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Point of Contact: Brattleboro Development Credit Corporation

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Date of Issue: September 4, 2019

Due Date: October 4, 2019

Method of Submission: Via email to bkilburn@brattleborodevelopment.com. ¹

Request for Qualifications

BDCC Brownfields Cleanup Program – Long Falls Paperboard Brattleboro, Vermont

¹ Incomplete submissions will not be considered.

1.0 INTRODUCTION

Brattleboro Development Credit Corporation (BDCC) is a private, nonprofit economic development organization that serves as a catalyst for industrial and commercial growth throughout Southeastern Vermont, including Windham County and the towns of Readsboro, Searsburg, Weston, and Winhall.

The primary objective of BDCC is to create and retain a flourishing business community that supports vibrant fiscal activity and improves the quality of life of all its residents. Their goal is to assist start-up companies, growing companies, and global businesses alike, in order to support continued success stories in the region.

BDCC is affiliated with the State of Vermont as the certified Regional Development Corporation (RDC) serving the greater Windham County area. BDCC is one of the 12 RDCs throughout Vermont.

BDCC is seeking qualification statements for the planning, oversight, and documentation of Brownfields cleanup activities at Long Falls Paperboard, LLC, a paper manufacturing facility. The property is located at 161 Wellington Road, Brattleboro, Vermont 05301 (Attachment 1). BDCC has received a funding commitment from the US Environmental Protection Agency Brownfields Cleanup program.

2.0 PROJECT BACKGROUND

The brownfield to be cleaned up is the Long Falls Paperboard, LLC (LFP) manufacturing site at 161 Wellington Road in Brattleboro, Vermont. The Site hosts a 220,000 square foot paper manufacturing plant on a 39-acre riverfront parcel. The Site has over 3.400 feet frontage on the Connecticut River and the southeastern portion of the Site is a FEMA-designated floodplain.

The paper manufacturing plant was built in 1961. Prior to 1961, the property was farmland. Originally owned and operated by Case Brothers Paper, the plant was acquired by Neenah Northeast LLC in 2015. On October 29, 2018, Neenah announced that it would close the Brattleboro facility by year's end. For a town already reeling from previous losses, losing another 100 high paying jobs would have been devasting. BDCC and LFP created a public-private partnership to support an acquisition prior to January 1, 2019. On December 31, 2018, LFP purchased the business and assumed operations at the former Neenah Paper plant. BDCC, acquired the building and lands and is working with Vermont's Department of Environmental Conservation (DEC) to facilitate a Brownfields assessment. Once BDCC obtains a certificate of completion from the DEC, LFP plans to purchase the building and lands.

BDCC commissioned a pre-acquisition Phase I Environmental Site Assessment (ESA) that documented twelve Recognized Environmental Conditions. A previous Site investigation was performed, and documented contamination includes chlorinated solvents, refrigerants, heavy metals, and co-mingled petroleum. Phase II ESA testing is ongoing, and other potential contaminants may include dioxins and furans, PCBs, and semi volatile organic compounds. No environmental cleanup has taken place. The property poses a potential health risk due to its proximity to the Connecticut River.

Details and materials on the project to date can be found at https://brattleborodevelopment.com/development-services/long-falls-paperboard-epa/ which includes the Phase I conducted by LE Environmental in December 2018, Analysis of Brownfields Cleanup Alternatives (Preliminary Evaluation), Final Draft EPA Clean up Application (January 2019), Site Specific Quality Assurance Project Plan Phase II, responses thereto, and a revised Site Specific Quality Assurance Project Plan Phase II (Stone Engineering). The project is enrolled in the Vermont BRELLA Program, and because of BDCCs designation as an RDC, the Hazardous Waste Contamination and Cleanup Exemption from Liability.

3.0 SCOPE OF THE PROJECT

The proposed cleanup plan addresses environmental risk due to soil contamination from historic activities. On-site contamination due to historic use of chlorinated solvents, refrigerants and petroleum products has been documented. Other soil contamination may be present due to historic pulp bleaching and outdoor storage of obsolete equipment. The key concept is to minimize risk to human health by removing access to contaminated soils. Current practices at the facility are much more environmentally friendly and less likely to create environmental contamination. The cleanup plan includes:

- Development of documentation for regulatory approval. In Vermont, this includes development of an Evaluation of Corrective Action Alternatives (ECAA), equivalent to Analysis of Brownfield Cleanup Alternatives (ABCA), Corrective Action Plan (CAP), and Quality Assurance Project Plan (QAPP).
- Shallow contaminated soils will be removed and properly disposed of from greenspace areas around the plant where human exposure could occur (approximately 4,500 tons).
- Soils contaminated with chlorinated solvents in the vicinity of the plant will be removed and properly disposed of (approximately 300 tons).
- A clean soil cap will be installed in these areas to eliminate contract risks, prevent contaminated migration, and reduce exposure to surface toxins.
- The ABCA indicates that cleanup is feasible within the EPA funding parameters.
- The QEP, DEC, and USEPA Region 1 will monitor cleanup progress.

 Once cleanup is completed, a Certificate of Completion under Vermont's BRELLA statute will be issued, allowing LFP to acquire title to the property, expand and create jobs, and invest in energy efficiency and renewable energy upgrades and installations.

The anticipated scope of work for the selected QEP would include:

- A. Work in close coordination with the Project Manager to ensure adequate financial, environmental, and workplace risks are mitigated;
- B. Ensure EPAs funder requirements are met and assist the Project Manager with progress reporting and funding draw requests;
- C. Develop the necessary documents for regulatory approval and contractor selection for cleanup;
- D. Work with the Project Manager to conduct a competitive procurement process to obtain a construction contractor to perform the cleanup work. This will include developing final plans, specifications, and bid documents;
- E. Oversee the implementation of the cleanup plan in coordination with the Project Manager, Vermont DEC Staff, and in accordance with Vermont DEC and EPA requirements;
- F. Construction period oversight of cleanup contractors;
- G. Document the cleanup with inspections, photos, and testing results;
- H. Preparation of QAPP (if necessary) and ACRES data entry;
- I. Complete Brownfield Completion Report and other reporting required by Vermont DEC; and
- J. The selected QEP shall comply with the terms and conditions of the EPA Cooperative Agreement. This agreement, once executed, will be provided to the selected QEP.

4.0 CONTRACT PERIOD

The selected QEP will be chosen and a contract for services entered with BDCC. The successful QEP contractor shall begin work in late October. The Cooperative Agreement with the EPA has a term of service which begins 10/01/2019. Cleanup activities are expected to begin in the late spring or early summer of 2020 and should be completed by the fall of 2020.

5.0 MANDATORY SITE WALKTHROUGH

A mandatory site walk through is schedule for 1:00 pm on September 26, 2019 at 161 Wellington Road; Brattleboro, Vermont 05301. Your firm's attendance at this site walk is required to be considered for this project.

6.0 PROPOSAL CONTENT

To be considered all proposals should include the following information:

- A. Qualifications and Experience: Please address the Contractor's or firm's qualifications and experience relative to the tasks described in Section 3 above and provide a history of the firm's performance on similar projects. The proposer should also demonstrate familiarity with the ACRES database and an ability to perform the reporting required to keep it current. The proposer should also demonstrate experience with EPA reporting requirements including but not limited to quarterly reporting, MBE/WBE reporting, and Davis-Bacon payroll collection and reporting. The Contractor should demonstrate experience in working with historic manufacturing structures and conducting complex environmental cleanups. Since LFP is proximate to the Connecticut River, the proposer needs to demonstrate its ability to work near navigable waterways, including compliance with Vermont storm water management regulations, and the federal Clean Water Act. The Contractor must demonstrate experience with the preparation of plans and specifications and engineering documents. The use of local businesses is encouraged. The Contractor shall also demonstrate how its approach to this project will be consistent with the EPA Region 1 Green Remediation Policy (Attachment 2).
- B. **Capacity:** Please provide information on the capacity of the Contractor or firm, including availability of personnel and equipment to perform work, financial stability of the firm, and commitment to present workload as it affects the firm's ability to complete the work by the specified deadline.
- C. Project Personnel: Provide a listing of the project personnel, including biographies and/or resumes giving relevant education, experience, and qualifications of person(s) who will perform the work. Include hourly billing rates for project personnel, and an estimate of the percentage of total billed time that will be performed by each identified person. Contractors 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 Contractor's statement of qualifications. Subcontractors may not be substituted, nor any portions of the contract assigned to other parties after contract award, without prior written approval by the BDCC Project Manager. Contractors and/or firm teams will need to demonstrate experience with meeting MBE/WBE goals for the Clean-up Grant and proposal how goals will be achieved for this project with the utilization of the firm and/or teaming partners.
- D. **General Approach:** Please include information on the Contractor's or firm's approach to planning and managing the project, including planned approaches to working with the BDCC Project Manager. Where practical and cost effective, BDCC, encourages

bidders to use local and regional contractors, employees, and commodities. Describe in your proposal how you plan to achieve this goal. For the purposes of the RFQ "regional" can be defined as any company or employee located within 50 miles of the job site.

- E. **Costs and Schedule:** The Contractor is expected to perform the required tasks within the budgetary guidelines set forth in the EPA Brownfields application. In addition to billing rates, please submit an estimated total cost. The Contractor should provide a schedule for the activities proposed in keeping with the Cleanup Grant timelines and provide examples of cost controls on previous projects. Include in the schedule milestones, quarterly meetings with BDCC, and other public meetings.
- F. **Insurance:** Proof of professional liability coverage is required. Applicants shall indicate their ability to provide proof of coverage for the following minimum 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
 - Proof of worker's compensation coverage
 - Professional errors and omissions coverage of \$1 million
- G. **References:** Please provide at least three references that can address the firm's or Contractor's general approach to project management and/or the firm's or Contractor's qualifications and experience relative to similar projects.

7.0 REVIEW OF PROPOSALS

Proposals will be reviewed and evaluated by BDCC pursuant to the following criteria:

•	General qualifications and capacity of firm or individual	25%
•	Demonstrated related experience	25%
•	Appropriateness of general approach to work plan elements	
•	Evaluation of proposals by review committee including prior	
	experience, proximity to the site, and reference checks	25%

BDCC may shortlist and interview up to three Contractors/Firms. Selected Contractors to negotiate the scope and fee. Upon failure to reach a negotiated agreement the BDCC reserves the right to negotiate with the next qualified candidate.

8.0 TIME FRAME

A.	Request for Qualifications Released	September 4, 2019
В.	Mandatory Site Walk	1:00 pm on September 26, 2019

C. Final Day for QuestionsD. Deadline for Proposals4:00 pm on September 30, 20194:00 pm on October 4, 2019

E. Announcement of Shortlist Interviews (tentative) October 11, 2019F. Official Selection October 18, 2019

9.0 CERTIFICATION(S) / CONTRACT REQUIREMENTS (PASS THRU PROVISIONS)

BDCC's current projects, and the provisions of specific Financial Agreements include requirements that all contracts with Contracted Subordinates, Subcontractors, Agents, and Consultants shall contain such provisions as are appropriate and necessary to meet the requirement as set forth in the agreements. This certification shall accompany all bidding documents, contracts, agreements, and scope of work.

Certification of the following will be required as part of any final contract:

- 1) Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all federal, state, and local taxes, to the extent Contractor is subject to taxation;
- 2) Contractor is current on, or is in full compliance with a plan to pay, any and all debt financing;
- 3) There are no liens, judgements, or other encumbrances, other than those of record, or disclosed prior to the full execution of the Sub Grant Agreement, Contract, Agreements, or Scope of Work;
- Contractor's representations with respect to the financial and operational aspects of the business in written documents previously provided, if any, remain accurate and not misleading;
- 5) Contractor certifies, as of the date of execution of its Sub Grant Agreement, Contract, Agreement or Scope of Work, the Contractor is not listed in the Exclusions portion of Performance Information in the System for Award Management ("SAM") at www.sam.gov; nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment; and
- 6) Contractor, and all of its contracted subordinates, subcontractors, agents, and consultants shall comply with Section 3 requirements in accordance with 24 CFR 135 to provide economic opportunities in connection with this Project, to the greatest extent feasible, to low and very low income persons residing within the area in which the Project is located and to Section 3 businesses. Section 3 requirements shall be included in bid documents: https://www.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf

Additionally, the following provisions shall be included in all contracts related to a project, and shall be binding for the duration of said project:

ASSURANCES AND COMPLIANCES: Contractor shall comply with all sections, as they apply, required in the areas of:

- 1) Conflict of Interest, Vermont Community Development Program (VCDP) Procedures, Chapter 9 and Chapter 10, Section 10.3.
- 2) Retention of and Access to Records, VCDP Procedures, Chapter 3.
- 3) Equal Opportunity, Title 21, V.S.A. Chapter 5, Subchapter 6, (495-495h), relating to fair employment practices, and Title 9 V.S.A. Chapter 139, Sections 4503 and 4504, relating to fair housing practices.
- 4) Interpretation: All contracts shall be governed by and construed in accordance with the laws of the State of Vermont and the laws of the United States of America, where applicable.

STANDARD STATE OF VERMONT PROVISIONS FOR CONTRACTS AND GRANTS: Should a project including funding from the State of Vermont, then said Contractor shall comply with:

- A. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- B. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- C. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 6, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

D. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services with the State, payment of use tax on property used with the State, corporate and/or personal income tax on income earned within the State.
- b. Party certified under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- E. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- F. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- G. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of this date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment.

- H. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- State Facilities: If the State makes space available to Party in any State facility during the term
 of this Agreement for purposes of the Party's performance under this Agreement, the Party
 shall only use the space in accordance with any policies and procedures governing access to

- and use of State facilities which shall be made available upon request. State facilities will be made available to Party as an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- J. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

10.0 SUBMISSION REQUIREMENTS

To be considered, proposals must be received by Bobbi Kilburn, BDCC's Director of Finance & Grant Management no later than 4:00 pm on October 4, 2019. Electronic submission is required, either by email or through a weblink (FTP, Dropbox or other). All proposals become the property of BDCC.

All questions during the preparation of the Contractor's submission shall be directed in email to Bobbi Kilburn, BDCC's Director of Finance & Grant Management, and must be received by 4 pm on September 30, 2019. All questions and responses will be sent to all other qualified candidates, and made available on https://brattleborodevelopment.com/development-services/long-falls-paperboard-epa/. BDCC is an Equal Opportunity Employer. Women and minority owned businesses are encouraged to submit proposals.

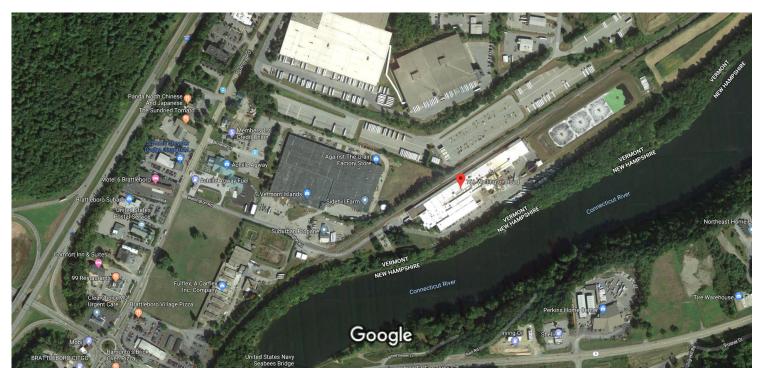
11.0 GENERAL TERMS AND CONDITIONS:

- A. The successful Contractor shall comply with all applicable federal, state and local laws and regulations as may be applicable. Funding for this project is provided through a US Environmental Protection Agency Brownfields cleanup grant. The Contractor shall take into account compliance with all applicable regulations in 2 CFR 200 and Part 35, Subpart O. Contractors are advised to review all applicable federal regulations prior to submitting a proposal. Contractors must demonstrate an ability to allocate, track, and invoice costs separately for cleanup and demolition activities. The Contractor shall be responsible for ensuring compliance with the Terms and Conditions of the EPA Brownfields grant.
- B. Respondents shall demonstrate an ability to comply with the Davis-Bacon Act. All laborers and mechanics conducting construction, alternation, or repair activities on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.
- C. Respondents to this RFQ will represent a firm, company or team possessing experience and expertise in environmental risk assessment and management plans, quality assurance plans, groundwater, surface water, soil, indoor air, and building material sampling, remediation strategies/implementation and cleanup programs, community

- outreach and education programs, and the professional standards thereof, to undertake and successfully complete the scope of work as outlined in this RFQ and attachments.
- D. BDCC reserves the right to enter into a contract for services that is less than the scope of work outlined above. BDCC may also reject any and all proposals, waive technicalities, advertise for new proposals, and make such awards as may be deemed to be in the best interests of BDCC.
- E. BDCC reserves the right to augment the scope of this contract after award to the extent that additional cleanup/remediation activities may become necessary to further the redevelopment of the site and comply with state cleanup requirements and additional sources of cleanup funds may become available to BDCC.
- F. Reports and materials to include electronic formats developed by the successful applicant under a contract that may result from this RFQ are considered public information and may not be copyrighted.
- G. The successful applicant will assume sole responsibility for the complete project as required in the contract. BDCC will consider only one individual | firm | company as the sole point of contact with regard to contract matters, whether or not subcontractors are used for one or more parts of the project.
- H. BCCC and the State of Vermont guidelines will apply to this project. Proposers should be aware that the goals for this project are expected to be a minimum of five (5) percent Minority Business Enterprises and Women Business Enterprises participation (1.3% MBE; 3.7% WBE). Final guidance on affirmative action goals for this project will be contained in the Cooperative Agreement between BDCC and the EPA. When use of subcontractors is contemplated, the Contractor selected shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus firms are used when possible.

Attachment 1

161 Wellington Rd



Imagery ©2019 Maxar Technologies, USDA Farm Service Agency, Map data ©2019 200 ft



161 Wellington Rd

Brattleboro, VT 05301











Directions

Save

Nearby

Send to your phone

Share

Photos

Attachment 2



Clean and Greener Policy for Contaminated Sites EPA Region 1

Office of Site Remediation and Restoration

Revised February 2012

A core part of EPA's mission is ensuring that contaminated sites are cleaned up to be protective of human health and the environment. The process of cleaning up and returning these sites to beneficial use generally requires energy, water, materials, and other resources that can create an environmental footprint of its own. An *environmental footprint* considers the broader environmental impacts of an activity, such as the depletion and degradation of natural resources or other potential consequences.

EPA Region 1's Office of Site Remediation and Restoration is committed to using and promoting strategies and practices that reduce the environmental footprint during cleanup and restoration activities, to the extent feasible and consistent with applicable statutes, regulations and guidance. This *Clean and Greener Policy for Contaminated Sites* embraces the following green remediation objectives, where practical and appropriate:

- Minimize total energy use and maximize use of renewable energy;
- Minimize air emissions and greenhouse gas generation;
- Minimize water use and impacts to water resources;
- Reduce, reuse, and recycle materials and wastes; and
- Protect and minimize adverse impacts to land and ecosystems.

Opportunities for achieving these green remediation objectives should be evaluated for each stage of the site cleanup process. These opportunities will depend on site-specific conditions and will vary accordingly. Some examples of potential activities include:

- Utilizing solar, wind, or on-site landfill methane to power remediation systems and heat buildings;
- Reducing energy consumption by on-site equipment and buildings;
- Using cleaner fuels, diesel emission controls, and other emission reduction practices for construction vehicles and other equipment;
- Choosing more energy efficient modes of transportation for waste and materials (e.g., use of rail for long distance hauling);
- Employing best management practices for stormwater (e.g., bioremediation terraces);
- Reducing water use and recycling treated waste water;
- Substituting recycled materials for virgin materials (e.g., coal-ash based cement instead of Portland cement, 100% recycled geotextile fabric for cover systems); and
- Supporting environmentally-sustainable site reuse (e.g., renewable energy production, smart growth, healthy and productive ecosystems, green buildings).

This policy applies to all cleanups performed by EPA or under EPA oversight through the Superfund, Resource Conservation and Recovery Act (RCRA) corrective action, Underground Storage Tank (UST), and Brownfields programs. Region 1 will also promote this policy in state-authorized and state-lead cleanup programs.

This policy does not change or modify any legal requirements regarding the selection of appropriate cleanup actions under applicable law. Nor is it intended to compromise cleanup objectives, community interests, the reasonableness of cleanup timeframes, or the protectiveness of cleanup actions. EPA will consult with communities regarding response actions and will consider anticipated future land use, consistent with existing requirements. This policy shall be implemented consistent with the national *Principles for Greener Cleanups* issued by EPA's Office of Solid Waste and Emergency Response on August 27, 2009 (www.epa.gov/oswer/greenercleanups/principles.html).

Issued on: 2/14/2012

mes T. Owens, III, Director

Office of Site Remediation and Restoration

EPA Region 1