

## CENTER FOR CREATIVE LAND RECYCLING (CCLR)

### REQUEST FOR QUALIFICATIONS: CONTRACTOR SUPPORT FOR TECHNICAL ASSISTANCE TO BROWNFIELDS COMMUNITIES GRANT ([EPA-OSWER-OBLR-16-02](#), FAIN TR83682001)

RELEASE DATE: 2/3/2017

DEADLINE FOR SUBMISSION OF STATEMENT OF QUALIFICATIONS: **DEADLINE EXTENDED: 2/22/17** ~~2/16/2017~~

#### SUMMARY

The Center for Creative Land Recycling (CCLR) has been awarded a grant by the Environmental Protection Agency (EPA) to provide technical assistance to brownfields-impacted communities. CCLR seeks to augment team capabilities with contractor expertise. Accordingly CCLR is hereby requesting – in accordance with 40 CFR Part 30 as appropriate for a not-for-profit organization – Statements of Qualification (SOQ) from interested non-profit organizations, educational institutions, private firms and individual consultants to be a part of the CCLR team that will deliver services under the awarded EPA grant. This Request for Qualifications (RFQ) shall be open February 3, 2017 through February 16, 2017. Contractors who have worked with CCLR on similar assignments in the past may also be sent a copy of the RFQ.

The proposed project period (i.e., the length of the project) may be up to five (5) years, i.e. terminating September 30, 2021. SOQs under this CCLR request are due no later than 5:00 pm Pacific Standard Time on Wednesday February 22, 2017. ~~Thursday, February 16, 2017.~~

#### SUBMITTAL FORMAT AND CONTENT

Consultants who previously submitted SOQs on (date of last SOQ) may submit a new proposal, or submit a letter providing any addenda/revisions to the previously submitted SOQ. For all other consultants, to be considered complete, all SOQs must include:

1. A cover letter. The cover letter that accompanies your SOQ must be signed by an official with the authority to commit your organization to the project and should be written on your organization's official letterhead. (1 page limit)
2. A completed Qualifications Chart. Template chart is attached.
3. Supplemental SOQ. Describe, in 100 words or less, your (individual or firm) qualifications and experience, above and beyond what is requested in the Qualifications Chart. You may alternatively attach a pre-existing SOQ if it is 5 pages or less.
4. Staff profiles and qualifications. The applicant must include short profiles of all principal staff that will have a major role in the project. These staff profiles must specifically address each individual's experience with the tasks listed in the Qualifications Chart.
5. A schedule of hourly rates for all principal staff that will have a significant role in the project. Labor rates shall be hourly, fixed, and fully burdened, meaning inclusive of all of the following:

- a. average wage rate
- b. overhead rate
- c. fringe rate
- d. general and administrative (G&A) rate
- e. profit
- f. escalation factor
- g. any additional burden

CCLR asks that both individual consultants and firms please provide this information.

Per EPA regulations, EPA participation in the salary rate paid to individual consultants (defined as designated individuals with specialized skills who are paid at a daily or hourly rate) is capped under this grant. As of January 1, 2017, the limit is \$620.56 per day and \$77.57 per hour. This rate does not include transportation and subsistence costs for travel performed (expenses will be paid in accordance with CCLR's travel policy, which provides for reimbursement capped at daily GSA rates).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

If proposed services require the use of software or other technological tools central to service delivery, please include these costs separate from labor.

6. A discussion of other resources you could provide to support CCLR's proposal, including other sources of funding, in-kind contributions (e.g. use of facilities for workshops), or collaboration with affiliated programs. (300 word limit)
7. Identification of all EPA Regions CCLR serves that you are willing and able to support. Of those regions, please identify which ones you have supported in the past. (CCLR is the TAB provider for EPA Regions 2, 9 and 10. Please note that Region 2 contains the U.S. Virgin Islands and Puerto Rico, and that Region 9 contains multiple Pacific Island Territories.)
8. Acknowledgement that you will abide by all Federal reimbursement and travel rates.

Please include all materials with the exception of the Qualifications Chart in PDF format. Please submit the Qualifications Chart as an Excel document in the same email in which you submit the PDF.

### **SUBMISSION DATES AND TIMES**

The deadline for receipt of SOQ packages is 5:00 p.m. Pacific Time on February 22, 2017 ~~February 16, 2017~~. One copy of the SOQ in PDF file format must be received by Erica Rippe by email at [erica.ripppe@cclr.org](mailto:erica.ripppe@cclr.org) by 5:00 p.m. Pacific Standard Time on February 22~~16~~, 2017. No late proposals will be accepted.

## **CCLR SOQ REVIEW PROCESS**

CCLR has developed the following review process in conformance with the attached CCLR procurement policy:

1. CCLR staff shall review each submittal for completeness. Only complete submittals shall advance to the next step.
2. A submittal review committee shall review each submittal per the criteria listed below.
3. CCLR will determine which submittals meet its requirements and offer the firms whose submittals meet CCLR requirements a position on the grant-funded team. CCLR reserves the right to reject any or all submittals as not meeting its requirements.
4. Successful firms will be notified by February 24, 2017.

## **SOQ REVIEW CRITERIA**

1. Conformance to the specified format.
2. Specialized experience and technical competence of the firm in one or more of the tasks listed in the Qualifications Chart.
3. Qualifications of key personnel.
4. Competitive price and rates.

## **TERMS AND CONDITIONS**

1. Issuance of this RFQ does not commit CCLR to award a contract/subaward or to pay any costs incurred in the preparation of a response to this request. All respondents should note that the execution of any contract/sub-award pursuant to this RFQ is dependent upon the approval of CCLR.
2. CCLR retains the right to reject any and all submittals and to waive informalities and minor irregularities in any proposal reviewed. Furthermore, CCLR may reject any SOQ which does not conform to the instructions herewith. Additionally, CCLR reserves the right to negotiate all final terms and conditions of any agreement entered into.
3. The selected firm(s) shall comply with all applicable conditions contained in EPA's TAB RFP.
4. The selected firm(s) are prohibited from marketing their firm or services while carrying out duties pursuant to a contract/subaward with CCLR.
5. In order to ensure uniformity and quality in all partners' provision of technical assistance under the TAB program, any contract/subaward executed pursuant to this RFQ shall contain standard procedures and protocol, including, but not limited to, a requirement that all requests for technical assistance be vetted by CCLR prior to initiation of assistance.
6. CCLR reserves the right to amend this RFQ prior to the due date. All amendments and additional information will be posted on CCLR's website.

## **PRE-PROPOSAL/APPLICATION ASSISTANCE AND COMMUNICATION**

Any communication regarding this RFQ shall be in writing to Ignacio Dayrit, Director of Programs, at [ignacio.dayrit@cclr.org](mailto:ignacio.dayrit@cclr.org). CCLR requests that applicants not contact other CCLR staff.

## **CCLR Procurement Policy and Procedures**

It is the policy of Center for Creative Land Recycling that:

1. No employee, officer, or agent of CCLR shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.
2. All CCLR procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. CCLR procurements shall provide for, at a minimum, that paragraphs (1), (2) and (3) of this section apply.
  - (1) CCLR shall avoid purchasing unnecessary items and/or services.
  - (2) Where appropriate, CCLR will make an analysis of lease and purchase alternatives to determine which would be the most economical and practical procurement for the Federal Government.
  - (3) Solicitations by CCLR for goods and services provide for all of the following.
    - (i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features that unduly restrict competition.
    - (ii) Requirements that the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
    - (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
    - (iv) The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation.
    - (v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
    - (vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
4. CCLR shall determine the type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts). The type of procuring instrument shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The “cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.
5. CCLR shall only make contracts with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. In certain circumstances, contracts with certain parties are restricted by funding agencies' implementation of Executive Orders 12549 and 12689, “Debarment and Suspension.”
6. CCLR shall, on request, make available for funding entities, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc.
7. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in

various ways, including the comparison of price and/or hourly rate quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

8. CCLR procurement records and files for purchases in excess of the small purchase threshold (currently \$100,000) shall include the following at a minimum: Basis for contractor selection; justification for lack of competition when competitive bids or offers are not obtained; and basis for award cost or price.
9. CCLR shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.
  - (a) Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
  - (b) All contracts in excess of the small purchase threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
  - (c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000.
10. All negotiated contracts (except those for less than the small purchase threshold) awarded by recipients shall include a provision to the effect that the recipient, EPA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
11. All contracts, including small purchases, awarded by CCLR and CCLR contractors shall contain the procurement provisions of the appendix to Circular A-110, as applicable.
12. CCLR will make all reasonable efforts to provide small and disadvantaged businesses with opportunities to compete.