

**Merrimack Valley Planning Commission Brownfields Assessment &
Revolving Loan Fund Program**



Request for Proposal

Brownfields Qualified Environmental Professionals

RFP Due Date: Friday, November 18, 2022, 12:00 PM

**Merrimack Valley Planning Commission
Cecelia Gerstenbacher, Environmental Program Coordinator
160 Main Street
Haverhill, MA 01830
Telephone: (978) 374 - 0519**

I. INTRODUCTION

Request for Professional Environmental Services

The Merrimack Valley Planning Commission (MVPC) is seeking Request for Proposals (RFP) from qualified environmental professionals (QEPs) to provide technical services supporting site remediation at eligible properties selected for assistance through the Commission's regional Brownfields Program. MVPC administers the Merrimack Valley Brownfields Assessment and Cleanup Revolving Loan Fund (RLF) programs, which offers financing assistance to eligible property owners for environmental assessment and remediation of properties contaminated by petroleum or hazardous substances. MVPC's programs were recapitalized through Federal Fiscal Year 2023 \$500,000 Brownfields Assessment and \$1,000,000 Revolving Loan Fund grant awards from the U.S. Environmental Protection Agency.

Regional Program Overview

The Merrimack Valley Brownfields Program is administered by MVPC, a Regional Planning Agency that provides comprehensive planning and technical services to 15 municipalities in northeastern Massachusetts. Established in 1959 under Massachusetts General Law Chapter 40B. MVPC's mission is to "promote with the greatest efficiency and economy the coordinated and orderly development of the region's municipalities and the general welfare and prosperity of its citizens." To accomplish this, MVPC offers a broad range of professional planning and technical services in the areas of community and economic development planning, environmental and energy planning, land use planning, transportation and transit planning, and Geographic Information Systems (GIS) development and applications.

The Merrimack Valley region's *Comprehensive Economic Development Strategy* and the three Brownfields Program target communities' (Lawrence, Haverhill, and Methuen) current local redevelopment plans all identify the assessment, cleanup, and reuse of Brownfields sites as a critical element of the area's overall economic revitalization strategy. MVPC's Brownfields Program advances these established plans and is carried out in cooperation and coordination with the local Community Development Departments and other key stakeholders including state agencies such as MassDevelopment and Massachusetts Department of Environmental Protection (MassDEP).

MVPC is seeking one or more firms to serve as our Qualified Environmental Professional (QEP) for the Brownfields program. The selected QEP (or QEPs) will serve as our Brownfields partner to ensure that assessment and cleanups are conducted in accordance with State and Federal regulations. Although we anticipate selecting one or more firms, there is no minimum guarantee of work.

II. SCOPE OF WORK FOR QUALIFIED ENVIRONMENTAL PROFESSIONAL (QEP)

Selected firm(s) will perform one or more of the following tasks per project site in compliance with applicable terms and conditions of the funding source(s) being used.

Public Outreach and MVPC Assistance

The following outreach and MVPC assistance activities are anticipated under this contract:

- 1. Community Outreach:** Assist with community engagement and public comment as needed. QEP will discuss the benefits of the Brownfields program at up to two Brownfields 101 workshops per year that are organized by MVPC staff.
- 2. Marketing:** QEP will be available to meet one-on-one with property owners, developers, and municipal officials to communicate the benefits and risks of participation, including a general site walk.
- 3. Federal Requirements:** Support MVPC by updating the EPA Assessment, Cleanup, and Redevelopment

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Exchange System (ACRES) database with Phase I ESA, Phase II ESA, cleanup planning, and redevelopment data throughout the cooperative agreement period. MVPC may request that the QEP provide support in meeting other EPA requirements not listed here.

Assessment Cooperative Agreement Activities

The following assessment activities are anticipated under this contract:

- 1. Phase I Environmental Site Assessments:** Prior to commencing assessment activities, QEP shall develop EPA eligibility documents MassDEP and EPA approval and develop and secure a site access agreement for property owner signature. QEP shall then conduct a Phase I environmental assessment in accordance with ASTM International, Inc. (ASTM) standard practice for Phase I ESAs: ASTM E 1527-13 (current applicable standard). QEP is expected to follow ASTM E 1527-21 once it is referenced by EPA in their Standards and Practices for All Appropriate Inquiries (AAI); Final Rule (40 CFR Part 312). QEP shall be responsible for understanding when it is permissible by EPA to use ASTM E 1521-21.

Draft reports will be reviewed for comment by MVPC, EPA, and the property owner before the Consultant prepares a final submission with copies for each party. QEP will be available as needed to communicate Phase I results with property owners, developers, and municipal officials.

- 2. Phase II Environmental Site Assessments:** QEP will conduct a Phase II environmental assessment in accordance with ASTM standard practice E 1903-19 (current applicable standard) or any standard that replaces it provided that EPA approves its use. MVPC acknowledges that it may be more advantageous for the QEP to prepare a report that also meets the requirements of a MassDEP Phase I ESA or other category of report defined in 310 CMR 40.00. In this circumstance, it is the QEP's responsibility to identify this and seek MVPC and site owner approval; however, any modified reports shall also meet ASTM E 1903-19.

MVPC envisions that the QEP will perform the following tasks for a Phase II ESA, unless otherwise approved:

- Prepare scope of work with cost estimate (i.e., Task Order) for MVPC review and approval prior to commencing work
- Assist MVPC with developing and acquiring site access agreements, if not already completed during Phase I ESA
- Prepare a Site-Specific Quality Assurance Project Plan (SSQAPP) to include proposed sampling and analysis strategy for review and approval by MVPC, Brownfields Team, and EPA. Selected QEP is expected to have a state-wide Quality Assurance Project Plan (QAPP) already prepared prior to initiation of any work.
- Obtain any required permits for work at the site
- Fulfill Section 106 review if required based on scope of work, if needed per MVPC's cooperative agreements
- Obtain Dig Safe clearance prior to commencement of all subsurface work
- Conduct necessary environmental assessment and sampling procedures appropriate for a site in accordance with ASTM E 1903-19 and applicable sections of the Massachusetts Contingency Plan (MCP) 310 CMR 40.00.
- Prepare and submit electronic draft Phase II ESA reports for review and comment by MVPC, EPA, and the property owner.
- Prepare and submit electronic final reports with up to 3 hard copies (as needed or requested) for MVPC, EPA, and the property owner.

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3. **Communications:** QEP will be available as needed to communicate Phase II ESA results with property owners, developers, and municipal officials.

Reuse and Remediation Planning

1. **Reuse Planning:** For high priority sites, QEP will facilitate a reuse planning process at the site, neighborhood, or corridor level to include community engagement, design, and engineering services
2. **Remediation Planning:** QEP will develop a plan for remediation consistent with the EPA's Analysis of Brownfields Cleanup Alternatives (ABCA) requirements. Preparation of the ABCA will also meet Phase III MCP requirements 310 CMR 40.0850.

RLF Cooperative Agreement Activities - Cleanup Oversight and MVPC Support

1. **Enrollment:** The QEP will prepare a risk analysis for the underwriting report, including:
 - Review of available environmental assessments
 - Evaluation of whether a parcel is secure and poses an immediate threat to human health or the environment if a borrower or grantee is unable or unwilling to complete the cleanup
 - Meet with MVPC staff and Brownfields Steering Committee, as needed
 - Review the reasonableness and eligibility of scoped activities
 - Support MVPC with development of any EPA eligibility documents, as needed
2. **Cleanup:** The QEP will monitor cleanup activities in accordance with State and Federal regulations, including:
 - Review of compliance for required EPA documents, including the ABCA, Community Relations Plan (CRP), Quality Assurance Project Plan (QAPP), and Design, Bidding, and Closure Documents
 - Verification that cleanup work matches submitted invoices
 - Verification of compliance with Davis Bacon Act (29 CFR 5.5) requirements
 - Conducting periodic site visits during cleanup
 - Working with client to secure that Permanent Solution has been achieved
3. **Reporting:** QEP will prepare or update the previously prepared the work package of each cleanup site for the ACRES database and update as necessary.

III. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

- A. Pursuant to M.G.L. Chapter 30B, the MVPC is soliciting proposals from qualified environmental professionals to provide technical services supporting site remediation at eligible properties selected for assistance through the Commission's regional Brownfields Program.
- B. The MVPC will host a pre-bid meeting on Wednesday, November 2, 2022, at 2:00 pm at the MVPC office to answer any questions about this RFP.
- C. Proposals are to be submitted by 12:00 p.m., Friday, November 16, 2022, at which time they will be opened. Postmarks will not be considered. Proposals submitted in any other form, including email and facsimile, will not be accepted as valid proposals.
- D. Envelopes containing sealed proposals will be accepted by the Merrimack Valley Planning Commission, 160 Main Street, Haverhill MA 01830 until the time indicated. M.G.L. Chapter 30B requires that Price Proposals must be separate from Technical Proposals. Therefore, please make no reference to pricing in the Technical

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Proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Bidder to ensure that the proposal arrives on time at the designated place. Four (4) separate sealed envelopes, three (3) containing the Technical Proposal marked “Firm’s Name - Technical Proposal” and one (1) containing the Price Proposal marked “Firm’s Name - Price Proposal”. In addition, each Proposer will include within the Technical Proposal one electronic version of the Technical Proposal on a Flash Drive.

- E. The MVPC endeavors to expedite the award and execution of the contract documents. It is the intent of the MVPC to award a Contract within thirty (30) calendar days after final award decision has been made.
- F. If any changes are made to the Request for Proposals (RFP), an addendum will be issued. Addenda will be posted on the MVPC and COMM Buys websites. Proposers shall be responsible for ensuring that all addenda are in receipt prior to proposal deadline. The MVPC will require acknowledgement of any addenda issued to be included in the Price proposal form.
- G. Questions concerning this proposal must be submitted in writing to Cecelia Gerstenbacher at cgerstenbacher@mvpc.org by 3:00 PM on Friday, November 4, 2022. Questions may be mailed or emailed. Written responses will be emailed and posted on the MVPC and COMM Buys websites.
- H. After the proposal opening, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the MVPC or fair competition. Minor informalities will be waived, or the Proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing.
- I. The MVPC may cancel this RFP or reject in whole or in part any and all proposals, if the MVPC determines that the cancellation or rejection serves the best interests of the MVPC.
- J. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.
- K. A proposal must be signed as follows: 1) if the Proposer is an individual, by her/him personally; 2) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Proposer is a corporation, by the authorized officer.

IV. CONTRACT TERM

The term of the contract will cover five (5) years from date of contract execution. At the sole discretion of the MVPC, the contract may be extended for two (2) one (1) year extensions.

It is the intent of MVPC to award a Professional Services Contract, Appendix E, within thirty (30) calendar days after final award decision has been made. Services under the Contract will commence as soon as practical thereafter. The term of which shall be consistent with MVPC’s cooperative agreements with EPA. Activities shall conclude no later than September 30, 2027, but may be extended with approval of MVPC subject to continued funding availability.

It is anticipated that the contract will be a task-assignment type contract, although MVPC reserves the right to award another contract type if such will be more advantageous to MVPC, price and other factors considered.

Specific site services shall be authorized on a Task Assignment basis. The successful Proposer(s) shall not perform any services under the Professional Services Contracts, until a specific site Task Assignment has been fully executed by the successful Proposer(s) and the MVPC. The Task Assignment will be based on the Price Proposal included in the Professional Services Contract, Appendix E. The selected contractor(s) will not be authorized to

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perform any services, which exceed the authorized funding amount issued for each Task Assignment.

No minimum or maximum amount of work is guaranteed under any contracts resulting from this solicitation. MVPC reserves the right to decide which of the selected firms will be chosen to perform any of the contracted tasks.

V. RULE FOR AWARD

The MVPC shall award contract(s) to the most advantageous proposer(s) taking into consideration the price and technical proposals.

VI. QUALITY REQUIREMENTS

Each firm responding to this RFP must meet the following Quality Requirements. Proposers must specify a “Yes” or “No” response to each of the Quality Requirements (Quality Requirements - Appendix C).

- A. Firm must have a minimum of five (5) years’ experience working in the Commonwealth of Massachusetts with the MassDEP brownfields environmental site remediation regulatory requirements of the MCP;
- B. Principals of firms must have at least three (3) years’ experience conducting Brownfields Phase I, II environmental site assessments and developing site remediation strategies for municipalities;
- C. Firm must provide verification that assigned project personnel team includes at least one Licensed Site Professional (LSP) with current certification in the Commonwealth of Massachusetts.

VII. ADDITIONAL CONTRACT TERMS & CONDITIONS

- A. The contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The selected contractors shall comply with all applicable federal, state, and local laws and regulations, including U.S. Environmental Protection Agency (EPA) and Massachusetts Department of Environmental Protection (DEP) regulations and administrative procedures. Respondents are advised to review all applicable federal regulations prior to submitting an RFP especially 2 CFR, Part 200 and the requirements of the Cooperative Agreement executed between the U.S. EPA and MVPC. (Cooperative Agreement provisions of the EPA grant are included as Appendix E of this RFP; terms and conditions of the Agreement will be incorporated into the final contract with the selected contractor team).
- B. Purchases of goods and services by the MVPC are exempt from the payment of Federal excise taxes and the Massachusetts sales tax, and any such taxes must not be included in the price computations.
- C. The successful Proposer will not be permitted to assign or underlet the contract, nor assign either legal or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the MVPC.
- D. Verbal orders are not binding on the MVPC and work done without formal Purchase Order or Contract are at the risk of the Proposer and may result in an unenforceable claim.
- E. All words, signatures and figures submitted on the RFP shall be in ink. RFP’s which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low amounts for any item, may be rejected as informal. More than one RFP from the same Proposer will not be considered.
- F. The selected Proposer will be required to sign a contract with the MVPC in which he/she accepts responsibility for the performance of services as stated in the submitted RFP and be prepared to commence

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work immediately upon execution of the signed contract.

- G. **Ownership of Information:** All information acquired by the Proposer from the MVPC or from others at the expense of the MVPC in the performance of the agreement shall be and remain the property of the MVPC. All records, data files, computer records, work sheets, and all other types of information prepared or acquired by the Proposer for delivery to the MVPC shall be and remain the property of the MVPC. The Proposer agrees that he/she will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, or copy or reproduce the same in any form, except pursuant to the sole written instructions of the MVPC. The Proposer further agrees to return said information in whatever form it is maintained by the Proposer.
- H. Respondents to this RFP shall represent a firm or team possessing expertise and experience in environmental risk assessment; QAPPs; soil, groundwater, and building materials sampling; site remediation strategies; community outreach and education programs; and the professional standards thereof.
- I. Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of this RFP may be disqualified. All RFPs become the property of MVPC.
- J. The selected firms will assume sole responsibility for the scope of services specified in this RFP. MVPC will consider only the primary consulting firm as the sole point of contact with regard to contract matters, whether or not subcontractors are used by the contractor for one or more elements of the scope of services. Respondents who intend to subcontract one or more elements of the scope of services shall identify those work elements to be subcontracted and the subcontracting firm(s). Subcontractors shall not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by MVPC.
- K. MVPC will not assume any responsibility for costs incurred by respondents as part of the preparation and submission of the RFP, nor for costs associated with the issuance of a contract.
- L. The selected firms shall be solely responsible for all claims of whatever nature arising out of the rendering of professional services by the contractor during the term of this project, and the contractor shall indemnify and hold harmless MVPC against the same to the extent permitted by law. The selected contractors will be required to provide statements of insurance acceptable to MVPC prior to execution of a contract, with MVPC being listed as an additional insured party for general liability and motor vehicle coverage. Respondents shall indicate their ability to provide proof of coverage for the following insurance requirements:
- General Liability coverage of \$1 million per occurrence and \$2 million in the aggregate;
 - Motor Vehicle Liability coverage of \$1 million combined single limit;
 - Professional Errors and Omissions coverage of \$1 million; and,
 - Workers Compensation coverage
- M. In accordance with U.S. EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises, the selected contractors shall agree to accept, to the fullest extent possible, the applicable "fair share" goals/objectives for utilization of MBE/WBE subcontractor(s) for supplies, services, and equipment. These fair share objectives are as follows:

	MBE	WBE
Services/Supplies/Equipment	3.4%	3.8%

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- N. The performance and payment obligations of the MVPC will be subject to appropriation or availability of funds. If the MVPC should not, for any reason at any time appropriate or otherwise make available funds to support continuation of performance in any fiscal year succeeding the first year, the MVPC will cancel any contract pursuant to this RFP without penalty to the MVPC upon thirty (30) days written notice to the successful Proposer.
- O. If at any time the successful Proposer fails to fulfill or comply with any of the requirements of this RFP/contract, the MVPC, at its option, can terminate this contract upon thirty (30) days written notice to the firm.
- P. All proposals received are subject to Massachusetts General Laws Chapter 4, Section 7, Section 26 and Chapter 66, Section 10 regarding public access to such documents. Statements or endorsements inconsistent with those statutes will be disregarded.
- Q. The selected Proposer must indemnify the MVPC for any damages that are the result of its negligence or that of its employees.
- R. Reports and materials developed by the successful respondent under a contract that may result from this RFP are considered public information and may not be copyrighted. All information presented in this RFP, including information disclosed by the MVPC during the proposal process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the MVPC, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her proposal with another proposer.
- S. All information presented in this RFP, including information disclosed by the MVPC during the RFP and selection process, is considered confidential. Information shall not be released to outside parties and the RFP shall not be discussed with anyone at the MVPC, other than the known participants, without written consent of the MVPC. A Proposer shall not discuss his/her RFP with another proposer.
- T. MVPC is an Affirmative Action/Equal Opportunity Employer in its programs and activities and encourages RFPs from qualified minority, women-owned, and disadvantaged business enterprises. The contractors shall be selected by MVPC without regard to race, color, sex, age, religion, political affiliation, or national origin.

VIII. INTERVIEWS

Interviews may be required at the MVPC's discretion after review of the technical proposals. Proposers will be provided with advance notice of at least five (5) working days. Presentations should not exceed forty (40) minutes in length, with twenty (20) minutes for a question-and-answer period.

IX. COMPARATIVE EVALUATION CRITERIA

The following Comparative Evaluation Criteria will be applied to all eligible RFPs submitted. Each criterion will be rated Highly Advantageous, Advantageous, or Not Advantageous.

Criteria	Highly Advantageous	Advantageous	Not Advantageous
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<p>1. Overall understanding of and responsiveness (completeness, clarity, brevity, quality) to scope of work, contract period, and contract budget;</p>	<p>Proposal is of highest quality, well-organized, clear, and demonstrates depth of team resource capacity and strategic approaches to implement Brownfields Assessment and RLF program work scope efficiently and effectively.</p>	<p>Proposal is clear and well-organized and clearly outlines approaches and team resources to be used in implementing the work scope.</p>	<p>Proposal lacks clarity and is incomplete in addressing one or more elements of work scope.</p>
<p>2. Site assessment and remediation qualifications and certifications of primary project team members;</p>	<p>Proposed team is made of credentialed key staff with extensive education and broad-based experience in environmental site assessment/cleanup in Massachusetts communities. Team is well organized with defined responsibilities & experience working with federal EPA and MassDEP Brownfields programs and regulations.</p>	<p>Proposed team includes key staff with documented qualifications and experience necessary to implement work scope program.</p>	<p>Proposed team meets minimum qualification requirements but RFP unclear as to staff assignments or responsibilities that would raise questions about ability to implement work program.</p>
<p>3. Technical knowledge and understanding of federal requirements in implementing EPA Brownfields programs</p>	<p>Proposal demonstrates highest familiarity with EPA programmatic requirements of Brownfields Assessment and RLF grant implementation and Mass. Contingency Plan standards.</p>	<p>Proposal demonstrates familiarity with EPA programmatic requirements of Brownfields Assessment and RLF grant implementation and MCP standards.</p>	<p>Proposal indicates gaps in technical knowledge/ understanding of EPA and/or Massachusetts Contingency Plan requirements & procedures.</p>
<p>4. Quality and track record of prior Brownfields assessment/remediation work.</p>	<p>Proposal has excellent references from prior projects involving Brownfields sites in Massachusetts and surrounding communities. RFP documents successful track record of assessment, remediation and redevelopment outcomes at more than 5 sites by team.</p>	<p>Proposal has good references from prior projects involving Brownfields sites in Massachusetts communities. RFP documents track record of successful remediation and redevelopment outcomes at 3 to 5 sites by team.</p>	<p>Proposal has fair-poor references from prior projects involving Brownfields sites in Massachusetts communities. RFP documents successful remediation outcomes at fewer than 3 prior case sites.</p>

X. RFP SUBMISSION REQUIREMENTS

- A. RFP Package: All proposers shall submit a RFP in strict accordance with the submission requirements listed below. Any firms failing to provide all of the submission requirements will be considered "not responsive" and the RFP and Price Proposal be rejected without further consideration.

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B. Technical Proposal: The proposal must include the following items:

- a. Cover Letter. A cover letter signed by an authorized officer of the firm, binding the firm to all the commitments made in the RFP. The cover letter should concisely summarize the distinctive attributes of the respondent firm to execute the scope of services.
- b. Proposed Approach to the Scope of Services, including at a minimum, in this RFP.
- c. Statement of Qualifications & Experience, including:
 - Brief description of the firm, including location, number of years in business, principal owners and operators, professional services offered, and affiliations.
 - Organizational structure of RFP team to implement the program scope of work;
 - Resumes summarizing the qualifications, education and relevant professional experience of all team members proposed to participate in tasks identified in the scope of services. The principal in charge and project manager shall be identified, along with the roles of other significant project personnel and sub- contractors, if applicable.
 - Experience working with other similar regional planning commissions for both EPA funded Brownfields Assessment and Cleanup RLF Programs. RFP should highlight at least working with 3 similar EPA-funded programs.
 - Experience in the past 5 years conducting environmental investigation and clean up for federally funded redevelopment projects in Massachusetts and/or within the MVPC region.
 - The RFP should include verification that assigned project personnel team includes at least one Licensed Site Professional (LSP) with current certification in the Commonwealth of Massachusetts.
 - Indicate whether or not your firm has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.
 - Describe how your organization is properly licensed, bonded and/or insured (both general liability insurance and professional liability insurance).
 - Description of efforts proposed to meet the contracting goal requirements prescribed by U.S. EPA for involvement of small, minority, and women's Business Enterprises.
 - Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your organization's ability to perform contractually.
- d. Signed and completed Quality Requirements - Appendix B.
- e. Signed and completed Certifications - Appendix C.
- f. Flash drive
- g. Professional References: Provide at least three client references from prior Brownfields environmental remediation assessment projects. Include contact name, organization, and current telephone number – Appendix D.

C. Price Proposal: All proposers shall submit a Price Information in strict accordance with the submission requirements. Any Proposer failing to provide the following submission requirement may be considered "not responsive" and the RFP may be rejected without further consideration. The information submitted must include the following items

- Price Proposal - Appendix B.

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- Acknowledgment of Addenda: Each Proposer shall acknowledge the receipt of any addenda on their Price Proposal.

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**Appendix A -
Price Proposal**

Please provide a schedule of standard hourly rates for the following categories of work, as well as such other categories as may be appropriate (rates to be inclusive of all overhead and profit).

Task	Proposed Hourly Rate for each Assigned Staff Position
Principal LSP	
LSP	
Project Leader	
Senior Engineer /PM	
Project Engineer	
Other Professional Staff	

This RFP includes addenda numbered_____.

Name of bidding company _____

Address _____

Signature of Company Official _____

Printed Name of Company Official _____

Title of Company Official _____

Phone number _____

E-Mail _____

Date _____

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Appendix B - Quality Requirements

Please specify under the columns marked “Yes” or “No” your response to each of the following Quality Requirements.

Requirements	Yes	No
Firm must have a minimum of five (5) years’ experience working in the Commonwealth of Massachusetts with the Mass DEP brownfields environmental regulatory requirements of the Massachusetts Contingency Plan.		
Principals of firm must have at least five (5) years’ experience conducting Brownfields Phase I, II and III environmental site assessments and developing site remediation strategies for municipalities.		
Firm must provide verification that assigned project personnel team includes at least one Licensed Site Professional (LSP) with current certification in the Commonwealth of Massachusetts.		

Firm _____

Signature of Company Official: _____

Printed Name of Company Official: _____

Title of Company Official: _____

Date: _____

Appendix C - Certifications

NON-COLLUSION

The undersigned certifies under penalties of perjury that this RFP has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: _____
(Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, & 39L, and with the requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Signature of Authorized Company Official

Print Name

Name of Firm

Date

Appendix D - Professional References

Please list examples of work relating to such activities that have been performed within the last five (5) years. Include the name of a contact person and a telephone number so that references regarding the firm's experience may be validated

Brownfield Project / Location	Contact	Phone Number

Signature of Authorized Company Official

Print Name

Name of Firm

Date

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Appendix E - Brownfields Qualified Environmental Professionals

Professional Services Contract

This agreement is made and entered into this ___th day of ____, 2022 by and between the MERRIMACK VALLEY PLANNING COMMISSION (“the MVPC”), 160 Main Street, Haverhill, MA, 01830, a corporate public body and existing under the laws of the Commonwealth of Massachusetts, and _____, a corporation duly organized and existing under the laws of the Commonwealth/or _____ as a D/B/A duly registered at: _____ (“The CONTRACTOR”).

ARTICLE I. DEFINITION: “THIS CONTRACT” as used herein shall mean that these Articles of Agreement and “the Request for Proposal documents,” which include without limitation, the instructions to CONTRACTOR, the Contractor’s qualifications or proposal, the specification, terms and conditions, requirements, the applicable addenda, any final documents representing negotiated terms, and all documents and forms submitted with the CONTRACTOR’S proposal or proposal.

ARTICLE II. SCOPE: MVPC is seeking one or more firms to serve as our Qualified Environmental Professional (QEP) for the Brownfields program. The selected QEP (or QEPs) will serve as our Brownfields partner to ensure that assessment and cleanups are conducted in accordance with State and Federal regulations.

ARTICLE III. DURATION. The term of the Contract will cover from the date of contract execution through _____.

ARTICLE IV. TERMS. The CONTRACTOR agrees to furnish and deliver services, to the MVPC in accordance with the request for proposal: Brownfield Qualified Environmental Professionals of November 16, 2022 (RFP due date).

ARTICLE V. Price Proposal: The successful Proposer(s) shall not perform any services under the Professional Services Contract, until a specific site Task Assignment has been executed by the successful Proposer(s) and the MVPC. The Task Assessment will be based on the Price Proposal included in the Professional Services Contract, Appendix A.

ESTIMATED TOTAL CONTRACT VALUE: \$ _____ U.S. Dollars.

ARTICLE VI. PAYMENT. The Contractor may submit invoices on a monthly basis. Upon acceptance of the invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. In addition, the CONTRACTOR will not receive any extra payments for additional work that should have reasonably been anticipated by the CONTRACTOR.

ARTICLE VII. TERMINATION. The following shall constitute events of default under THIS CONTRACT requiring immediate termination: a) any material misrepresentation made by the CONTRACTOR, b) any failure by the CONTRACTOR to perform any of its obligations under THIS CONTRACT including, without limitation, the following: (i) failure to commence performance of THIS CONTRACT at the time specified in THIS CONTRACT due to a reason or circumstance within the Contractor’s reasonable control, (ii) failure to commence performance of THIS CONTRACT with sufficient personnel and equipment or with sufficient material to ensure the completion of THIS CONTRACT within the specified time due to a reason or circumstance within the Contractor’s reasonable control, (iii) failure to commence performance of THIS CONTRACT in a manner reasonably satisfactory to the MVPC, (iv) failure to promptly re-perform with reasonable time the services that were rejected by the MVPC as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor’s reasonable control, (vi) failure to comply with a material term of THIS CONTRACT, including without limitation, the provision of insurance and nondiscrimination, and (vii) any other acts specifically stated in THIS CONTRACT as constituting a basis for termination of THIS CONTRACT.

The MVPC may terminate THIS CONTRACT at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination, the CONTRACTOR shall cease to incur additional expenses in connection with THIS CONTRACT. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the MVPC. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE VIII. DAMAGES. From any sums due to the CONTRACTOR for materials, supplies or equipment delivered, the MVPC may keep for its own the whole or any part of the amount for expenses, losses and damages, incurred by the MVPC as a consequence of purchasing materials, supplies or equipment as a result of any event of default, failure, omission or mistake of the CONTRACTOR in furnishing or delivering materials, supplies or equipment as provided in THIS CONTRACT.

ARTICLE IX. INSURANCE. The CONTRACTOR must provide the MVPC with a certificate of insurance coverage per the terms of the RFP Article VII, paragraph L prior to contract execution.

ARTICLE X. RIGHT TO USE DOCUMENTS. The MVPC shall have unlimited rights, for the benefit of the MVPC, in all drawings, designs, specifications, notes and other work developed in the performance of this contract, including the right to use same on any other MVPC projects

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without additional cost to the MVPC; and with respect thereto the CONTRACTOR agrees and hereby grants to the MVPC an irrevocable royalty-free license to all such data which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws..

ARTICLE XI. CONFLICT. In the event there is a conflict between these Articles and the proposal documents, the proposal documents: shall supersede these Articles.

ARTICLE XII. FUNDING, GOVERNING LAWS AND ORDINANCES. THIS CONTRACT is made subject to the availability of funds, all the laws of the Commonwealth of Massachusetts, and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of THIS CONTRACT shall not be affected) and such law or ordinance shall be operative in lieu thereof.

ARTICLE XIII. EQUAL OPPORTUNITY. The CONTRACTOR in the performance of all work under THIS CONTRACT will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental equipment. The MVPC may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIV. ASSIGNABILITY. The CONTRACTOR shall not assign, sell, subcontract or transfer any interest in THIS CONTRACT without prior written consent of the MVPC. This AGREEMENT and any document referenced and incorporated herein or attached represent the ENTIRE CONTRACT and shall only be modified by written addendum between the Parties.

IN WITNESS WHEREOF, the parties have hereto and to two other identical instruments set their hands and seals the day first above written.

FOR THE CONTRACTOR

MERRIMACK VALLEY PLANNING COMMISSION

Jerrard Whitten
Executive Director

Jenifer Dunlap
Finance Director and Human Resources Coordinator

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