



IMPERIAL REGIONAL ALLIANCE, INC.

REQUEST FOR PROPOSALS (RFP)
2024 EPA BROWNFIELDS
ASSESSMENT PROPOSAL
FOR QUALIFIED ENVIRONMENTAL
PROFESSIONAL



TABLE OF CONTENTS

1. Introduction
 - 1.1. Background and Purpose
 - 1.2. Minimum Qualifications
 - 1.3. RFP Contact
2. Scope of Work
 - 2.1. Project Description and Summary
 - 2.2. Task 1: Project Management and Planning
 - 2.3. Task 2: Brownfields Inventories, Phase I and II ESA's
 - 2.4. Task 3: Clean-up and Reuse Planning
 - 2.5. Task 4: Community Engagement and Involvement
 - 2.6. Schedule of Procurement Activities
3. Proposal Format and Content
 - 3.1. Proposal Due Date
 - 3.2. Proposal Format
 - 3.3. Acceptance of Proposals
 - 3.4. Proposal Content
 - 3.5. Letter of Transmittal/Executive Summary
4. Technical Proposal
 - 4.1. Project Staffing and Project Organization
 - 4.2. Work Plan
 - 4.3. Data Collection and Reporting
 - 4.4. References
 - 4.5. Exceptions/Deviations
 - 4.6. Pricing Proposal
5. RFP Selection Process and Criteria
 - 5.1. Selection Process
 - 5.2. Selection Criteria
6. Contract Provisions
 - 6.1. Federal Contract Provisions
 - 6.2. Disadvantaged Business Enterprises
 - 6.3. Insurance Requirements
 - 6.4. Precontractual Expenses
 - 6.5. Reservations
 - 6.6. Right to Cancel
 - 6.7. Waives Rights to Protest
 - 6.8. Conflict of Interest
 - 6.9. Special Terms, Conditions and Exceptions



1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

Imperial Regional Alliance (IRA), is a non-profit organization that aims to improve the quality of life for low-to-moderate income residents of Imperial Valley by providing links between education, job training and employment opportunities. IRA provides over a dozen no-cost programs to residents and local businesses and is reliant on outside funding sources from grants to accomplish our mission. Small populations and the prevalence of low-income families contribute to a low tax base within the County and various Cities, resulting in limited funding to address the needs of the local communities. IRA steps in as a problem-solver and a facilitator by identifying funding sources for necessary programs and resources. In addition, the concentration of distressed properties, blighted conditions, and unquantified or unknown environmental concerns in these Target Areas (TAs) creates a challenge to attract traditional investment and developers.

ii. Threats to Sensitive Populations (1) Health or Welfare of Sensitive Populations Demographic information for Imperial County and the TAs demonstrates the wide gap between this region's population and the rest of California. Minorities represent more than 80% of the population, more than double the percentage at the national level. The median household income is less than two-thirds of the state's median income at only \$46,222. Additionally, the percentage of people living in poverty is nearly double the state and national poverty rates at 22.5%.

According to the US Census, sensitive populations including the elderly (10%) and young children (up to 9.1%) are more prevalent within the target areas than the state. These at-risk groups are particularly sensitive to upper respiratory health concerns as well as cancer related illnesses, complicated by brownfields in the target areas. A lack of healthcare providers compounds the health concerns of brownfields and other cumulative impacts.

The most impactful and pervasive environmental issue in Imperial County is the severely degraded air quality. The county's air quality has been in non-attainment of federal and state clean air standards since 1997. Residents are exposed to elevated levels of ozone and particulate matter generated from vehicles and industry in neighboring border and large metropolitan areas, including our TA's. Coarse particulate matter is generated by fugitive dust blowing off fields, ditch bank roads along canals, and created by field burns. Air quality impacts and lack of access to primary health care have resulted in a health crisis and environmental justice issues across the wider region and in particular, the target areas.

Four out of every five Imperial County residents are Latino and according to an American Lung Association report, Latinos in the U.S. face a number of specific challenges that can contribute to poor respiratory health: rundown housing, near busy roads, poor English proficiency, no health insurance and agriculture and construction jobs that expose them to pesticides and other hazards.

Assessment and prioritization of the brownfield sites will place a plan of action in motion focused on revitalizing the local communities, making a safer, healthier and inviting city full of opportunities for new employment and a more walkable and friendly center of commerce and business. Community reuse planning will utilize the current abundance of brownfield sites and convert them into new local retail and residential establishments in the downtown public transit corridors for local residents and transit dependent citizens. This concept will decrease vehicle miles traveled in the region by lessening consumer travel to other cities for retail commerce activities, subsequently reducing harmful greenhouse gas emissions to the already unhealthy Imperial Valley air.



IRA is soliciting proposals for a Qualified Environmental Professional (QEP) to complete all deliverables outlined in this Request for Proposal (RFP).

IRA is seeking a qualified QEP team to carry out the activities of a EPA Community Wide Brownfield Assessment Cooperative Agreement in compliance with state and federal competitive contractor procurement requirements.

1.2 MINIMUM QUALIFICATIONS

The QEP must be licensed to do business in the State of California.

IRA requires a well-managed and financially-sound QEP with demonstrated skills and technical ability, high levels of customer service, responsiveness, and satisfaction, in order to fulfill the requirements outlined in this RFP. The potential QEP should read this document in its entirety before preparing and submitting a proposal.

1.3 RFP CONTACT

The RFP Contact is the sole point of contact for this procurement. All communication between the QEP and IRA upon receipt of this RFP shall be with the RFP Coordinator by email.

Any parties interested in submitting a proposal shall send the RFP Coordinator an email with the most appropriate email address so that any updates and/or answers to questions will be shared to everyone who submits an email address.

RFP Contact:

Sean Wilcock
Vice President of Business Development
Imperial Regional Alliance
2415 Imperial Business Park Drive, Suite A
Imperial, CA 92251
sean@ivedc.com

Any other communication will be considered unofficial and non-binding to IRA. Communication directed to parties other than the RFP Contact may result in disqualification of the QEP.

2. SCOPE OF WORK

2.1 PROJECT DESCRIPTION AND SUMMARY

All activities conducted with grant funds must comply with the EPA's Assessment Terms and Conditions. By submitting a proposal, the QEP represents that it has thoroughly examined and familiarized itself with the services required, and states that it is capable of performing said services.



2.2 TASK 1: PROJECT MANAGEMENT AND PLANNING

IRA will be responsible for management, execution and administration of the cooperative agreement for both priority and non-sites. IRA will provide quarterly reporting on sites and ACRES database where assessment activities occur.

QEP Deliverables:

The QEP will provide program administration and compliance, MBE/WBE forms, and other programmatic support necessary to maintain compliance with EPA cooperative agreement terms and conditions.

2.3 TASK 2: BROWNFIELD INVENTORIES, PHASE I AND II ESA'S

IRA will be responsible for leading the inventory process, site selection, ACRES reporting, and will oversee the activities managed by the QEP. The inventory and community input will identify additional priority sites in above and beyond target areas previously identified. Additionally, IRA will secure site access agreements and conduct property eligibility determinations.

QEP Deliverables:

The QEP will be required to complete countywide Brownfield inventories, a Quality Assurance Project Plan (QAPP), 12 Phase I ESA Reports following ASTM E1527-13, 6 Phase II ESA investigations/reports following current ASTM and regulatory standards including Sample Analysis Plan (SAP) for each. Additionally, the QEP will be required to track the number of parcels for which Phase I and Phase II ESAs are completed and report to IRA

2.4 TASK 3: CLEAN-UP PLANNING

Deliverables:

The QEP will be responsible for creating 2 cleanup plans while addressing regulatory compliance requirements at the priority sites. The QEP will identify Brownfield issues and provide an explanation of how these issues would impact various types of development.

2.5 TASK 4: COMMUNITY ENGAGEMENT AND INVOLVEMENT

Expand on the IRA initiatives specifically related to the Target Areas through meaningful public participation with community partners.

Deliverables:

IRA and the selected QEP will collaborate on organizing a community outreach meeting, a site-specific stakeholder meeting and obtain necessary meeting materials.



2.6 SCHEDULE OF PROCUREMENT ACTIVITIES

Tasks	Date
RFP Date of Issue	2/7/2024
Question and Answer Period	2/7/2024 to 2/21/2024
Proposals Due	3/8/2024
Evaluating Proposals Period	3/8/2024 to 3/15/2024
Interview with top 3 Selected Candidates	3/20/2024
Negotiate and Approval of Contracts	3/20/2024 to 3/29/2024
Begin Contract Work	4/8/2024

IRA reserves the right to revise the schedule above.

3. PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL DUE DATE

Proposals are due no later than 3/8/2024 at 5pm Pacific Standard Time. Proposals received after this date and time will not be reviewed.

Proposals are to be sent through certified mail, dropped off in-person or emailed to:

**Sean Wilcock,
VP of Business Development
Imperial Regional Alliance, Inc.
2415 Imperial Business Park Drive, Suite A
Imperial, CA 92251
sean@ivedc.com**

3.2 PROPOSAL FORMAT

Submittals received by fax or any other method not stated above will not be accepted. The proposal shall be held in confidence until the award of the contract. The individual price proposal sheet shall be retained as “proprietary” and “confidential”, if so marked.

3.3 ACCEPTANCE OF PROPOSALS

IRA reserves the right to accept or reject any and all proposals or any item or part therein, or to waive any irregularities or informalities in any proposal. IRA reserves the right to withdraw this RFP at any time without prior notice. IRA makes no representation that any contract will be awarded to any QEP who submitted a proposal to this RFP.



3.4 PROPOSAL CONTENT

The proposal should be typed in font size 11 or 12 and submitted on an eight-and-a-half (8 ½) by (x) eleven-inch (11”) size paper unless necessary for tables or charts., using a binder and with appropriate signatures. Proposals shall not exceed 35 pages in length. The page maximum requirement does not include section dividers, required forms or the price proposal. The presentation style should be concise without lengthy narrative or elaborate promotional materials.

3.5 LETTER OF TRANSMITTAL/EXECUTIVE SUMMARY

The letter of transmittal shall be addressed to Sean Wilcock, VP of Business Development, and must at a minimum, contain the following:

1. Identification of the QEP, including legal name, legal form of company, address, email address, fax and telephone numbers;
2. Identify that the proposal is for the “IRA 2024 EPA Brownfields Assessment Technical Proposal”;
3. Number of years the QEP’s company has been in business;
4. If applicable, proposed working relationship between the QEP and the subcontractor who supply or provide services are ten percent (10%) or greater of the total component costs and provide the subcontractor’s name, address, and telephone number.
5. Name, title, address, telephone number, and email address of contact person during the period of proposal evaluation;
6. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal;
7. The signature of a person authorized to bid/negotiate the terms of the proposal.

Describe how the delivery of environmental consulting services will be provided to IRA, the location of the offices and the anticipated response time to IRA’s requests. If the firm is proposing to co-respond with another firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service.

4. TECHNICAL PROPOSAL

This section of the proposal should establish the ability of the QEP to satisfactorily, perform the required work by demonstrating experience in performing work of a similar nature; competence in the services to be provided; strength and stability of the QEP; staffing capability; workload; record of meeting schedules on similar projects; and supportive client references. **(part of page limit)**

1. Provide a brief profile of the QEP, including types of services offered; the year founded; form of the organization, number, size and location of offices; and number of employees.



2. Provide a general description of the QEP's financial condition and identify any conditions (e.g., bankruptcies, pending litigation, etc) that may affect the QEP's ability to complete the project. An audited financial statement, a Dun and Bradstreet report or one (1) page summary from a licensed Certified Public Accountant shall be submitted. The statement shall clearly identify the financial status and condition of the QEP's immediate business entity, as well as the overall company. The documents should be dated no more than twelve (12) months prior to the date of submission.
3. Describe the QEP's experience in performing work of a similar nature to that solicited in this RFP. Phase I and II ESA activities will be conducted by qualified environmental professionals in accordance with current American Society for Testing and Materials (ASTM) standards and all appropriate inquiry.
4. Provide all applicable license numbers for licenses relevant to or required for this project, the names of the holders of those licenses, and the names of the agencies issuing those licenses.
5. If applicable, identify subcontractors and suppliers who provide supplies or services that are ten percent (10%) or greater of the total services costs by company name, address, contact person, telephone number and project function. Describe the QEP's experience working with each subcontractor or supplier and information specific to the subcontractor's qualifications to perform the identified services.

4.1 PROJECT STAFFING AND PROJECT ORGANIZATION

This section of the proposal will establish the method which will be used by the QEP to manage the project and subcontractors as well as identify key personnel assigned.

1. Submit a project organization chart which clearly shows all communication/reporting relationships among the project staff, subcontractors and suppliers and assigned work tasks.
2. Provide name(s) and resumes of the proposed Project Manager and all key personnel that will be assigned to IRA's project. The QEP should demonstrate how this will be ensured and should indicate the percent of time each individual is dedicated to this project, and other non-IRA projects, if applicable.
3. Include the statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without prior written concurrence of IRA.
4. Indicate adequacy of labor resources by utilizing a table projecting the labor-hour allocation to the project for each position category. Indicate the number of full-time and part-time employees for all operations (include numbers for subcontracted work).

4.2 WORK PLAN

The QEP will develop a detailed narrative which addresses the Scope of Work requirements and shows the QEP's understanding of the local environment, relevant laws, and IRA's requirements. Throughout the narrative, the QEP should include past experiences for each section in the Scope of Work.



4.3 DATA COLLECTION AND REPORTING

The QEP should describe their process for collecting and reporting operational performance and maintenance data and demonstrate their understanding of various daily data collection activities and reporting requirements for a federally funded system.

All proposals submitted in response to this RFP become the property of IRA.

4.4 REFERENCES

The QEP must provide a minimum of three (3) references for the projects cited as related experiences, and furnish the name, title, address, and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. The QEP may also supply references from other work not cited in this section as additional related experience.

4.6 PRICING PROPOSAL

The QEP shall complete an itemized and detailed price list. Subcontractors are to be listed separately. All line items in the categories of expenditure shall be clearly explained.

The QEP shall briefly detail the services and costs associated with Phase I and Phase II Environmental Site Assessment (per ASTM guidelines). Example must identify:

- Typical preparation time.
- Estimated cost of preparation.
- Description of work involved.

Vague descriptions (e.g., “other staff expenses,” “other operating expenses,” “management support” and “support services”) without adequate, reasonable description in a footnote is not acceptable and may render a proposal non-responsive to this RFP or result in the rejection of the proposal.

5. RFP SELECTION PROCESS AND CRITERIA

5.1 SELECTION PROCESS

Responses will be evaluated based upon the documented ability of the QEP to satisfy the requirements of this RFP. The selection criteria are detailed below. It is expected that the review committee will include four (4) persons. Each reviewer will complete the scoring independently. Ratings will be assigned by reviewers and multiplied by the weight to determine the score. All the scores will be combined for each QEP to determine a total score. If determined necessary by the selection committee, the highest scoring QEPs will be invited to participate in [an in-person (or virtual)] interview at a [specific date and time to be determined].

5.2 SELECTION CRITERIA

QEPs will be ranked (5 – Outstanding to 0 – Unresponsive) based on qualifications and project understanding as determined to be in the best interests of IRA and will be evaluated against the criteria listed below. IRA reserves the right to rate each Task separately.



Written Proposal Criteria (subject to change)	Rating (0-5)	Weight – 100%
Demonstrated experience in addressing contaminated properties		25%
Demonstrated experience in successfully completing projects/tasks		25%
Demonstrated experience in effectively engaging with community members and federal and state agencies		10%
Experience and capacity of project team/personnel		10%
Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services.		25%
Specific experiences, references and/or considerations the QEP has that makes it uniquely qualified		5%
Submittal Score:	Total=	Total=

6. CONTRACT PROVISIONS

6.1 FEDERAL CONTRACT PROVISIONS

Work performed under agreements resulting from this RFP may be subject to federal contractual provisions. IRA hereby puts QEPs on notice that a successful award at the end of this process may be contingent upon an agreement between IRA and the QEP to comply with standard federal contractual provisions, including but not limited to, Equal Employment Opportunity, Anti-Kickback and Davis-Bacon, contract work hours and safety standards, right to inventions, clean air and water act compliance, anti-lobbying requirements and non-award to debarred/suspended contractors.

6.2 DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

The QEP are urged to obtain MBE/WBE participation on this project. It is IRA's policy to provide disadvantaged, minority, and women-owned business enterprises an equitable opportunity to participate in all contracting opportunities.

6.3 INSURANCE REQUIREMENTS

At its expense, the successful QEP must obtain and maintain Automobile Liability, Professional Liability, Worker's Compensation and Employees Liability, Commercial General Liability and any other related insurance that fully meets the requirements of all IRA's and the EPA's requirements. Evidence of insurance coverage will need to be in place before a QEP starts performing any service.

A QEP must be prepared to meet all insurance requirements if the QEP is awarded a contract. IRA will require certificates of insurance and additional insured endorsements when the successful QEP submits a signed contract to IRA.



6.4 PRE-CONTRACTUAL EXPENSES

IRA will not assume any responsibility or liability for any expenses incurred by a QEP, or prospective QEP, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFP.

6.5 RESERVATIONS

IRA does not create any obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer. IRA reserves the right to reject any and all responses without cause, waive irregularities in all procedures related to this RFP, make inquiries of QEPs and their references and clients regarding qualifications or information submitted as part of their responses as deemed necessary, conduct personal interviews of any or all QEPs, and request and receive additional information as IRA deems necessary.

6.6 RIGHT TO CANCEL

IRA reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of the contract resulting from qualification under this process, if it is in the best interest of IRA to do so.

6.7 WAIVES RIGHTS TO PROTEST

By submitting a response to the RFP, the QEP waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP.

6.8 CONFLICT OF INTEREST

QEP shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a qualification in response to this RFP, QEPs affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a servant of IRA or any employee or representative of the same, in connection with this qualification process. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a QEP's qualification. IRA will determine whether a conflict of interest exists and whether it may reflect negatively on IRA's selection of a QEP. IRA reserves the right to disqualify any QEP on the grounds of actual or apparent conflict of interest.

6.9 SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

- a. In the event the selected QEP does not enter into the required agreement with IRA to carry out the activities described in this RFP, IRA may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.
- b. In no event shall any obligation of any kind be enforceable against IRA unless a written agreement has been entered into.
- c. Should an inconsistency between IRA and EPA Terms and Conditions arise, the EPA Terms and Conditions shall apply.
- d. By submitting a response to the RFP, each QEP acknowledges:
 - a. To have read the entire RFP and all attachments
 - b. Agrees to all terms and conditions.