



CITY OF SOUTH TUCSON, ARIZONA REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS NUMBER: 09-2020
STATEMENT OF QUALIFICATIONS DUE DATE: October 29, 2020 at 5:00 PM (MST)
PROPOSAL SUBMITTAL LOCATION: City of South Tucson City Hall
1601 S. 6th Avenue
South Tucson, AZ 85
MATERIAL OR SERVICE: BROWNFIELDS GRANT SERVICES
PRE-PROPOSAL CONFERENCE DATE: October 14, 2020 at 11:00 AM (MST)
CONTRACT OFFICER: Mick Jensen
TELEPHONE NUMBER: 520-792-2424 Ext 571
EMAIL: mjensen@southtucson.org

Statement of Qualifications for the specified material or service shall be received by the City of South Tucson until the date and time cited.

Statement of Qualifications must be in the actual possession of the City of South Tucson at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered and will be returned unopened to the Offeror. The prevailing clock shall be the City of Tucson's Procurement clock.

Proposals must be submitted in a sealed envelope. The RFQ number and title, and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.



SECTION 1 - INTRODUCTION

The City of South Tucson received a Fiscal Year (FY) 2020 Brownfields Community-Wide Assessment grant from the United States Environmental Protection Agency (EPA) in the amount of \$300,000 to assess sites impacted or potentially impacted by petroleum products and/or hazardous substances. The grant application will be provided upon written request. Information about Brownfields grants may be found at <https://www.epa.gov/>

The City of South Tucson is seeking Statement of Qualifications (SOQs) from qualified offerors (Consultant) to provide professional services in support of the Brownfields Program in accordance with the Scope of Work. The City of South Tucson anticipates selecting one Consultant as a result of this RFQ. Any projects utilizing Federal funding shall be subject to applicable EPA terms and conditions included as **Attachment A**. These terms and conditions cannot be modified or negotiated. By submitting an offer, the offeror agrees to abide by all federal terms and conditions included. Offeror's must submit all required certificates with their bid.

SECTION 2 - SCOPE OF WORK

The scope of the work to be performed under this contract may include oversight activities and/or specific tasks. The Scope of individual projects will be developed and agreed upon between the City of South Tucson and the Consultant prior to the commencement of work. As assigned, the Consultant's scope of work may include some or all of the following (additional tasks may be conducted as identified during the grant cycle):

1. Evaluate regulatory information and technical data to prioritize specific sites for further evaluation, as agreed upon and appropriate per project.
2. Conduct Phase I Environmental Site Assessments (ESAs) meeting All Appropriate Inquiry (AAI) requirements
3. Conduct Phase II ESAs
4. Conduct asbestos surveys and lead-based paint assessments
5. Evaluate remedial options and complete remediation work plans.
6. Assist City in preparing visual aids and brochures, meeting with citizen and professional groups, analyzing remedial costs and alternatives, negotiating with regulatory agencies, preparing surveys and reviewing results and identifying additional Brownfields funds and opportunities.
7. Assist in preparing reports as required by the Brownfields grant program at the request of the City.
8. Prepare and/or review environmental documents pertaining to compliance with the National Environmental Policy Act, the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act.

SECTION 3 - STATEMENT OF QUALIFICATIONS REQUIREMENTS

Respondents shall carefully read the information contained in the following criteria and submit a complete Statement of Qualifications responding to the following evaluation criteria, which will be used in the evaluation of firms. The response should address each item in the order presented below. Incomplete Qualifications will be considered non-responsive and subject to rejection.

- I. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this RFQ should be submitted in the same order as requested and must contain, at a minimum, the following:

- A. **Cover Letter**

The introductory letter should not exceed one 1 page, 8½" x 11". The letter shall be on company letterhead including the company name, address, and telephone number. The letter should be addressed to the Point-of-Contact referencing the



title and number of the RFQ. The letter must be bound into the Respondent's SOQ, signed in original ink by an authorized officer of the firm, and should contain the following:

1. A statement of interest for the Project including a summary of key points describing the respondent's unique qualifications as they pertain to this particular Project;
2. Availability and commitment of the respondent, its principal(s), assigned professionals, and collaborative partners to undertake the Project;
3. City and state of Respondent's local and corporate headquarters; and
4. A statement regarding acknowledgement of all issued addenda, if any.

B. Firm Qualifications and Experience

1. Describe the firm's experience working on Brownfields programs and projects, highlighting those completed in southern Arizona. Provide a list of project names, locations, date completed, and key project staff.
2. Provide references, including contact name and telephone number for Brownfields programs.

C. Personnel Qualifications and Experience

1. Identify the Project Manager and describe his/her related experience with Brownfields programs, on-call contracts, and other directly related environmental projects.
2. Identify key project staff, their education, work history and experience directly related with Brownfields issues (this information may be summarized on a table if convenient). Provide resumes for key staff (2 pages maximum per resume).
3. Describe the firms' community outreach experience that would assist this program.

D. Project Understanding

1. Describe your understanding of the Scope of Work.
2. Describe your firm's understanding of the unique challenges facing the City of South Tucson and its Brownfields program.

III. STATEMENT OF QUALIFICATIONS EVALUATION

- a. The Statement of Qualifications will be evaluated and assigned points by the reviewers as follows:
 1. Firm Qualifications and Experience – 35 points maximum
 2. Personnel Qualifications and Experience – 35 points maximum
 3. Project Understanding – 20 points maximum
 4. Overall evaluation of the firm and perceived ability to provide the required services - 10 points maximum
 - a. Overall evaluation of the firm's capability to provide the required services as determined by the selection committee. No additional submittal response is required.

III. SUBMITTAL INSTRUCTIONS

- A. Statement of Qualifications shall be prepared simply and economically, providing a straightforward, concise, and coherent description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City of South Tucson's needs.
- B. The page count for the Statement of Qualifications shall not exceed 10 pages. The following do not count toward the suggested 10 page count limitation:



1. Front and Back Covers
2. Cover Letter (limited to 1 page)
3. Resumes (five resumes total, limited to 2 pages per individual)
4. Signed acknowledgements of RFQ Amendment(s)

C. Statement of Qualifications Requirements

1. All pages shall be printed on letter-size (8-1/2" x 11") paper and on one side of the paper.
2. Submittals shall be assembled with comb or spiral-type bindings.
3. Submittals shall have 1" margins and the minimum font size is 10 point.
4. Additional attachments (except for resumes as requested by this solicitation) shall not be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this SFQ will be used by the City of South Tucson for evaluation. Additional pamphlets, brochures or other marketing material not labeled as answering a portion of the solicitation will not be considered for evaluation and may serve as grounds for disqualification.

- D. An original and 3 copies (4 total) of the Statement of Qualifications must be submitted on the forms and in the format specified in the RFQ. Offerors shall also submit one electronic copy of the proposal on a flash drive in MS Office or .pdf format.

SECTION 4 - INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:** For purposes of this solicitation and subsequent contract, the following definitions shall apply:

Lead Agency: City of South Tucson

Contract: The legal agreement executed between the City of South Tucson and the Consultant. The Contract shall include this RFQ document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Consultant's offer and negotiated items as accepted by the City of South Tucson.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City of South Tucson.

Contract Representative: The City of South Tucson employee or employees who have specifically been designated to act as a contact person or persons to the Consultant, and is responsible for monitoring and overseeing the Consultant's performance under this Contract.

Director of Procurement: The contracting authority for the City of South Tucson, authorized to sign contracts and amendments thereto on behalf of the City of South Tucson.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City of South Tucson's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City of South Tucson may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** October 14, 2020 at 11:00 AM (MST).

3. **INQUIRIES:** Any question related to the RFQ shall be directed to the Contract Officer. An offeror shall not contact or ask



questions of any person other than the Contract Officer. Questions must be submitted via electronic mail, on or before the due date listed in the RFQ. Any correspondence related to a solicitation should refer to the appropriate RFQ number, page and paragraph number. Responses to Offeror questions will be shared with all known Offerors. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the RFQ will be binding.

4. **AMENDMENT OF RFQ:** The Offeror shall acknowledge receipt of a RFQ Amendment by signing and returning the document with the Statement of Qualifications.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSAL:**
 - A. Facsimiles or electronic mail proposals shall not be considered.
 - B. Periods of time, stated as a number of days, shall be in calendar days.
 - C. It is the responsibility of all Offerors to examine the entire RFQ package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - D. The City of South Tucson shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
 - E. Submittals that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the City of South Tucson, at its option.
 - F. Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.
7. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to this RFQ is an offer to contract with the City of South Tucson based upon the contract provisions contained in the City of South Tucson's RFQ, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the RFQ cannot be modified without the express written approval of the Contracting Officer or designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Contracting Officer or designee, the contract provisions contained in the City of South Tucson's RFQ shall prevail.
8. **PUBLIC RECORD:** All proposals submitted in response to this RFQ shall become the property of the City of South Tucson and shall become a matter of public record available for review subsequent to the award notification.
9. **CONFIDENTIAL INFORMATION:** The City of South Tucson obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City of South Tucson shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
10. **CERTIFICATION:** By signature on the cover letter accompanying the submittal documents, Offeror certifies:



- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 11. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the city of South Tucson requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
 - 12. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
 - 13. DISCUSSIONS:** The City of South Tucson reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
 - 14. SHORTLIST:** The City of South Tucson reserves the right to shortlist the offerors. However, the City of South Tucson may determine that shortlisting is not necessary. The City of South Tucson reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City of South Tucson may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City of South Tucson shall not reimburse the offeror for the costs associated with the interview process.
 - 15. ADDITIONAL INVESTIGATIONS:** The City of South Tucson reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
 - 16. PRIOR EXPERIENCE:** Experiences with the City of South Tucson and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
 - 17. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful offeror. In the event the City of South Tucson deems that negotiations are not progressing, the City of South Tucson may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
 - 18. BUSINESS LICENSE:** It is the responsibility of the Contractor to have a valid City of South Tucson Business License throughout the life of this contract. At any time during the contract, the City of South Tucson may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required.
 - 19. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City of South Tucson, within 5 days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
 - 20. AWARD OF CONTRACT:** Notwithstanding any other provision of the RFQ, the City of South Tucson reserves the right to:
 - (1) waive any immaterial defect or informality; or



(2) reject any or all proposals, or portions thereof; or

(3) reissue the RFQ.

A response to this RFQ is an offer to contract with the City of South Tucson based upon the terms, conditions and Scope of Work contained in the City of South Tucson's RFQ. Proposals do not become contracts unless and until they are executed by the City of South Tucson's Director of Procurement and the City of South Tucson Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the RFQ, unless any of the terms and conditions are modified by a RFQ amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

21. PROTESTS: A protest shall be in writing and shall be filed with the city of South Tucson. A protest of a RFQ shall be received at the City of South Tucson not less than 5 working days before the RFQ due date. A protest of a proposed award or of an award shall be filed within 10 days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the RFQ;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.