



**TOWN OF SUMMERVILLE, SOUTH CAROLINA
REQUEST FOR PROPOSALS
Brownfields Environmental Consulting Services**

**Closing Date and Time:
January 16, 2024 - 2:00 p.m. EST**

PURPOSE

The Town of Summerville, South Carolina is seeking services from a qualified environmental consulting firm to conduct consulting services for the Environmental Protection Agency's (EPA's) Brownfields Assessment grant. The firm will assist the Town with the management and execution of the brownfield assessment cooperative agreement.

The Town of Summerville has been selected and awarded a \$500,000 EPA Brownfields Assessment Grant for FY2023. The Town is seeking a firm with documented experience in addressing contaminated properties and related services. This solicitation is being issued to comply with federal procurement standards outlined in 2 CFR Part 200 that are applicable to hiring consulting firms to assist communities with grants awarded.

BACKGROUND

The Town of Summerville is located approximately 22 miles northwest of Charleston in the Lowcountry region of South Carolina with jurisdictional boundaries lying in portions of three counties: Dorchester, Berkeley, and Charleston. Incorporated in 1847, Summerville covers approximately 22.8 square miles and has over 51,000 residents.

The geographic boundary for this grant project will be the town limits of Summerville with a target area focus of Census tract 107 and identified as "north of the railroad" tracts (NoRR). It is a federally designated Opportunity Zone (OZ) and was selected due to the limited reinvestment in the target area in contrast to the abundant development in the surrounding areas. Potential brownfield sites within this target area include petroleum storage and distribution sites, a former debris fill site, gas stations, automotive service facilities or former industrial properties. There are various properties with Underground Storage Tank (UST) and Leaking Underground Storage Tank (LUST) designations along with a history of a brick mine/debris fill, kilns, sawmills, and timber operations.

SCOPE OF WORK

All anticipated and future work performed by the selected firm will be in compliance with EPA grant terms and conditions and the approved work plan. The firm will be expected to perform the following tasks on an as-needed basis:

1. **Community Outreach:** The firm will support the Town in public involvement and community outreach activities to ensure that the community concerns are considered and addressed in the assessment planning and execution process of the projects. The following activities may be included:
 - a. Develop a Community Involvement Plan (CIP) to describe the planned community engagement activities, schedules, and brownfields grant awareness activities, and to compile project background information and identify key stakeholders of the brownfield assessment process.
 - b. Develop a citizen-led Environmental Awareness Committee (EAC) to aid in brownfield community outreach and ensure that community involvement with environmental issues is carried forward in future Town planning, including brownfield redevelopment.
 - c. Conduct community meetings which will include target area residents and local organizations/entities/groups throughout the duration of the grant project. It is anticipated that at least six community meetings will be held throughout the grant period.
2. **Property Identification and Inventory:** The firm will work with the Town and community to identify, develop, and evaluate a list of potential Brownfield sites. An evaluation ranking tool will be developed with the help of the target area residents to determine the order in which the sites will be assessed. The site evaluation ranking tool will contain points-based, quantitative ranking categories.
3. **Site Assessment Activities:** The firm will complete the following activities to support environmental assessments:
 - a. Phase I ESAs: All Phase I site characterizations and assessments conducted with the grant funding be performed in accordance with EPA's standard for all appropriate inquiries. Coordinate with the Town and property owner(s) to obtain access agreements if needed. Complete and submit site eligibility and determination checklist to receive EPA approval for Phase II ESAs.
 - b. Phase II ESAs: The firm will complete a Phase II ESA (upon site eligibility approval by EPA Region 4) resulting from the findings of a Phase I ESA in general accordance with the Terms and Conditions of the EPA Cooperative Agreement and ASTM Method E 1903-19 (Phase II Environmental Site Assessment). It is anticipated that up to nine Phase II ESAs could be completed under this grant, dependent on the complexity and costs associated with the assessment(s) based on Phase I ESA findings.
 - c. Generic Quality Assurance Project Plan (QAPP); Site specific Quality Assurance Plans (SS-QAPPs); and Health and Safety Plans (HASP)
4. **Remediation/Reuse Planning:** For projects identified for cleanup, the firm will prepare the Analysis for Brownfields Cleanup Alternatives (ABCA) and/or Cleanup Plans. Cleanup planning will include evaluating cleanup alternatives, calculating cleanup costs, and determining site appropriate remediation/reuse planning to reduce health/environmental risks. For Reuse Assessment Planning and the Evaluation of Market Viability Study the firm will review the potential sites' characteristics as they relate to the local real estate market conditions, area economy, demographics, and the existing environmental conditions. The firm, with the guidance of the Town, will prepare a comprehensive Brownfields Revitalization Plan to define the Town's goals and objectives, identify potential and beneficial land use regulations, document the necessary site improvement needs for each site, and define an implementation strategy and funding sources.
5. **Programmatic Support:** The firm will complete ACRES Database Reporting and assist the Town with Yearly Financial Reporting, Quarterly Reporting, MBE/WBE Forms, and all additional Programmatic Support for the four-year term of the grant.

SCHEDULE

The resulting contract would begin as soon as contract negotiations are finalized and will be through 9/30/2027. The Town may amend or extend this contract beyond the initial time period to accommodate the terms and conditions of the FY23 Brownfields Assessment Grant or future EPA grants awarded to the Town within this time period provided a market survey conducted by the Town indicates that the prices the contractor proposes are reasonable.

BUDGET

The total budget for the EPA Community-wide Assessment Grant is \$500,000 with \$488,600 designated for contractual services that address all aspects of the scope of work described above.

RESPONSE FORMAT/MINIMUM QUALIFICATIONS/SELECTION CRITERIA

The submission narrative shall be no longer than 25 pages and shall include the information outlined below. To ensure fair and equitable evaluation, submissions must be organized into the following separate sections.

1. Experience and Capacity

The response shall include a summary of the following (sample projects should be from the last three (3) years). Proposals will be evaluated for the consultant's relevant educational background and a description of similar projects that the consulting firm/team has conducted for similar communities.

- History of the firm's experience in addressing contaminated properties (e.g. brownfield sites) as described herein;
- Grant programmatic experience/capacity to support projects that address contaminated properties;
- Description of the names and experience of key individuals who will be involved in the successful execution of the grant-funded project, including their role in the project, resume, and an organizational chart (please address contingency plan should one of these employees be unavailable at any point in the project);
- Documented experience working with federal and state regulatory agencies;
- Disclosure of any potential conflicts of interest;
- Documentation of insurance.

2. References

The response shall include at least five (5) references for similar services, from within the last three (3) years, including the date of service. Please include the following:

- Reference Name
- Reference Email Address
- Reference Phone Number
- Description of similar services provided

3. Proposed Methodology

A description of how the firm will complete the scope of work described herein. Include a description of the relevant services provided by the firm and a statement of why your firm should be selected. Proposals will be evaluated on the stated approach to the work demonstrating the basic understanding of the requirements of the project. A detailed description of work tasks associated with each phase of the work, a preliminary assignment of key personnel and the timeframe associated with each task. The proposal must demonstrate that the consultant

understands the requirements of the Town of Summerville. Proposals will also be evaluated for the consultant's stated approach to managing the project, giving appropriate attention to project tasks, and the overall proposed timetable for the project.

4. Project Cost/Budget

The firm should include a budget breakdown for each aspect detailed in the scope of work. Proposals will be evaluated based in part on the overall cost for the project. An itemized list of all proposed direct expenses for the project including: travel, per Diem expenses, printing, etc. The consultant's proposal shall be the total cost as a lump sum. Also provide a fee schedule for supplemental charges that would be charged for additional unforeseen work tasks beyond those proposed/anticipated in the Proposal, should such services be required, such as: fees for conducting additional meetings with Town staff/general public; additional trips to and from Summerville; additional iterations/revisions of product deliverables outside of the original scope. Provide per-occurrence, per-unit, or per-hour rates, as appropriate, for such additional services.

EVALUATION OF PROPOSAL

The responding firms will be evaluated on the following criteria:

1. Cost of Project- up to 25 points maximum
This will include a possible score of up to 15 points for the budget itemization and up to 10 points for the reasonableness of pricing for services (e.g. rates).
2. Professional Qualifications and Relevant Experience – up to 30 points maximum
This will be broken into three main considerations with a possible score of up to 10 points each: demonstrated experience in addressing contaminated properties with a proven track record of community engagement; quality of performance on similar projects, including references; and demonstrated experience in supporting entities in grant administration along with a documented ability to work with federal and state agencies.
3. Proposed Methodology and Scope of Work– up to 30 points maximum
This will be broken into three main considerations with a possible score of up to 10 points each: demonstrated understanding of all aspects of the scope of work; proposed public outreach plan addressing public input and concerns throughout the duration of the project, including efforts to reach traditionally marginalized populations; and proposed methodology to identify, evaluate, assess (Phase I and II), and develop remediation/reuse plans for contaminated sites.
4. Management Plan and Timetable – up to 15 points maximum
This will be evaluated on the firm's stated approach to managing the project, giving appropriate attention to project tasks, and the overall proposed timetable for the project. This should also include an evaluation of the firm's personnel to have the capacity to maintain the timetable taking into account any contingencies.

Proposals must be submitted to: Attn: Jessi Shuler, Director of Planning, Town of Summerville, 200 South Main Street, Summerville SC, 29483 in a sealed envelope clearly marked, **“BROWNFIELDS ENVIRONMENTAL CONSULTING SERVICES PROPOSAL”**. Submit one (1) original and six (4) copies of the proposal as well as a digital copy as a CD-ROM, USB drive or email the digital copy to jshuler@summerville.sc.gov.

Offers by telephone or fax will not be accepted. Respondents are cautioned that they are responsible for delivery of the proposals to the correct address listed above. This office will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the bidder to ensure their proposal reaches the Town in a timely manner. The Town shall not be responsible for late deliveries or mail delays.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

January 16, 2024 – 2:00 p.m.

For further information, contact Jessi Shuler at the above address or by telephone at (843) 851-4217 or email at jshuler@summerville.sc.gov.

TYPE OF CONTRACT

The Town intends to sign a lump sum contract with one consulting firm for the outlined services. To the extent that firms choose to make joint proposals, one firm must be designated the lead firm to sign the contract and be the point of contact with the Town. The Town reserves the right to reject any or all proposals and to waive minor informalities and technicalities to make a selection, if any, based solely on the best interests of the Town. Any contract entered will require the incorporation of the terms and conditions stated in this Request for Proposal, and all documents referenced in this RFP as well as the RFP itself will be incorporated into the final contract between the Town and the successful bidder.

PREPARATION OF PROPOSAL

All proposals should be complete and carefully worded and must convey all the information requested by the Town. Applicants will be scored by a staff panel, pursuant to the selection criteria listed and explained on pages 3 and 4. The panel may shortlist 2-3 firms that will be invited to participate in an oral presentation via phone or in person, if deemed appropriate. The request for an oral presentation shall in no way constitute acceptance or imply that an agreement is pending. The Town reserves the right to award this opportunity based on the initial RFP response without oral presentations.

QUESTIONS

Every effort has been made to ensure that all information needed by interested firms is included herein. If a firm finds that it cannot complete a proposal without additional information, it may submit questions, in writing, to the Town of Summerville Representative. No negotiations, decisions or actions shall be initiated by any firm or potential firm as a result of any verbal discussion with any Town of Summerville representative or employee.

All questions in connection with this proposal shall be directed to the Town of Summerville Representative: Jessi Shuler, 200 South Main Street, Summerville, SC 29483, jshuler@summerville.sc.gov.

The deadline for question submittal will be 5:00 p.m. on Tuesday, January 8, 2024.

PROFESSIONAL LIABILITY COVERAGE

The firm shall submit with its proposal evidence that it has or can obtain professional liability coverage in an amount not less than one million dollars and that said coverage includes but is not limited to the scope of work.

TIMEFRAME

Selection of the consultant will be completed at the beginning of February 2024. The resulting contract would begin as soon as contract negotiations are finalized and will be through 9/30/2027.

TERMINATION BY THE TOWN

In the event no funds or insufficient funds are appropriated and made available for payments due to any contract entered, then the Town shall immediately notify the firm of such occurrence, and this contract so entered shall create no further obligation of the Town as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, any contract shall terminate on the last day of the

fiscal year for which appropriations were received without penalty or expense to the Town of any kind whatsoever. No right of action or damages shall accrue to the benefit of the firm as to that portion of any contract entered that may so terminate. The Town shall provide the successful firm with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the firm shall not prohibit or otherwise limit the Town's or the State's right to pursue and contract for alternate solutions and remedies as deemed necessary by the Town or the State for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend any contract entered.

APPROVAL OF USE OF NAMES

The firm shall not have the right to include the Town names in its published list of customers without prior approval. With regard to news releases, only the name and duration of contract may be used and then only with prior approval of the Town. The firm agrees not to publish or cite in any form any comments or quotes from the Town Council members, officials or staff. The firm further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Town.

COMPLIANCE WITH CODES, ORDINANCES, INDUSTRY STANDARDS

During the term of any contract entered, it shall be the firm's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards. The contracted firm will also be held professionally liable for the work of any utilized subcontractors and shall provide assurances that such personnel will devote sufficient time to properly carry out the designated scope of project work.

The firm and any and all subcontractors of the firm shall have a Town of Summerville business license before work begins. In addition, the selected firm will be required to submit form W-9 and a Certificate of Liability Insurance with the Town of Summerville listed as the Certificate Holder before work begins or any payment is rendered.

ASSIGNMENT

No contract or its provisions may be assigned, sublet or transferred without the written consent of the Town.

SAFETY PRECAUTIONS

The Town assumes no responsibility with respect to accidents, illness or claims arising out of any work undertaken with the assistance of funds paid under the contract. The firm shall take necessary steps to insure or protect itself and its personnel. The firm agrees to comply with all applicable local, state, and federal occupational and safety acts, rules and regulations. The Town will require proof of Worker's Compensation coverage prior to the commencement of project work.

EQUAL EMPLOYMENT CLAUSE

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 12, Section 12.510, 90 and 91 (1990), the firm agrees that:

- a) Neither the consultant nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by

any Federal department or agency.

- b) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, familial status or national origin, and
- c) Affirmative action shall be taken to insure that applicants are employed, and that
- d) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, familial status or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The firm further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex or national origin. All inquiries made to the firm concerning employment shall be answered without regard to handicap, age, race, color, religion, sex or national origin. All responses to inquiries made to the firm concerning employment made possible as a result of the contract shall conform to Federal, State and local regulations.

UTILIZATION OF MINORITY FIRMS

It is a national priority of the U.S. Environmental Protection Agency (EPA) to award a fair share of federally funded contracts to small and minority businesses. The Contractor shall take steps to assure that small and minority businesses are utilized, whenever feasible, as potential sources for supplies, equipment, construction, and services.

Subcontracting with Small and Disadvantaged/Minority Business Enterprises, Women's Business Enterprises and Labor Surplus Areas: Affirmative steps shall include the following:

- (1) Including qualified small and minority businesses on solicitation lists;
- (2) Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
- (3) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and
- (5) Using the services and assistance of the Small Business Administration, the Governor's Office of Small and Minority Business Assistance, the Department of Commerce and the Community Services Administration as required.

DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F: The firm certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The firm's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Town, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. The notice shall include the identification number(s) of the affected contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

OTHER GENERAL CONDITIONS

Firms' Qualifications: The Town reserves the right to request satisfactory evidence of the firm's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the firm's ability to provide said services.

Response Period: All responses to this solicitation shall be good for a minimum period of thirty (30) calendar days subsequent to the proposal closing date.

Response Withdrawal: Any responses may be withdrawn prior to the established submission date and time, but not thereafter, without proper approval from the project coordinator.

Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

S.C. Law Clause: Upon award of a contract under this solicitation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that

applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this state, by submission of this solicitation, the firm agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the firm, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the firm in descriptive literature or specifications submitted with the firm's submission.

Gratuities/Kickbacks

It shall be unethical for any money, fee, commission, credit, gift, gratuity, thing of value or compensation of any kind to be provided, either directly or indirectly, as an inducement for the awarding of current and subsequent contracts or employment offers pertaining to this project.

DEBARMENT, SUSPENSION AND OTHER MATTERS RELATED TO PUBLIC TRANSACTIONS

The prospective firm certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) above
- d. Have not within a three-year period preceding this proposal had one or more public transactions terminated for cause or default

Where the prospective consultant/firm is unable to certify to any of the above statements, such prospective participant shall attach an explanation to his/her submitted proposal.

Restrictions for Lobbying

Funds received under this contract may not be expended to pay any person, or influence or attempt to influence an officer or employee of any agency, a member of Congress or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any contract; the making of any grant; the making of any loan; the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any such grant, loan or cooperative agreement. This restriction is also applicable to all subcontractors which the selected firm chooses to utilize for project related work.

Lawful Employment

The contracted firm shall ensure that all employees, associated with work performed under this contract, complete the I-9 form and certify that they are eligible for lawful employment under the Immigration and Nationality Act per 8 U.S.C. 1324(a).

Human Trafficking

Under the Trafficking Victims Protection Act (TVPA) of 2000, as amended by 22 U.S.C. 7104 (g), human trafficking and associated activities are prohibited. The contracted firm agrees to abide by all applicable provisions of the TVPA regulations.

Texting While Driving

In accordance with Executive Order 13513 “Federal Leadership on Reducing Text Messaging while driving,” the contracted firm and any of its hired subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving on government related business.

NO COLLUSION AFFIDAVIT OF BIDDER

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

_____(“Proposer”), BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/She is _____ (owner, partner, officer, representative, agent) of _____, the proposer that has submitted the attached bid;
2. He/She is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding such Bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, agents, representatives, employees or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or persons to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from quoting in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element to the bid price of any other bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Summerville, Dorchester County, South Carolina, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, owner, employees, representative, or parties in interest including this Affiant.

SIGNED: _____

TITLE: _____

Subscribed and sworn before me this _____ day of _____ 2022.

NOTARY PUBLIC: _____.

My commission expires: _____.