

Water Environment Federation

REQUEST FOR PROPOSALS

CONSULTANT SERVICES

Support for Innovative Approaches and Clean Water Technologies for Resilient Redevelopment

SECTION I - INTRODUCTION

1.1 Purpose: The purpose of this Request for Proposals ("RFP") is to support initiatives to explore innovative approaches and clean water technologies for resilient redevelopment in the Chesapeake Bay Watershed and other mid-Atlantic areas. The work to be supported will advance outcomes from the Chesapeake Bay Agreement. The Funding is supplied by the Chesapeake Bay Trust and ultimately from USEPA.

SECTION II – SERVICES/SCOPES OF WORK and OFFEROR'S MINIMUM QUALIFICATIONS

2.1 Scope

Maximum bid: Bids not to exceed \$99,000

Timeline: Work must be completed by March 31, 2020

a. Scope of Work – Introduction

Stormwater is the only growing source of water pollution in many watersheds. With urban populations expected to grow to nearly 70% by 2050, and more frequent and intense storms occurring across the country, there is ever-increasing pressure on stormwater systems. To address this, the Water Environment Federation's (WEF) Stormwater Institute (SWI) developed *Rainfall to Results: The Future of Stormwater* based on input from leading stormwater professionals. This report identified six objectives that are central to supporting sustainable stormwater management:

1. Work at the watershed scale
2. Transform stormwater governance
3. Support innovation and best practices
4. Manage assets and resources
5. Close the funding gap
6. Engage the community

This project is intended to begin the work of meeting those objectives by engaging the community to participate in stormwater decision making in their communities and encourage innovation in the management of runoff while still ensuring that innovative practices function as intended.

b. Scope of Work – Deliverables

Offerors must outline in detail their ability to perform in timely fashion the following services:

Deliverable – Green Infrastructure Design Charrettes and Pilot Projects

The Chesapeake Bay watershed is more than 64,000 square miles and is home to more than 18 million people. The land uses in this watershed, which encompasses parts of six states and all of the District of Columbia, vary from forests to agriculture to urban and suburban development, and these land uses directly impact this important estuary, which is the largest in the United States. As the population in this watershed continues to grow, it is becoming increasingly important to look to innovative stormwater practices, such as green infrastructure, to address pollutant discharges into the Bay. In recent years, green stormwater infrastructure (GI) has been embraced by many communities because of the co-benefits associated with these systems; in addition to managing stormwater runoff, GI also provides social and economic benefits, such as increasing community livability and increasing property values. Recent trends in the Chesapeake Bay watershed suggest a resurgence of growth in urban areas, resulting in the redevelopment of brownfield sites. USEPA defines brownfields as:

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

While the idea of incorporating GI on these types of redevelopments might at first seem impossible due to contamination, there have been a number of successful and innovative projects around the country. The key to the success of many of these projects is to find an appropriate site with an innovative developer and to engage stakeholders early on in the process to gather their input on the needs of the surrounding community. Design charrettes are often used to show how design elements can be combined to achieve project goals. This project supports efforts to redevelop urban areas in ways that minimize impacts on urban water and provide additional benefits to the surrounding community. The specific tasks of this projects are:

- Work with WEF and the appropriate state/local organization to prioritize possible sites for a pilot project.
- Select at least two sites and engage property owners/redevelopers to participate in project.
- Urban redevelopment design charrettes: organize and work with stakeholders to host at least two, one-day design charrette to highlight innovative design and construction techniques and use feedback to inform pilot projects.
- Design and construct pilot projects.

c. Qualifications and Expertise

Offeror's personnel assigned to perform under the Contract should have the following experience:

- Expertise or experience in engaging stakeholders
- Expertise or experience in engaging regulatory community to both assist in site prioritization and to ensure pilot projects are not in conflict with existing regulations.
- Expertise or experience in the design and construction of green stormwater infrastructure

SECTION III – ADDITIONAL SERVICES

Additional Services. The Contract Officer may request ancillary or additional services within the capacity of the Contractor as may be useful or necessary in the interests of WEF and the Project for any of the above Scopes of Work.

Add/Deduct: WEF reserves the right to add or remove items from the base bid proposal during the contract and modify or adjust scope of work and payment as needed.

SECTION IV - PROPOSAL FORMAT AND SUBMISSION INFORMATION

4.1 Principal Solicitation Officer and Issuing Office:

Contract Officer: Adriana Caldarelli
Telephone Number: 703.684.2406
E-Mail: acaldarelli@wef.org
Address: 601 Wythe St.
Alexandria, VA 22314-1994

The sole point of contact for the purpose of this RFP is the Contract Officer.

4.2 Prospective Offerors: An "Offeror" is a person or entity that submits a proposal in response to this RFP.

4.3 Cancellation; Discretion of Contract Officer: This RFP may be canceled in whole or in part and any proposal may be rejected in whole or in part at the discretion of the Contract Officer. In addition, the Contract officer has the right to negotiate separately with any Offeror in any manner which will best serve the interests of WEF. The Contract Officer may waive any mandatory condition or minimum qualification if she determines that such action is in the best interest of WEF.

4.4 Submission Instructions/Proposal Closing Date:

Offerors must submit proposals to the contract officer via email, no later than **4:00 p.m. on Friday, May 17, 2019** (the "**Closing Date**"). Requests for extensions will not be granted and late applications will not be accepted.

Proposals are irrevocable for 90 days following the Closing Date.

4.5 Proposal Format: Each proposal (i.e., a submission in response to each scope of work) must include responses to a-e in a concise (≤5 pages) description. Items f) and g) may be addressed outside of the 5-page limit and may be attached as additional pages. All material must be submitted in one electronic file.

- a) Names of individuals providing the services and number of years of experience in such areas
- b) The individual's proposal for how to address the elements of the scope(s) of work and required outcomes described in the services and deliverables section (Section II above).
- c) Response to the qualifications section: a description of the experience to provide services in the topics described above as described in Section 2.5,
- d) Names, phone numbers, and email addresses of three references
- e) **The Offeror shall submit a budget including total number of hours and hourly rate of compensation for the services to be performed during the term of the Contract; any additional costs required to complete the project; and total compensation.** Under this program, food and beverage costs will not be supported. The proposed rates of compensation will be irrevocable for a period of 90 days from the Closing Date, or if modified during negotiations, for a period of 90 days from the date such modified rates are proposed by the Offeror.
- f) The resume or CV of the individual(s) providing the service
- g) Any other information which the Offeror considers relevant to a fair evaluation of its experience and capabilities.

Subcontracting Opportunities. If a Proposer considers subcontracting of services to be available, they should so specify, and in that case demonstrate compliance with Good Faith Efforts to engage Disadvantaged Business Enterprises.

4.6 Professional Liability Insurance: The Offeror shall agree to maintain in full force and effect during the term of the Contract usual and customary amounts of liability insurance coverage in connection with the performance or failure to perform services under the Contract.

4.7 Eligible Organizations: No entity may enter into a Contract with WEF under this funding opportunity unless the entity has provided its EIN number to WEF.

SECTION V - EVALUATION PROCEDURE

5.1 **Qualifying Proposals:** The Contract Officer will review each proposal for compliance with the minimum qualifications set forth in "Offeror's Minimum Qualifications."

5.2 **Deviations and Negotiation.** The Contract Officer shall have the sole right to determine whether any deviation from the requirements of this RFP is substantial in nature, and the Contract Officer may reject non-conforming proposals. In addition, the Contract Officer may waive minor irregularities in proposals, allow an Offeror to correct minor irregularities, and negotiate with responsible Offerors in any manner deemed necessary or desirable to serve the best interests of the Project.

5.3 **Evaluation.** Proposals shall be evaluated by a review committee composed of technical experts and facilitated by the Contract Officer. Evaluation will be made on the basis of the evaluation criteria discussed below and may include any oral presentation that may be required by the Contract Officer, through a recommendation by the technical review committee, at his or her discretion. The Contract Officer reserves the right to recommend an Offeror for contract award based upon the Offeror's proposal without oral presentations or further discussion. However, the Contract Officer may engage in further discussion if he or she determines that it might be beneficial. In such case, the Contract Officer will notify those responsible Offerors with whom further discussion is desired. In addition, the Contract Officer may permit qualified Offerors to revise their proposals by submitting "best and final" offers.

5.4 **Evaluation Considerations:** Proposals and any oral presentation by Offerors who meet the minimum qualifications set forth in Section II will be evaluated by the technical review committee on the basis of the following factors:

- A. Proposed Team (Specific Individual(s) Responsible for Performance of Contract). Evaluation of the qualifications, reputation, and compatibility with needs of WEF and the Project of the individual or individuals who will perform the Contract.
- B. Proposed Approach. Evaluation of the work to be performed to accomplish the goals outlined in the Scopes of Work in Section II.
- C. Experience of Offeror. Evaluation of the quality and quantity of the Offeror's experience and expertise in the areas proposed, supported by references.
- D. Capacity. Evaluation of the Offeror's ability and commitment to meet timeline for the Project.

- E. **Price and Hours.** Hourly rate and number of hours to be devoted to the project.

SECTION VI: OTHER INFORMATION

6.1 **Disclosure:** Proposals submitted in response to this RFP may be provided to government agencies.

6.2 **Expenses:** WEF and the Contract Officer are not responsible for any direct or indirect expenses which an Offeror may incur in preparing and submitting a proposal, participating in the evaluation process, or in consequence of this solicitation process for any reason.

6.3 **Acceptance of Terms and Conditions:** By submitting a proposal in response to this RFP, (A) the Offeror accepts all of the terms and conditions set forth in this RFP; (B) the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract; (C) the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the United States Government or the State or any department or unit thereof, including, without limitation, the payment of taxes and employee benefits, and, if selected for award, that it shall not become so in arrears during the term of the Contract; and (D) the Offeror, acknowledges that they are compliant with federal employment and non-discrimination laws and have not been debarred, convicted, charged or had civil judgment rendered against them for fraud or related offense by any government agency (federal, State, or local) or been terminated for cause or default by any government agency (federal, State, or local).

6.4 **Disadvantaged Business Enterprise/Minority Business Enterprise (DBE/MBE) Participation:** This RFP encourages the participation of DBE/MBE firms (members of a group as defined in the State Finance and Procurement Article of the Annotated Code of Maryland (the "Procurement Article"), Section 14-301(f)(i)(ii)). WEF encourages DBE/MBE firms who meet the minimum qualifications to respond to this RFP.

6.5 **Parties to the Contract:** The contract to be entered into as a result of this RFP (the "Contract") shall be between the successful Offeror (the "Contractor") and WEF and may be subject to the Chesapeake Bay Trust approval prior to Contract award.

6.6 **Contract Documents.** The Contract shall include the following documents: this RFP, the Contractor's Proposal (to the extent not inconsistent with the RFP or the Contract), and the Contract. In the event of an inconsistency, the Contract shall have priority over the other documents and specific conditions of the Contract shall have priority over General Conditions.

6.7 **Contract Term.** The Contract term shall commence as of a date to be specified in the Contract and, unless sooner terminated in accordance with the Contract, shall end when all work authorized under the Contract has been successfully completed, unless the Contract is renewed or extended at the sole option of the Contract Officer.

6.8 **Billing Procedures and Compensation.**

A. **Method.** The Contracts to be entered into as a result of this RFP will not exceed the small procurement threshold fixed at 41 U.S.C. 403 (11) (currently \$150,000.) The Contractor(s) must comply with billing procedures as may be required by the Contract Officer and FUNDING PARTNER. These may entail monthly reporting of time and eligible expenses or may be based upon satisfactory completion of benchmark tasks.

B. **Records.** The Contractor(s) shall submit invoices in a form acceptable to the Contract Officer and maintain records relating to the costs and expenses incurred by the Contractor(s) in the performance of the Contracts for a period of three years from the date of final Project payment under the Contracts.

6.9 **Certification.** The Offeror shall certify that, to the best of its knowledge, the price information submitted is accurate, complete, and correct as of the Closing Date, and if negotiations are conducted as of the date of "best and final offer."

6.9 **Branding.** All products (outreach materials, events) will be branded with WEF Stormwater Institute logos.