory analysis \$ _____

Laboratory services: six (6) samples plus QC for PP
metals, VOCs, TPH, and PCBs \$ _____

Field Investigation Subtotal \$ _____

c. Data evaluation and Phase II Report: \$ _____

Site Investigation (SI) Total \$ _____

Dated this _____ day of _____, 2014.

Name of Organization: _____

Signed: By: _____

Title: _____

7 APPENDICES

7.1 City of Bath, 2022 EPA project narrative