Chesapeake Bay Trust

REQUEST FOR PROPOSALS

CONSULTANT SERVICES for
GREEN STREETS, GREEN JOBS, GREEN TOWNS TECHNICAL ASSISTANCE – CHARETTES TO SUPPORT GREEN INFRASTRUCTURE EFFORTS IN THE CHESAPEAKE BAY

SECTION I - INTRODUCTION

1.1 Purpose: The purpose of this Request for Proposals ("RFP") is to provide communities technical assistance for stormwater and watershed planning using charettes. The work to be supported will advance outcomes from the Chesapeake Bay Agreement. The Funding is supplied by the United States Environmental Protection Agency (EPA) Region III through the Catalog of Federal Domestic Assistance (CFDA) 66.964 and the West Virginia Department of Environmental Protection (WV DEP) through the CFDA 66.964.

1.2 Timeline: Work must be completed by September 1, 2024.

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

2.1 Scope of Work:

a. Scope of Work – Introduction

A charrette is a planning or visioning session where community members, planners, developers, and other key stakeholders collaborate on the development of a green plan, vision, or design for a project. There is a need to provide technical assistance to communities for stormwater and watershed planning. Funding partners request technical assistance for a green street charrette and technical assistance to develop concept plan and/or engineered design phase in three communities. This effort supports the “Green Streets, Green Jobs, Green Towns” program goal to help communities develop and implement plans that reduce stormwater runoff, increase the number and amount of green spaces in urban areas, improve the health of local waters and the Chesapeake Bay, and enhance quality of life and community livability. This work will support communities who do not currently have the capacity to conduct this planning and design work. More about this program is available at: https://cbtrust.org/grants/green-streets-green-jobs-green-towns/.

These communities requested this technical assistance through the Green Streets, Green Jobs, Green Towns (G3) Grant Program. The communities are interested in planning for future stormwater and watershed planning efforts that will lead to future implementation projects that clean water and support healthy communities. The communities demonstrated a need for this additional support and both the willingness and ability to participate in a charrette. We seek charettes in the following organizations and the communities they support: 1) Jonestown Borough, Pennsylvania (PA); 2) Warm Springs Run Watershed Association in West Virginia including the Town of Bath and the Berkely Springs area of West Virginia (WV); and 3) George Washington Regional Commission located in Virginia (VA) and including the jurisdictions of Stafford, Spotsylvania, Caroline, and King George Counties and the City of Fredericksburg. The
final products requested for each of the three charrettes include a comprehensive set of plan-enabling and supportive documents that represent a feasible plan. You may provide an application for one, two, or all three charrettes. The paragraphs below provide details for each of these three projects and their associated locations in which charrettes are requested:

**Jonestown Borough, Pennsylvania:**
The Jonestown Borough seeks to implement a project that includes public meetings and preparing conceptual plans for a pocket-park, parking area, tree planting, planting of native plants, and stormwater management in a space currently used for the borough Christmas tree and other community events. The staff within the Borough will help the contractors advertise, schedule, organize, and record minutes of all meetings for community involvement. The borough solicitor will be contacted as necessary. This project will be supported through the Parks, Recreation & Events Committee, and the project is anticipated to continue into engineered plans and implementation following the conclusion of the conceptual planning process.

**Warm Springs Watershed Association (WSWA), West Virginia (Towns of Bath and Berkely Springs):**
The WSWA seeks to restore the tree canopy in the Berkely Springs area to counteract the effects of land use change caused by the construction of the Berkeley Springs Bypass. The expressway is being built in the upper five miles on the east side of the Warm Springs Run Watershed and has resulted in drastic disturbance with clear-cuts and a stripped landscape. WSAW envisions their plan tree canopy restoration plan to include: (1) specific steps outlined to complete the long-range project, (2) a detailed budget and a strategy for securing the necessary funding, (3) a community outreach plan that engages local residents, students, community organizations, and businesses, and (4) an approach for long term maintenance that uses West Virginia Division of Highways (WVDOH) and county resources without undue burden. WSWA is prepared to provide 280 volunteer-hours valued by the Independent Sector and funding as needed for meetings, printing, and outreach materials including brochures and signage. WSWA will also work with partners to ensure a maintenance schedule for planted acres. The goal of this project is to change WVDOH policy so that future transportation corridor projects will include tree and shrub planting in the design and cost of construction.

**George Washington Regional Commission (GWRC), Virginia (jurisdictions of Stafford, Spotsylvania, Caroline, and King George Counties and the City of Fredericksburg):**
The GWRC seeks support to conduct a regional charette for regional partners as well as governmental and private partners to identify areas where green infrastructure is needed, feasible, and effective in the Fredericksburg, VA area. This project will build upon prior studies of green infrastructure in the region and allow the localities to draft concept and engineering design ideas for future rounds of the Chesapeake Bay Trust’s Green Streets, Green Towns, Green Jobs grant program. The jurisdictions of Stafford, Spotsylvania, Caroline, and Kind George Counties as well as the City of Fredericksburg are all planning to participate in the charrettes, and many already have letters of commitment. The proposed plan will be to start with a stakeholder visioning session and aim to have those project ideas submitted to the National Fish and Wildlife Federation (NFWF) for a Small Watershed Grant (SWIG) or NFWF’s Innovative Sediment and Nutrient Reduction Grant. GWRC has partners eager to participate in the charette, such as Friends of the Rappahannock and Downtown Greens.
b. **Scope of Work – Deliverables.**

Offerors must outline in detail their ability to perform in timely fashion the following services (applications can be for one, two, or all three charettes):

- **Deliverable A** – One kick off meeting with the funding partners to discuss the project. Review of application materials submitted by the target community/communities. Plan for charrette with invitation lists, timelines, milestones, action items, and outcomes.

- **Deliverable B** – Meetings with the target community and stakeholders to plan the charettes. Notes and action items from the meeting. A plan to conduct the charettes for the community including timelines, action items, outcomes, and milestones. Develop a draft agenda, draft invitation list (groups/people), and potential locations/dates for the charrette. Identification, creation, and/or collection of all base data necessary to perform the project planning and design during the charrette.

- **Deliverable C** – Secure on-site and local meeting location for the charrette. The meeting location shall be convenient for community member to attend in person with a hybrid option available. Develop the agenda and secure all meeting materials needed to conduct the charettes. Finalize the invitation list with the key stakeholders from the target community/communities for each charrette. Advertise and invite attendees for the charrette. Hold a charrette in each of the target communities with final products being the notes from the charrette and a plan for next steps including the final products (stormwater retrofit concept plans for one or more areas and/or stormwater retrofit engineered design for one or more practices) to be developed as outcomes of this scope of work.

- **Deliverable D** – Draft product(s), as defined and agreed upon in Deliverable C, of stormwater retrofit concept plans(s) and/or stormwater retrofit engineered design(s) for one or more practices are produced. Presentation to the key stakeholders of the draft product(s) for each charrette. Final product(s) developed and provided to the key stakeholders with recommendation for how to implement the recommendations to include schedule, estimated budget, resources needed, funding sources, etc. that will ensure information transfer occurs from this planning state to a future implementation for the communities served.

c. **Qualifications and expertise**

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

- Knowledge of green infrastructure and stormwater management in the Chesapeake Bay watershed;
- Recent experience (in the last three years) planning and leading in-person, virtual, and hybrid community meetings/forums in the Chesapeake Bay watershed;
- Experience developing watershed plans, stormwater conceptual plans, and engineering plans; and
- Competence in communication strategies to engage with and work with community members, City/County staff, stormwater/watershed professionals, and managers for the communities where the charrette(s) will be held.

d. **Information session**

A webinar at which the program will be described and questions from potential bidders will be answered will be held July 31, 2023, from 12 pm to 1 pm (EST). Register to attend at the
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Chesapeake Bay Trust - Green Streets, Green Jobs, Green Towns Technical Assistance

Following link: https://us02web.zoom.us/meeting/register/tZUocuuqrzIiGNY-rdxZJAG5IBWdKqNH-oB (this link will take you to a page to register for the zoom meeting. After you register, you will be sent a confirmation email containing information to join the meeting (meeting link, meeting ID, passcode). Any updates to this Information Session will be posted on this program’s website.

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 the Trust and the Project for any of the above Scopes of Work.

Add/Deduct: The Trust 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: Delaney Samons
- Telephone Number: 410-974-2941 ext 131
- E-Mail: dsamons@cbtrust.org
- Address: Chesapeake Bay Trust
  108 Severn Avenue
  Annapolis, MD 21403

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 the Trust. The Contract Officer may waive any mandatory condition or minimum qualification if she determines that such action is in the best interest of the Trust.

4.4 Submission Instructions/Proposal Closing Date:

Offerors must submit proposals using our Online Application System, located at: https://www.grantrequest.com/SID_1520?SA=SNA&FID=35341 no later than 4:00 p.m. on August 18, 2023 (the “Closing Date”). Requests for extensions will not be granted, late applications will not be accepted, and the online funding opportunity will close promptly at 4:00 pm. Offerors are strongly encouraged to submit at least a few days prior to the deadline given potential for high website traffic on the due date. The Trust cannot guarantee availability of Online Application System technical assistance on the deadline date. If email confirmation of submission is not received within two business days, please contact the Principal Solicitation Officer listed in Section 4.1.
Proposals are irrevocable for 90 days following the Closing Date.

4.5 **Proposal Format:**

**Narrative:**
You will be asked to submit a narrative. Each proposal must include responses to a-d in a concise (≤5 pages) description. Items e) and f) 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 resume or CV of the individual(s) providing the service
f) Any other information which the Offeror considers relevant to a fair evaluation of its experience and capabilities.

**Budget:**
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 broken down by direct rate, benefit rate, indirect rate, profit, and direct expenses; any additional costs required to complete the project; and total compensation. Under this program, food and beverage costs will not be supported. Use the Application Budget worksheet in the Financial Management Spreadsheet accessible at www.cbtrust.org/forms, and if needed, provide additional justification or explanation as an attachment to the proposal. 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. If your proposed indirect rate is higher than 10% of the direct costs and your proposal is selected for funding, you will be required to provide the Negotiated Indirect Cost Rate Agreement (NICRA) documentation.

**Subcontracting Opportunities.** It is assumed this solicitation will result in a small procurements that will not provide realistic opportunities for subcontracting, though multiple organizations may apply as a collaborative or partnership with an identified project lead. If, however, a Offeror 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 the Chesapeake Bay Trust under this funding opportunity unless the entity has provided its Unique Entity ID (UEI) number to the Trust. The federal government has transitioned from a DUNS (Dun & Bradstreet) number to a UEI.

**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 the Trust 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 and be subject to disclosure pursuant to the provisions of the Access to Public Records Act of the State Government Article of the Annotated Code of Maryland (the "Public Information Act"). Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential or proprietary information and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act.

6.2 **Expenses:** The Trust 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)). The Trust 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 the Trust, and may be subject to US EPA and WV DEP 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 $250,000). The Contractor(s) must comply with billing procedures as may be required by the Contract Officer and US EPA and WV DEP. 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 US EPA and WV DEP and Trust logos.