

Request for Qualifications
River Star Homes –
Residential Stormwater BMP Construction



July 25, 2019

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1. PURPOSE

The Elizabeth River Project is issuing this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from Contractors interested in serving as a Contractor to design and build residential Best Management practices (BMPs) including rain gardens and infiltration trenches in Norfolk, Chesapeake, Portsmouth and Virginia Beach.

The purpose of this RFQ is to solicit information that will enable The Elizabeth River Project to determine which Contractors are best qualified to successfully execute the designing and building of residential BMPs to meet grant and contract deliverables for the River Star Homes program. The most qualified Contractors will be invited to submit pricing proposals. This RFQ includes background information on The Elizabeth River Project, the River Star Homes program, a general scope of work for these projects, and procurement details including submittal requirements, selection criteria, and schedule.

2. INTRODUCTION

The Elizabeth River Project is a non-profit organization founded in 1993, with the mission to “restore the environmental quality of the Elizabeth River through government, business and citizen partnerships.” In 2011, the River Star Homes program was developed as the result of a several workshops with social marketing expert Doug Mackenzie-Mohr, with funding from a National Fish and Wildlife Foundation grant. The River Star Homes program incorporates some of the ideas from those sessions. Any homeowner in the Elizabeth River watershed is eligible to be a River Star Home, so long as they agree to 7 behavior changes that correlate directly to the health of the river -

1. Scoop the dog poop
2. Reduce lawn fertilizers
3. Only rain down the storm drain
4. No grease in your sink
5. Help geese migrate by not feeding them
6. Avoid single-use plastics
7. Don't flush medicines

Homeowners that take this pledge receive a yard flag to display to let their neighbors know they are an environmental steward. In the six years since its inception, over 5,000 homeowners have signed up to be River Star Homes in Norfolk, Chesapeake, Virginia Beach and Portsmouth. In 2014, the Elizabeth River Project began contracting with the City of Norfolk to provide cost share incentives to River Star Homes interested in doing more for their property such as river-friendly lawn makeovers, rain gardens and living shorelines. That initial contract has led to 5 years of contracting with the city of Norfolk, 4 years of contracting with the city of Chesapeake, and 1 year of contracting with the City of Virginia Beach. Each of these contracts provides matching funds for homeowners to implement residential BMPs, with the goal of reducing nitrogen, phosphorus and sediment levels in the River.

3.SCOPE OF WORK

This RFQ is being issued to solicit project specific Statements of Qualifications (SOQs) from Contractors qualified to design and construct residential rain gardens, infiltration trenches and dry wells at homes in the Elizabeth River watershed. The Elizabeth River Project encourages SWAM (Small, Woman and Minority Owned) Businesses to apply.

These infiltration practices improve water quality in the Elizabeth River by taking in and treating stormwater with native vegetation and underground water treatment layers. These practices provide important habitat and food for local songbirds and pollinators, while also converting areas of turf grass into beautiful, low-maintenance gardens or planting strips.

A general list of contractor responsibilities include:

- 1) Conduct site visits with the homeowners and Elizabeth River Project staff
- 2) Create infiltration practice design and cost estimate
- 3) Coordinate construction of the project with homeowner and Elizabeth River Project
- 4) Coordinate material acquisition and delivery, carry out construction and planting, report results to Elizabeth River Project
- 5) Take measurements of final project including square feet, depth, cubic ft. of each material used, plants used, drainage area (pervious and impervious)

The completed projects will be used by the city (Norfolk, Chesapeake, Portsmouth or Virginia Beach) to count towards the city's Total Maximum Daily Load (TMDL) goals and their MS4 permits. Each project will need to be re-verified by the Elizabeth River Project or City staff after 5 years to ensure the project is still functioning as a BMP. Final project reductions will be calculated by the Elizabeth River Project and reported to the City or funding agency.

4.PROCUREMENT PROCESS

The Elizabeth River Project will use a one-phase process for the selection of the project Contractor. The Elizabeth River Project intends to short list the highest-ranked Contractors based on Statements of Qualifications (SOQ) submitted in response to this RFQ. Only the short-listed Contractors will be asked for quotes to carry out specific projects as they arise.

4.1 Project Selection Committee

A Project Selection Committee will be appointed by The Elizabeth River Project to review and evaluate the SOQs.

4.2 The Elizabeth River Project Point of Contact

The Elizabeth River Project's sole Point of Contact (POC) for matters related to the RFQ shall be Barbara Gavin. All communications with the POC about the project or this RFQ shall be in writing. Contact information for The Elizabeth River Project POC is provided below.

Ms. Barbara Gavin
The Elizabeth River Project,
475 Water Street, Suite C103A
Portsmouth, Virginia 23704
bgavin@elizabethriver.org

The Elizabeth River Project disclaims the accuracy of information derived from any source other than the Elizabeth River Project POC, and the use of any such information is at the sole risk of the Contractor.

5.0 SELECTION CRITERIA AND PROJECT SCHEDULE

A Project Selection Committee will review the contractor qualifications. The evaluation of contractor qualifications will be based on the following considerations: Cover Letter, Experience with successful similar projects (50%), Qualifications of project team (30%), and Safety (20%).

The Elizabeth River Project reserves the right to reject any or all qualification submittals for any or no reason without stating the reasons.

5.1 COVER LETTER

Items to be included in/with the Cover Letter include:

- Official representative and point of contact for the Contractor relative to this RFQ. Identify such representative's title, address, phone and fax numbers, and email addresses. Letter should be signed by an authorized representative of the Contractor's organization.
- Copy of Contractors License and Proof of Insurance, or insurability.
- The Cover Letter should reference in the subject line: **River Star Homes Residential Stormwater BMP Construction**

5.2 EXPERIENCE WITH SIMILAR PROJECTS (50%)

Describe the firm's experience with construction of residential or commercial rain gardens or similar infiltration practices such as infiltration trenches or dry wells. Provide examples for up to three active or past projects that are similar to the rain garden projects being proposed for residential homes through the River Star Homes Program. For each project, please prepare a succinct project summary including the following information: project name, location, description, illustrations, plant sources, cost and reference contact information. Indicate if projects were completed on time and within budget. Indicate any cost control efficiencies achieved by the contractor.

5.3 Personnel/Firm Qualifications (30%)

Present a list of key staff who will work on this project, indicating years of construction experience and any relevant certifications held by key team members.

- Describe any potential conflicts of interest in conducting this project.
- Identify whether your firm is a licensed woman-owned business enterprise or minority business enterprise.
- Department of Professional and Occupational Regulation (DPOR) license details for any individual offering to practice professional services in Virginia as part of the proposed work. Such information shall include the name, address, registration type, registration number, and expiration date.
- Please indicate if your company is on the Federal Debarment List or listed in the Excluded Parties List System (EPLS).
- DPOR registration information for each office practicing or offering to practice any professional services in Virginia. Provide the business name, address, registration type, registration number, and expiration date.

5.4 Safety Record (20%)

Contractor shall provide sufficient information to enable The Elizabeth River Project to understand and evaluate the capability of the Contractor to provide a safe working environment for all individuals associated with the project, including the public. The Contractor and any proposed subcontractors shall provide a completed Safety Criteria Questionnaire (*provided in Attachment A*). The selected Contractor will be responsible for the health and safety of all workers under their control on the Project site.

5.5 Insurance Requirements

Contractor shall provide a Certificate of Insurance showing they maintain at all times during the term of this agreement, the following policies of insurance:

| Insurance Type | Minimum Coverage Required |
|--|--|
| Workers Compensation / Employers Liability | Statutory / *\$100,000/\$500,000/\$100,000 |
| Automobile Liability, Combined Single Limits | \$1,000,000 |
| Comprehensive General Liability | \$1,000,000 |
| Professional Liability, Combined Single Limits | \$1,000,000 |
| Umbrella/Excess Liability | \$2,000,000 |

*Employers Liability is in place in the event an Employee or Employee's family member sues the Employer for negligence. The required limits cover the following:

\$100,000 Bodily Injury by Accident – For each accident

\$500,000 Bodily Injury by Disease – Total policy limit

\$100,000 Bodily Injury by Disease – For each employee

The Contractor's General Liability insurance policy shall name the Elizabeth River Project, its staff and board members as additional insured. All policies of insurance shall be written by insurance companies licensed to conduct the business of insurance in Virginia.

5.6 Project Schedule

Please note that the schedule may change for any reason without notice. If contractor cannot meet the mobilization date listed below, please indicate an alternative mobilization date in your package of qualifications.

| | Activity | Date | Time Due |
|---|------------------------------------|--------------------|----------|
| 1 | Advertise RFQ | August 2, 2019 | |
| 2 | SOQs are due | August 23, 2019 | 5PM EST |
| 3 | Contractor short list notification | September 4, 2019 | |
| 4 | Notification(s) of award | September 16, 2019 | |

6.0 SOQ SUBMITTAL REQUIREMENTS

Contractors must submit one electronic PDF file by email by 5:00 p.m. on August 23, 2019 to The Elizabeth River Project, Barbara Gavin, at bgavin@elizabethriver.org. **Statement of Qualifications should not exceed 10 pages and failure meet this page limit may disqualify the Contractor from the evaluation process.**

Late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender.

All qualification submittals and documents submitted by the Contractor shall become the property of The Elizabeth River Project. The Elizabeth River Project shall have no obligation to compensate any Contractor for any costs or expenses associated with the preparation or submission of any, qualification submittal or in connection with any interviews or meetings with a Contractor.

Contractors are advised that The Elizabeth River Project reserves the right to conduct an independent investigation of any information, including prior experience, identified in an SOQ

by contacting project references, accessing public information, contacting independent parties, or any other means. The Elizabeth River Project further reserves the right to request additional information from a Contractor during the evaluation of the Contractor's SOQ. The Elizabeth River Project encourages SWAM (Small, Woman and Minority Owned) businesses to apply.

6.1 Submittal Documents

The Contractor is responsible for providing all requested information in the order specified in Section 5.0. Failure to do so may disqualify the Contractor from the evaluation process.

7.0 DISCLAIMER

This RFQ is not a contract document and may not be relied upon to determine contract rights. The Elizabeth River Project and Contractor selected by The Elizabeth River Project will enter into a Contractor Agreement to control the rights and obligations of the parties.

Agreement between _____ and The Elizabeth River Project
_____, 2019

This service agreement between **The Elizabeth River Project, 475 Water St. Suite C103A, Portsmouth, VA 23704,** (OWNER) a Virginia non-stock Corporation and _____
_____ (Contractor name and address)
(CONTRACTOR) is effective as of this ____ day of _____ 2019. The parties agree as follows:

- 1) **Retention** – The OWNER hereby retains the CONTRACTOR to perform agreed upon services as outlined in statement of Qualifications dated _____ for the River Star Homes program. See attached Statement of Qualifications.
- 2) **Duties** – Subject to the provisions of this agreement, the CONTRACTOR agrees to provide services related to the River Star Homes program in the areas of pollution prevention and sustainable landscaping. As part of these services, the CONTRACTOR will meet with OWNER staff to conduct site visits, coordinate project planning, carryout BMP implementation, and provide detailed invoicing of BMP cost, dimensions and materials.
- 3) **Payment** – This is a payment-per-project fee agreement. A brief PROPOSAL outlining cost of a project and general services to be provided will be presented to OWNER for written approval before commencement of project implementation. CONTRACTOR may suspend further performance until payments are current. OWNER shall notify CONTRACTOR of any disputed amount within 30 days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. PROPOSALS will be attached to this agreement. CONTRACTOR is expected to observe all conditions in this signed agreement while performing the services in said PROPOSAL.
- 4) **Responsibility for Others** – The CONTRACTOR shall be responsible to the OWNER for its Services and the services of its subcontractors. The CONTRACTOR agrees to comply with the Davis Bacon Wage Act requirements when it applies to projects performed on “public buildings or public works”. Both parties understand the Davis Bacon Wage Act does not apply to projects conducted on private, residential property.
- 5) **Insurance** – The CONTRACTOR agrees to maintain during the performance of the Services: (1) Workers’ Compensation Insurance of not less than Statutory requirements, and Employers Liability Insurance not less than \$100,000/\$500,000/\$100,000; (2) Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the OWNER, which includes staff and board members, as an additional insured on the CSL. (3) Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount of not less than one million dollars (\$1,000,000) combined single limits (CSL). (4) Professional

Liability Insurance for not less than one million dollars (\$1,000,000) combined single limits (CSL). (5) Umbrella or Excess Liability Insurance of not less than two million dollars (\$2,000,000). CONTRACTOR's insurance shall apply as primary insurance before any other insurance for claims resulting from the CONTRACTOR's operations/activity/work. CONTRACTOR should provide OWNER with proof of insurance prior to starting work.

- 6) **Documents** – Provided that the CONTRACTOR has been paid for the Services, the OWNER shall have the right to use the documents, maps, photographs and drawings resulting from the CONTRACTOR's efforts on the project. The OWNER may reuse any such materials on any extension of this project or any other project, without the CONTRACTOR's authorization; at the OWNER's own risk. The CONTRACTOR, in all printed documents for these projects, agrees to give appropriate credit to the OWNER.
- 7) **Regulatory Compliance** - CONTRACTOR certifies it is not (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency; (2) is not delinquent on any federal debt; (3) complies with the requirements of the Drug-Free Workplace Act Public Law 100-690 Title V, Subtitle D; (4) complies with the requirements of the Clean Air Act & Clean Water Act
- 8) **Terms of the Agreement** – The agreement shall be effective upon execution by the second signatory and be valid until September 30, 2020, however renewable based on performance of work.
- 9) **Termination of this Agreement** – The OWNER may terminate all or any portion of the Services for convenience, at its option, by sending written notice to the CONTRACTOR. Either party can terminate this agreement for cause if the other commits a material, uncured breach of this agreement or becomes insolvent.
- 10) **Entire Agreement** – The agreement sets forth the entire understanding of the OWNER and CONTRACTOR and supersedes all previous and contemporaneous written or oral negotiations, commitments, understandings and agreements relating to the subject matter contained herein.
- 11) **Assignment** – CONTRACTOR shall not assign its duties and obligations within this Agreement without prior consent of the OWNER.
- 12) **Venue** – In the event of any dispute between the parties of this Agreement, the venue for the dispute will first be sent to arbitration and if the dispute still cannot be resolved it will be referred to state court in the United States.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this agreement and agree to be bound accordingly.

The Elizabeth River Project

Contractor

Signature

Signature

Printed Name/Title

Printed Name/Title

Date of Signature

Date of Signature

Attachment A

Safety Criteria Questionnaire

**SAFETY, HEALTH & ENVIRONMENTAL
SUBCONTRACTOR SAFETY CRITERIA QUESTIONNAIRE**

| | |
|---------------|--------|
| Company Name: | Date: |
| Address: | |
| City: | State: |

List Service(s) to be provided:

1. Experience Modification Rates

a) List your firm's Experience Modification Rate (EMR) for the three (3) most recent years. (Information is available from your Workers' Compensation Insurance Carrier)

| Year | Interstate |
|------|------------|
| | |
| | |
| | |

b) If your organization does not have an EMR or your EMR is greater than 1.10, please explain why.

2. Please consolidate your firm's OSHA Form 300 injury and illness data for the last three (3) years and complete the following:

| | Data | Year | Year | Year |
|----|--|------|------|------|
| a) | Number of Lost Workday Cases (not days lost) | | | |
| b) | Number of Restricted Workday Cases (not restricted days) | | | |
| c) | Number of Medical Treatment Cases* (not including first aid) | | | |
| d) | Total Recordable Cases (a + b + c) | | | |
| e) | Total Corporate Hours Worked (hourly and salaried employees) | | | |
| f) | Recordable Case Frequency Rate (RCFR) ((d x 200,000) / e) | | | |

*Medical Treatment Case is a case in which an on-the-job injury requires *other* than first aid treatment (and is not considered a restricted or lost workday) as defined by the U.S. Bureau of Labor Statistics recordability criteria (i.e., prescribed medication, physical therapy - more than one visit, fractures, imbedded foreign body, etc.) First aid injury treatment cases are *not* required to be added to the OSHA Form 300 log

a) Does your organization have fewer than 10 employees? Yes No

Note: If you check Yes, you are required to only complete rows d) and e) in the above table.

3. List any fatalities your firm has had in the last three (3) years. Include location, cause, and corrective actions. (Attach supplemental information as required)

4. List any OSHA REPEAT, WILLFUL, or CRIMINAL citations your firm has had in the last three (3) years. Please describe. (Attach supplemental information as required)
