REQUEST FOR PROPOSALS

Professional Services For Site-Specific Brownfield Cleanup Project Former Condon Grade School

Funded by

United States Environmental Protection Agency Brownfield Program

Responses Due by:

July 7, 2025 5:00 PM PST

Port of Arlington Environmental Sentry Corp 100 Port Island Road / PO Box 279 Arlington, OR 97812

REQUEST FOR PROPOSALS

Environmental Remediation of the Former Condon Grade School

to be performed for Port of Arlington Environmental Sentry Corp (Sentry)

Proposal Due Date: July 7, 2025

Sentry reserves the right to reject in whole or in part any and all bids and proposals.

RFP Review: This RFP may be accessed online at www.PortofArlington.com. See also anticipated schedule at the end of the proposal.

RFP Issuance June 5, 2025

Deadline for Questions June 18, 2025 5:00 PM PDT

Proposals Due July 7, 2025 5:00 PM PDT

Email Proposals to: jed.crowther@portofarlington.com (one file in pdf format)

Contacts and Inquiries

Questions or comments regarding this RFP must be put in writing and emailed to jed.crowther@portofarlington.com no later than June 18, 2025 at 5:00 PM PDT. Please put "Condon Brownfields RFP – 2025-01" in subject line. Answers will be posted online in the same location as the RFP. Questions or comments received after 5:00 PM PDT June 18, 2025 will not be considered or answered.

1. Introduction

Sentry, an Oregon nonprofit corporation, has been awarded a FY24 U.S. Environmental Protection Agency (EPA) Cleanup Grant (Grant) and is initiating this Request for Proposal (RFP) to solicit proposals from licensed and qualified firms interested in supporting implementation services related to the Grant. The purpose of this project is to remediate the former Condon Grade School (Property) located at 220 South East Street, Condon, Oregon, 97823. It comprises approximately 3.16 acres in Gilliam County tax lots 04S21E10DB-01400 and 04S21E10DB-01500. According to the County, the Property is currently zoned as P (Public Facility). The school building is approximately 45,300 square feet in size and includes a covered and heated recreation area, referred to as the play shed. The Site has been vacant since the end of the 2021–2022 school year and in April 2023, the Property was deeded from the City to Sentry for the purpose of managing its cleanup and redevelopment.

HBM surveys were conducted at the Property in January and March 2022 and October 2023 by accredited building inspectors in general accordance with ASTM International Standard ASTM E1903-19 and summarized in a November 2023 Assessment of Brownfield Cleanup Alternatives report (see attached). The surveys identified asbestos-containing materials (ACM), lead-based paint (LBP), and other HBM (e.g., fixtures containing mercury or polychlorinated biphenyls [PCBs], such as thermostats and lights) in the buildings at the Property.

Due to the age of the building and the building's continual use as a school for just over 100 years, portions of the building are in poor condition, including finish materials that contain asbestos or lead (e.g., floor or ceiling tiles, exposed mastic, HVAC duct tape, cracked or chipping paint) and structural damages. Additionally, a 2022 structural survey confirmed that structural repairs and seismic upgrades will be required in the building for safe reuse or renovation.

2. Scope of Work

Port of Arlington Environmental Sentry Corp (Sentry) requests proposals to conduct professional services including environmental remediation at the Property in accordance with all applicable federal, state and local regulations including, but not limited to 2 CFR § Parts 200,1500, 40 CFR 33. Small, women, minority, and veteran-owned business enterprises (SWMBE) are invited to apply.

Based on prior environmental studies performed, a sufficient level of site characterization from environmental site assessments have been completed for remediation work to begin at the Property and Sentry anticipates work to begin this summer.

All anticipated and future work performed by the selected contractor will comply with EPA grant terms and conditions. Sentry prefers to award a contract to one full-service firm to serve as a partner in achieving the goals within its Grant's Cooperative Agreement and Workplan. The selected contractor will assume responsibility for all services offered in the proposal including services provided by subcontractors. Sentry will consider the selected contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges. The selected contractor will assist the Project in executing the workplan and removal of the materials identified in the HBM as well as necessary closeout activities and documentation required by state agencies and/or per the grant terms.

The selected contractor will be responsible for project activities, including, but not limited to:

- Coordinate all activities with Sentry.
- Serve as Qualified Environmental Professional (QEP) as defined in 40 CFR § 312.10.
- Create a site-specific Community Involvement Plan, as per EPA standards.
- Conduct environmental cleanup and follow all state and federal environmental regulations.
- Provide progress reports and results, as per EPA standards 2 CFR § 200.329.
- Perform community outreach to inform remediation activities and eventual redevelopment.
- Update an Analysis of Brownfield Cleanup Alternatives (ABCA) as per EPA standards.
- Develop a Quality Management Plan as defined in 2 CFR § 1500.12.
- Develop a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12.
- Establish an Administrative Record including ABCA, site investigation reports, cleanup plan, cleanup standards used, responses to public comment, and completed cleanup verification.

3. Proposal Form and Content

Proposals shall be prepared with clear, concise descriptions of proposer's abilities to satisfy stated requirements, with emphasis on completeness and clarity. The proposal must demonstrate relevant experience with environmental cleanup or adequate preparation and training to perform the tasks.

In addition, a Personal Services Contract and Cost Schedule shall be provided separately. Submissions shall not exceed 15 pages, not including resumes. Submissions shall be submitted electronically in pdf format and emailed to: Jed-Crowther@PortofArlington.com. Late submission will not be open or considered. Sentry will not be liable for any costs incurred by the applicant associated with the preparation of a proposal submitted in response to this RFP. All submissions shall become the sole and exclusive property of Sentry. Proposers shall not copyright, or cause to be copyrighted, any portion of their submission. Within the bounds of the Oregon public records law, Sentry will maintain the confidentiality of submissions at least until preliminary selection of a contractor. Any proprietary financial information or other information which Proposers submit will be maintained as confidential as allowed by Oregon public records law. Submissions or information the Proposer would like to remain confidential must be marked confidential.

Proposers must be appropriately registered and/or licensed to perform the work outlined in Oregon. The selected Proposer will be required to comply with all applicable state and federal laws, regulations, policies, guidelines and requirements.

All proposals become the property of Sentry and will not be returned.

Disadvantaged Business Enterprise (DBE) Goals: While DBE reporting is suspended, per 40 CFR 33, please state firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certifications must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as a part of the response. If subcontracted services were solicited as a part of the response, describe and document the firm's compliance with 40 CFR 33. Attach a completed US EPA Form 6100-3 and 6100-4, as applicable.

Additionally, the selected contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The selected contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Recipients are required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement as per 40 CFR 33.301.

Proposals shall include the following:

- 1. Cover Letter: All proposals must include a cover letter signed by a duly authorized official. The cover letter MUST contain the following statements and information:
 - a. "This proposal may be released in total as public information in accordance with the requirements of the laws covering the same."
 - b. "This proposal and cost schedule shall be valid and binding for SIXTY (60) days."
 - c. Name (and company name, if applicable), address, telephone number, and e-mail address of the individual or firm submitting the proposal and authorized by the firm.
 - d. Proposer's Federal and State Taxpayer Identification Number.
- 2. Experience and Capacity: A statement of interest and demonstrated understanding.
 - a. Organization:
 - i) Describe your organization, including date founded and ownership.
 - ii) Describe experience and/or preparation of firm to provide environmental services.
 - iii) Describe the firm's project management and reporting functions.
 - iv) Identify community outreach capabilities and resources.
 - b. Personnel & Projects:
 - i) Provide the name(s) of key personnel who would be directly involved in providing services to Sentry including resumés. Describe their relationship in the firm, the role they would play, their experience and years of service with the firm.
 - ii) Identify the primary contact person responsible to Sentry.
 - iii) Provide a description of current relevant project experience.
 - c. References: List at least three (3) references for whom similar work was performed, including the name of the organization, date work was performed, name of contact person responsible for the service you performed, address and telephone number.
 - d. Progress Reports: Describe Progress Reports you will provide and enclose examples.

- e. Proposed Approach: An outline for developing and completing the scope of work.
- f. Cost Schedule: Proposer's Cost Schedule shall be submitted together with the Proposal, but in one (1) separate attachment, submitted electronically. All costs are to be covered: 1) Project Management and Reporting; 2) Community Engagement; 3) Cleanup Planning; 4) Site Cleanup. Include proposed payment terms for services rendered.

All questions regarding this solicitation shall be directed to:

Port of Arlington Environmental Sentry Corp Jed Crowther, Executive Director 100 Port Island Road / PO Box 279

Arlington, OR 97812 Phone: (541) 705-2004

Email: <u>Jed.Crowther@PortofArlington.com</u>

Any costs incurred by the respondents in preparation of any information or material submitted in response to the RFP shall be borne solely by the respondents.

4. Evaluation Criteria, Selection Process and Timeline

Sentry will consider the completeness of the proposal and how well the proposal meets the needs of Sentry. Each proposal will be evaluated against the factors below:

CRITERIA	Points
Cover Letter	5%
Experience – Demonstrated experience in addressing contaminated properties	25%
Execution – Demonstrated experience in successfully completing tasks/projects, meeting timelines, scope and budget demands	20%
Collaboration – Demonstrated experience in effectively engaging with community members and federal and state agencies	10%
Capacity – Experience and capacity of project team/personnel	10%
Cost – Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services (2 CFR 200.404)	25%
References	5%
Submittal Score TOTALS	100%

The Executive Director and Business and Operations Manager will evaluate each proposal and report to the Sentry Board with a recommendation. The Board shall review and determine the final selection. Sentry reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals.

The tentative schedule for the selection process and performance of work is as follows:

- Proposal Due Date: July 7, 2025.
- Intent to Award: by August 15, 2025.
- Work completed no later than: September 30, 2026.

5. Contract

Sentry expects the successful Proposer to execute a Service Agreement for a contract period not to exceed eighteen (18) months; and enter into a contract within 14 days of being notified of an award. The contract will define the extent of services to be performed, methods, and compensation.

6. GENERAL REQUIREMENTS/INFORMATION

- **1. Certification of Compliance:** By submitting a Proposal, proposers certify compliance with Oregon tax laws in accordance with ORS 305.385.
- 2. Proposal rejection, acceptance and waiver: Sentry reserves the right, in its sole discretion, to reject any or all Proposals for any reason. Sentry shall not be required to award or accept any Proposal and may, in its sole discretion, and at any time, choose to cancel the Request for Proposals. Sentry is not liable to any proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, proposal or award. Sentry reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material. Sentry may accept the Proposal as submitted or may negotiate modifications with one or more Proposers before making a final selection. Sentry has the right, in its sole discretion, to accept the proposal it considers most favorable to Sentry's interest and the right to waive minor irregularities in procedure. Sentry also reserves the right to waive any informality in connection with said proposal or postpone or cancel the award of contract. Sentry encourages small, minority, and/or women-owned businesses to submit qualifications.
- **3. Pre-offer conference:** Sentry will not hold a pre-offer conference in connection with this solicitation.
- **4. Pre-qualification:** Pre-qualification applications are not invited in connection with this solicitation.
- **5.Acknowledgements**: By submitting a proposal to provide and perform services sought by Sentry, each firm:
 - a) Represents and acknowledges the proposer has examined and is familiar with this RFP and all its specifications and requirements;
 - b) Represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications;
 - c) Acknowledges that neither Sentry nor any agent or representative of Sentry have made any representation or promise on which the proposer has relied regarding the services covered by this RFP, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.

Additional Requirements: The selected contractor must comply with all applicable federal regulations regarding equal employment opportunity (EEO), debarment and suspension (2 CFR 180), and conflict of interest (2 CFR 200.318) provisions. Additionally, the firm must ensure compliance with the EPA's debarment regulations and must not have any individuals or entities listed on the Excluded Parties List System (EPLS).

NON-PERFORMANCE

As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:

- 1. Sentry reduction or withholding payment under the resulting contract;
- 2. Sentry's right to require the awarded contractor to perform, at the awarded contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
- 3. Sentry's rights, which Sentry may assert individually or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

Sentry Questions

Sentry may require clarification on a Proposal. Any necessary clarifications or modifications which are in the best interest of Sentry may be made before Sentry determines which Proposer has submitted the most responsive and responsible proposal, and some or all of the clarifications or modifications may become part of a final contract.

Protests

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or term contained in the RFP. Potential Proposers may submit questions, protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the RFP contact by email only and no later than seven (7) calendar days prior to the Proposal submission deadline. Sentry will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or terms. Sentry will resolve all timely submitted protests in accordance with Sentry's policies. Sentry will address all timely submitted requests for change within a reasonable time following Sentry's receipt of the request, and once addressed will promptly issue a written decision on the request to the Proposer who submitted the request. Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection and the reason for the protest, per ORS 279B.410 to the RFP contact within seven (7) calendar days after the date of the selection notice. Sentry will not consider any protest submitted after this submission deadline. Sentry will consider and respond in writing to a protest in a timely manner. All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. Sentry shall not be liable for the Proposer's damages or costs for filing the protest, on any basis, express or implied.

Public Records

This RFP and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by Sentry and made a part of Sentry's records. Proposals shall be opened to public inspection in accordance with ORS 279B.060(6). If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.311 et seq., the Proposer must clearly designate the portions of its Proposal that the Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Sentry Attorney's application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for disclosure of that information.