



# OakPointe Centre

**REQUEST FOR PROPOSALS (RFP)/  
REQUEST FOR QUALIFICATIONS (RFQ)  
FOR QUALIFIED ENVIRONMENTAL SERVICES TO PERFORM  
BROWNFIELD CLEANUP ACTIVITIES  
419 Bourne Avenue  
Somerset, Kentucky  
BID #2024100**

**Issued: February 20, 2024  
Submittals must be received by: March 25, 2024 by 10:00am**

Proposals may be dropped off at:

God's Food Pantry  
Attn: Brenda Russell  
119 S. Central Avenue  
Somerset, KY 42501

Or Mailed to:

OakPointe Centre  
Attn: Brenda Russell  
PO Box 259  
Somerset, KY 42502

## 1. INTENT

OakPointe Centre has recently received a Brownfields Cleanup Grant by the U.S. Environmental Protection Agency (EPA) and intends to hire a qualified firm or team of firms, hereinafter referred to as Consultant/Contractor,” to conduct environmental services for the OakPointe Centre Brownfields program as well as provide procurement assistance for environmental contractor for actual site clean-up. OakPointe Centre will procure environmental consultant services in accordance with the requirements of the EPA terms and conditions of the Cooperative Agreement. The Consulting Firm will be selected according to specific criteria outlined in the RFP/RFQ and will provide technical services to OakPointe Centre with respect to the remediation of eligible properties including:

- \*Conduct environmental remediation activities meeting regulatory state requirements;
- \*Quality Assurance Project Plan (QAPP);
- \*Perform closure reporting;
- \* Conduct community outreach.

## 2. INTRODUCTION

OakPointe Centre in Somerset, Kentucky has been awarded at \$999,821 U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant to pay for the remediation activities for cleanup of a site located at 419 Bourne Avenue, Somerset, Kentucky. The proposed Brownfield cleanup site is a 1946 warehouse building consisting of about 95,000 square feet. Once remediation is complete, the building will be redeveloped to provide wraparound supportive services to families living in poverty. These include an expansion of the local food pantry, which has outgrown its current location, a clothing center, life-skills education center, financial education center, medical clinic, addiction services, shower facilities for the homeless, and other activities/entities dedicated to the mission of moving poverty-stricken families forward in their lives. OakPointe Centre is seeking proposals from firms so it may select a Licensed Environmental Professional who will work with its staff, the EPA, other stakeholders, and the community in overseeing this cleanup project.

## 3. SCOPE OF SERVICES REQUESTED

The following list of activities represents the scope of services being requested:

### **TASK 1 – Program Management/Cooperative Agreement Oversight**

**\*Reporting and Tracking:** This task includes oversight of OakPointe Centre’s Cooperative Agreement with US EPA for this project, ensuring compliance with the Agreement, Work Plan, Schedule, and EPA’s regulations. This task also includes preparation/submittal of Quarterly and Annual Reports, MBE/WBE reporting, entering information in the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) database for the project, reporting to stakeholders, management of the federal grant funds for the project and final closeout.

### **TASK 2 – COMMUNITY ENGAGEMENT**

**\*Community Relations Plan:** Assist OakPointe Centre’s staff in preparation of a plan to involve public in cleanup activities, with focus on how the public will be made aware of project, meeting times and dates, and comment periods; and aid in preparation of a ‘fact sheet’ regarding the cleanup project, including answers to frequently asked questions, that can be made available for the public. Participate and consult on planning activities.

**\*Implement 30-Day Public Comment Period on Analysis of Brownfields Cleanup Alternatives:** Update the existing Analysis of Brownfield Cleanup Alternatives (ABCA) for the Evaluation of Corrective Action Alternatives (ECCA). The ABCA should include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis. Present findings at a public meeting to receive and respond to questions and comments.

**\*Public Meetings:** Participate in up to 3 public meetings during the grant cycle held before, during and after site cleanup.

### **TASK 3 – CLEANUP PLANNING**

**\*Final Remedial Action Plan (RAP)/Abatement Plan:** Prepare draft cleanup/abatement plan in conjunction with OakPointe Centre and its partners; finalize the RAP, the analysis of brownfield cleanup alternatives (ABCA) and submit to EPA, as appropriate, for review and approval.

**\*Prepare Quality Assurance Project Plan (QAPP):** Environmental samples collected as part of a cleanup Project must have Quality Assurance Action Plan (QAPP) approved by EPA before samples are collected. EPA's Region 4 Brownfields Program has provided [instructions on the preparation of the QAPP](#). Any environmental confirmatory sampling to be conducted on site should be done so in accordance with the approved QAPP and Sampling Plan, as well as Occupational Safety and Health Administration regulations. *The project PM must submit the QAPP to EPA 60 days prior to any sampling, must retain the approved QAPP with the official records for the collaborative agreement, and must review the QAPP annually for compliance with EPA's Requirements for Quality Assurance project Plans.*

**\*Transportation Procedures:** Verify any special provisions for the transportation of hazardous waste per [49 CFR Part 173](#) and [49 CFR 172.102](#) as well as applicable state regulations.

**\*Disposal Procedures:** Obtain and verify any appropriate permitting needed for disposal facilities including National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR part 61, subpart M) and EPA's most recent "Asbestos Waste Management Guidance."

**\*Assistance with Bidding and Selection of Environmental Contractor:** preparation of bid package in conformance with OakPointe Centre's procurement processes, 2 CFR 200 as applies to non-Federal entities, and the terms and conditions of the governing Cooperative Agreement with EPA including detailed demolition design documents (plans, specifications), Davis-Bacon requirements, and bid form; work with OakPointe Centre in good faith efforts to meet the Disadvantaged Business Enterprise (DBE) goals for the project; preparation of a budget detailing how funds will be used to clean up the site; conduct site visit with interested contractors; review of submitted bids and recommend contractor for award.

#### TASK 4 – OVERSEE CLEANUP ACTIVITIES

**\*Oversight of Cleanup Activities:** Conduct appropriate site inspections to ensure proper procedures are being followed and that work is performed according to bid documents; ensure that wage rates and posters are available to workers on-site; collect, review, and maintain payrolls; conduct on-site labor interviews; ensure cleanup is conducted according to applicable to State and Federal rules, regulations, and guidelines; and ensure work is proceeding according to the established timeline.

**\*Project Updates:** Prepare and submit weekly updates, including photographs of work in progress.

**\*Confirmatory Sampling:** Collection of post-cleanup samples, if necessary.

**\*Cleanup Documentation:** Prepare and submit any required close-out documentation to local, state or federal agencies indicating that cleanup is complete and identifies any institutional controls and long-term monitoring; receive final cleanup documentation and submit to EPA; Prepare final technical report and grant closeout material.

#### 4. PROPOSAL RESPONSE CONTENTS

The following items must be included in a firm’s response:

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of the RFP/RFQ may be disqualified. Proposals should identify the Consultant planning processes, tasks, types and sources of information to be collected, and staff expected to be involved in the work. The proposal should also note how the clean-up plan study will be presented to OakPointe Centre.

Written proposals should include, at a minimum, the following information in the order requested:

**\* Cover Letter.**

Cover letter should include:

- a. Bidder’s company letterhead with all contact information provided.
- b. Signature of authorized representative and point of contact for the firm.
- c. Bid certifications as follows:

\* I certify that my company \_\_\_\_\_ is presently not suspended and has not been debarred from doing business with federal funds.

\* I hereby agree to furnish the services stipulated at the price quoted.

\* I further attest that I am a Corporate Official or Officer representing my firm and I have signatory authority to present these bid documents. *If submitting as a company partnership, one of the partners shall sign. If made by an individual, that individual shall sign it.*

**\* Statements of qualifications and experience.** Please state the following (maximum of 5 pages):

- a. Give the company/firm/team history, background and relevant experience.
- b. The name(s), business address, phone number, email address of firms and individuals proposed to participate in all tasks identified in the scope of work.
- c. The background, education and relevant experience of all team members proposed to participate in all tasks identified in the scope of work. The principal in charge and project manager shall be identified along with the roles of other significant project participants.
- d. Experience with contaminated properties and remedial activities OR provide a qualified listing of staff members with experience in these types of activities.

Suggested Format

Name:

Title:

Staff or Subcontractor? \_\_\_\_\_% on project

License number(s) if applicable:

License Classification(s) if applicable:

No more than five sentences to include: Professional biography, highlighting key qualifications, experience, licenses, certifications and education.

Provide a minimum of three references (properties in Kentucky), giving the name of the project, description of project, project period, and project costs.

e. Experience with community outreach. Please provide a minimum of three references (properties in Kentucky), giving the name of the project, description of project, project period, and project cost.

f. Quality Assurance Methods: Affirm that the Consultant/Contractor has prepared an EPA-approved generic Quality Assurance Plan.

**\* Scope of Work.** Proposed approach to the scope of work which includes major tasks required to complete the remedial activities. The statement of approach should also include a discussion of quality control for each phase of work outlined in this RFP/RFQ.

**\*Project Schedule.** Proposed project schedule in accordance with basic requirements of this RFP/RFQ.

**\*Fee Proposal.** The fee proposal shall include fixed costs associated with the delivery and provision of carrying out all tasks specified in the Consultant/Contractor Scope of Work of this RFP/RFQ including pricing for staff, remedial work and report preparation.

**\*Proposed Subcontractors.** The successful respondent will assume sole responsibility for the complete project as required in this RFP/RFQ. OakPointe Centre will consider only one individual/firm/company as the sole point of contact regarding contract matters, whether or not subcontractors are used for one or more parts of this project. Respondents who intend to subcontract one or more elements of this project to other firms/individuals shall identify those work elements to be subcontracted and the firm/individual subcontractor. All subcontractors shall be included in the respondent's statement of qualifications.

**\*Proposed Laboratories**

1. Name and numbers of laboratories for all the analyses in the matrices of interest:

I attest that said laboratories are accredited by the National Environmental Laboratory Accreditation Program (NELAP).

2. Name and numbers of laboratories for asbestos testing:

I attest that said laboratories are National Voluntary Laboratory Accreditation Program (NVLAP) or American Industrial Hygiene Association (AIHA) certified.

**\*Litigation**

Provide a description of litigation to which your firm has been a party to in the past five years. Please include the following details:

1) Name of case

2) Date filed

3) Court in which filed

4) Judgment or result

**\*Insurance Documents**

A written statement providing the ability to produce a Certificate of Insurance with the following endorsements, amounts, and provisions:

**GP 1. A Certificate of Insurance**, naming OakPointe Centre and the United States Environmental Protection Agency as additional insured will be required at time of award of contract. The consultant must provide insurance against accidents and catastrophic loss to manage any risk inherent in completing the projects as outlined in 40 CFR 35.6590 (a) and (c). The Certificate of Insurance must be expedited by an insurance company authorized by the Kentucky Department of Insurance. Said insurance company shall have a size category of VII or larger by A.M. Best Company, Inc. and have a rating of A or better by A.M. Best Company, Inc. CONSULTANT will provide evidence of such size category and rating.

The Certificate of Insurance must list the **type of insurance coverage and minimum acceptable** to OakPointe Centre, which include:

GP 1.1.1 Professional Liability Insurance coverage of a least \$1,000,000 per occurrence and \$2,000,000 general aggregate.

GP 1.1.2 General Liability coverage of least \$1,000,000 personal and advertising injury; \$2,000,000 products completed operations, \$2,000,000 general aggregate, \$50,000 fire damage legal liability \$5,000 medical expense.

GP 1.1.3 Auto Liability of \$1,000,000 combined single limit.

GP 1.1.4 Excess/Umbrella Liability of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

GP 1.2. **Insurance clause to Indemnify, Defend and Release** (“Save or Hold Harmless Clause”).

GP 1.2.1 General. To the extent allowable under applicable law, CONSULTANT will indemnify, defend with counsel approved by OakPointe Centre, release and hold harmless OakPointe Centre and OakPointe Centre's related parties, as well as the United States Environmental Protection Agency from and against all liabilities paid, incurred or suffered by, or asserted against, OakPointe Centre or OakPointe Centre's related parties, as well as the United States Environmental Protection Agency arising out of or in connection with this AGREEMENT, including in connection with any alleged failure of OakPointe Centre or OakPointe Centre's related parties to enforce provisions of this AGREEMENT or of applicable law.

GP 1.2.2 **Indemnity During Term Only.** CONSULTANT's indemnity is limited to liabilities resulting from Services from and after the AGREEMENT execution date through the termination date. However, CONTRACT'S INDEMNITY OBLIGATIONS UNDER THIS SECTION RESULTING FROM SERVICES DURING THE TERM WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

GP 1.2.3 **Reimbursement of Enforcement costs.** If CONSULTANT fails to pay any Indemnities and that failure results in any costs to OakPointe Centre, within fifteen (15) days of OakPointe Centre request, CONSULTANT will pay OakPointe Centre's reimbursement costs for those costs.

GP 1.3 **Workers Compensation, Employees Liability and Disability Benefits coverage of statutory limits.** The consultant must also furnish proof that it maintains Workers Compensation, Employees Liability and Disability Benefits coverage of statutory limits.

GP 1.4 **CONSULTANT will insure each subcontractor performing Services** by providing evidence that either 1) CONSULTANT is maintaining Insurance required by this Section protecting the following parties -- CONSULTANT, OakPointe Centre, and OakPointe Centre's related parties, as well as the United States Environmental Protection Agency -- against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining said Insurance naming additionally insured a defined in **SECTION GP 1.1**.

GP 1.5 **Requests for endorsements, schedules and other evidence of coverage.** CONSULTANT will provide endorsements, schedules and other evidence of coverage with respect to CONSULTANT and any subcontractor requested by and acceptable to OakPointe Centre 1) on or before the AGREEMENT execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Working Days of OakPointe Centre's request.

GP 1.6 **Requests for certificates or other evidence of insurance coverage.** CONSULTANT will provide certificates (or other evidence of insurance coverage) containing at a minimum, the following information with respect to CONSULTANT and any subcontractor:

GP 1.6.1 Agreement name: explicitly identify this AGREEMENT (for example, Environmental Services: Brownfields Clean-up Grant Management, Planning, and supervision), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this AGREEMENT.

**GP 1.6.2 Types, policy numbers, policy effective / expiration dates and limits.** Certificates (or other evidence of insurance coverage) shall explicitly reference each type and corresponding limit of coverage required under this AGREEMENT, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy form.

**GP 1.6.3 Thirty (30) days' cancellation notice.** Certificates (or other evidence of insurance coverage) shall contain the express condition that OakPointe Centre must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that notice and the Cancellation information on the certificate of insurance must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives;"

**GP 1.6.4 Deductibles and self-insured retentions.** Deductibles and self-insured retentions shall identify any deductible and self-insured retention. Upon OakPointe Centre request, CONSULTANT will reduce any self-insured retention as it applies to OakPointe Centre or provide a letter of credit, certificate of deposit or other financial assurance acceptable to OakPointe Centre, guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims, administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to OakPointe Centre; and

**GP 1.6.5 Claims made.** If any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the AGREEMENT execution date. CONSULTANT must maintain that coverage for at least five (5) years after the termination date. Promptly upon OakPointe Centre request, CONSULTANT must provide OakPointe Centre with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT.

**GP 1.6.6 Endorsements.** CONSULTANT must provide copies of the following endorsements or other documentation with respect to CONSULTANT and any Subcontractor satisfactory to OakPointe Centre; 1) additional insured endorsement to each liability policy, explicitly OakPointe Centre, as well as the United States Environmental Protection Agency and their officers, agents and employees as additional insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by OakPointe Centre and its officers and employees.

**GP 1.6.7 Schedules.** CONSULTANT must provide schedules or other evidence that liability policies of CONSULTANT and any Subcontractor provide contractual liability coverage for indemnities, such as listing this AGREEMENT as an "insured contract."

**GP 1.6.8 Signature verification.** At OakPointe Centre's request, CONSULTANT must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of CONSULTANT and any Subcontractor is authorized to do so and identifies his or her company affiliation and title. LSE may require complete, certified copies of CONSULTANT's insurance policies at any time.



GP 1.6.9 **Notice of claims.** If any Person makes a claim against CONSULTANT or any Subcontractor exceeding the amount of any deductibles or self-insured retentions, CONSULTANT will promptly notify OakPointe Centre of the claim.

## 5. SELECTION CRITERIA

The following provides the relevant evaluation criteria:

- \*Knowledge of regulations and remedial techniques in Kentucky – 15 points possible
- \*Experience with environmental remediation under EPA brownfield cleanup grants and/or other federal and state programs– 15 points possible
- \*Project management capability including reporting, community outreach and timely completion history– 15 points possible
- \*Staff qualifications and firm credentials– 15 points possible
- \*References– 15 points possible
- \*Competitive fee – 25 points possible

**Total of 100 points possible.**

\*The top 2 bids will be invited to an OakPointe Centre panel interview to present their bid in person the week of April 15, 2024. Based on that presentation, there will be an additional 100 points possible. Points awarded at the interview will be added to the original bid total and a QEP will be selected. Selection criteria will remain the same as stated in the original RFP/RFQ.

## 6. SUBMISSION PROCEDURE AND DEADLINE

Proposals are due by March 25, 2024, by 10:00 A.M. Please submit four (4) paper copies of the proposal. All proposals must be printed on 8.5" x 11" paper. All materials must be received prior to the deadline. Please address all mail submissions to:

OakPointe Centre  
Attn: Brenda Russell  
PO Box 259  
Somerset, KY 42502

Please mark your envelope with: OakPointe Centre Brownfields Cleanup Proposal

You may also hand deliver your proposal to:

God's Food Pantry  
119 S Central Avenue  
Somerset, KY 42501

Office Hours are Monday – Friday 7:30am-3:30pm

Email a PDF copy of the Firm's submission to [oakpointecentre@gmail.com](mailto:oakpointecentre@gmail.com)

Please utilize the subject line: [Your Firm's Name] OakPointe Centre Brownfields Cleanup Proposal

## 7. PERIOD PERFORMANCE

The period of performance for this grant is July 1, 2023 – September 30, 2027. OakPointe Centre would like to have all remediation fully completed with final reports submitted no later than December 1, 2025.

## 8. QUESTIONS

All questions must be directed, via email to Brenda Russell at [oakpointecentre@gmail.com](mailto:oakpointecentre@gmail.com) no later than March 8th, 2024, by 4:00pm. OakPointe Centre will issue a written response to any inquiries or questions by 4:00pm March 13th, 2024. All responses issued will be done as part of an addendum to be included at the location of the posting on here at <https://oakpointecentre.org/>.

**Unauthorized Contact** - Prospective CONSULTANTS shall not directly contact OakPointe Centre officers, employees, or agents, nor officers and employees of the United States Environmental Protection Agency with questions or suggestions regarding this RFQ/RFP. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONSULTANT.**

## 9. SITE VISITS

Site visit opportunities to 419 Bourne Avenue, Somerset, Kentucky will be made available February 27, 28 or 29, 2024. Available times are 9:00am to 2:00pm and you should allow 60-90 minutes for the visit. Please email [oakpointecentre@gmail.com](mailto:oakpointecentre@gmail.com) to request a specific date and time.

## 10. ADDITIONAL NOTES

OakPointe Centre reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by OakPointe Centre to be in the best interests of OakPointe Centre. OakPointe Centre is not liable for any costs incurred by firms prior to the issuance of a contract, including any costs incurred in responding to this request for proposals. It is expressly understood and agreed that the submission of a proposal does not require or obligate OakPointe Centre to pursue an agreement or contract with any firm. Minority-owned, women-owned, Section 3 businesses and locally owned businesses are strongly encouraged to apply.