



THE CITY OF
BENICIA
CALIFORNIA

REQUEST FOR QUALIFICATIONS

FOR PROJECT MANAGEMENT AND LEGAL SERVICES

FOR THE BENICIA ARSENAL INVESTIGATION AND CLEANUP PROJECT

October 25, 2010

Important Dates:

Proposal Due Date: November 4, 2010

Selection Interviews: November 10, 2010

Award of Agreement: On or before December 7, 2010

Project Agreement Start Date: ASAP after award of agreement

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I. INTRODUCTION

The City of Benicia ("City") is requesting qualifications and brief proposals from qualified organizations to assist the City in the Benicia Arsenal Investigation and Cleanup Project.

BACKGROUND.

The City of Benicia is a general law city located in Solano County. The former Benicia Arsenal is a former United States Army site dated back to 1849 that was closed in the 1960's. The former Benicia Arsenal, including the Lower Arsenal, has been recognized at the state and federal level for its historic significance. The Benicia Arsenal is both a California State Historic Landmark and a National Register District, with over 30 protected historic resources, including the Powder Magazine, Clocktower, and Commanding Officer's Quarters, among others. At its largest, the Benicia Arsenal was over 2700 acres.

A legacy of the 150 plus years of Army use is the contamination and ordnance remaining in parts of the former Arsenal. For example, the Records Research Report documents that the City-owned Clocktower Fortress, in 1912, was ravaged by fire that collapsed two upper floors onto the ground floor where were stored 75,000 rounds of highly explosive .30 caliber munitions, which then ignited causing explosions that were felt all over town and that further caused the collapse of the building's north wall and tower. Subsequent to the closure of the Arsenal, the City of Benicia obtained title to most of the land that had been owned by the Army. Shortly thereafter, the City traded much of the land to Benicia Industries.

Some investigation and remediation work has been done on the former Benicia Arsenal. The Tourtelot Cleanup Project won awards for the work done on a portion of land that the Army had leased. In that case the developer funded the work and then sued the United States to recover its costs. The Tourtelot land is now used for residences and open space (the area most likely to contain unexploded ordnance or munitions of explosive of concern). Other parts of the Arsenal have also had some work. A preliminary risk/hazards assessment was done in 1993 for the former Benicia Arsenal by the Army Corps of Engineers (Army Corps). Under the Formerly Used Defense Sites (FUDS) Program, the Benicia Arsenal FUDS Restoration Project (Arsenal FUDS Project) became a cleanup project conducted by the Army Corps, for suspected and unknown hazards, including munitions and explosives of concern (MEC), and hazardous, toxic, and radioactive wastes (HTRW), including chemical warfare material (CWM), contaminants and pollutants, as documented by the Army Corps' Archive Search Report -1994 and Supplement-1997 and also the Records Research Report of 1998 (RRR). The Records Research Report identified 383 specific sites for investigation and six new sites were identified as a result of a subsequent investigation, for a total of 389 sites evaluated for the Army Corps' Preliminary Assessment Report of March 2004. Some remediation work was done but the California Department of Toxic Substances Control ("DTSC") does not agree that the site characterization and remediation is complete. DTSC has sent letters to several property owners, including the City, and the Army Corps of Engineers inviting them to a meeting. At the meeting DTSC requested that a voluntary consent agreement be entered. If not, an Imminent and Substantial Endangerment Letter may be issued.

PURPOSE OF THE REQUEST.

The City desires to obtain the services of an outside firm to:

- Successfully negotiate, to the extent feasible, a voluntary agreement among the U.S. Army, DTSC, City of Benicia, and property owners for characterization and standards for clean up and implementations;
- To provide project management services as well as legal advice to help the City navigate this process.

The City desires a cost effective solution that will bring certainty to the property owners and minimize the expense the City and other property owners have to incur. Most of the land in question is being currently used for commercial and industrial uses. The City has a draft "Lower Arsenal Mixed Use Plan" that proposes some residential use. The City is looking for an individual, team or collaboration with a solid success record in solving similar cleanup issues involving former military bases and public participation. The City is interested in the most efficient, timely and effective process to avoid any harm to ongoing economic activity and enable future economic development in conjunction with finding funding sources (preferably federal) so that the City and the property owners do not have to pay for the investigation and cleanup. It is anticipated that the successful proposer will enter into a performance-based agreement with the City so that payment is based on achieving results. Written monthly reports of consultant time and expenses are required as well as measurable goals for each month. The City will not pay for "double charging" (i.e. where other clients are billed for the same work). The successful consultant will be expected to work closely with the City Attorney and other City staff to maximize efficiencies and effectiveness.

You may present your qualifications and proposal based on project management services, legal services or both.

II. SCOPE OF SERVICES

The proposer is asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this Request for Qualifications ("RFQ"). The proposer should include a refined scope of work by developing a detailed description of all project tasks, both those suggested in this RFQ and any changes, additions or recommendations proposed.

Deliverables.

The City strives to put as much information as possible on its website. Any documents provided as part of the work should be in a format that allows easy viewing on a computer. One unbound copy of each final document and a computer disk containing all final documents and all information are to be provided. At the outset of the agreement, the consultant will submit a description of the software to be used in preparation of the reports and graphics. The City currently uses Word for word processing and Excel for spreadsheets and graphs. Unless pre-approved by City, the final documents shall be provided in Microsoft Word and Microsoft Excel at a minimum.

III. PROPOSAL FORMAT

Fancy brochures and material are not required for the response to this proposal. Attention should be paid to the content of the proposal. All proposals shall include the following minimum information:

APPROACH.

A short discussion of the intended approach to the project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

DESCRIPTION OF ORGANIZATION, MANAGEMENT AND TEAM MEMBERS.

A description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job.

ORGANIZATION QUALIFICATIONS.

Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project, should also be provided. Include the staff resources devoted to those projects and the status of the projects.

SCOPE OF WORK.

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

PROPOSED PROJECT SCHEDULE.

Time is of the essence for this agreement. The proposal shall include a schedule to undertake the work program. The project is anticipated to start by [date] and be completed by [date].

PROPOSED BUDGET.

Indicate the costs and hours for the total project, on a [task-by-task basis, a lump sum basis, or other alternative billing methods and on a subconsultant basis, inclusive of reimbursables. Prices quoted must be binding for a minimum of [one year from the start of the project.

REFERENCES, RELATED EXPERIENCE AND EXAMPLES OF WORK.

Provide at least (3 or pick another number) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and role on

team [principal, project director, etc.], type of work, implementation results or status, examples of work, and other relevant information as needed.

IV. SELECTION PROCESS

QUALIFICATIONS.

All proposals received by the due date will be evaluated by the City. Only information which is received in response to the RFP or any subsequent interview will be evaluated. The City will judge the responses of each proposing firm in several critical areas. Selected proposers may be invited to an oral interview.

SELECTION CRITERIA.

The City will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Proven record of successfully negotiating agreements, orders, and cleanup with the state DTSC and federal U.S. Army, city or county and property owners
2. Ability of the Lead Consultant to Design an Approach and Work Plan to Meet the Project Requirement, including a public process especially for the businesses and property owners potentially affected by DTSC enforceable actions.

An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Services into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

3. Ability of the Proposer to Carry Out and Manage the Proposed Project.

An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.

4. Capabilities of the Consultant Organization and/or Team.

Assessment of the capabilities of the organization and individuals that will be engaged in the project. Qualities and indicators that will receive consideration include the individual professionals who will be working on each task; the various professional, technical, and educational achievements and registration/licenses of each organization and individuals involved; the applicable experience of the proposed assigned staff; and the specific experience gained on similar projects.

5. Current Workload of the Consultant Organization and/or Team.

An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Qualities and indicators that will receive consideration include the number and size of the projects presently being performed by each organization and the assigned staff; the status of existing projects; the past ability of the organization to deliver projects on a timely basis; and the nature of the existing projects that are behind schedule or past the completion date.

6. The Proposer and/or Team's Proximity to the Project

An assessment of the geographic proximity to the project; the location of the office from which the proposed project will be administered; the perceived response time and general availability of the proposer's management to be on site; the perceived effect that project management location will have on price and the ability of the project to be completed on a timely basis; and the availability of special travel or communication plans which would effectively mitigate difficulties associated with location.

7. Willingness to Comply with the Proposed Agreement Terms.

A sample agreement is attached. Proposals will be rated based on the exceptions taken to the proposed agreement.

8. Cost of Proposal.

Cost, while not determinative, may be considered in the selection process.

V. PROPOSAL DUE DATE, DELIVERY AND AWARD

PROPOSED SELECTION AND PROJECT SCHEDULE.

Tentative Selection Interviews Date: November 10, 2010

Agreement Approval Date: On or before December 7, 2010

Project Agreement Start Date: ASAP after award of agreement

DELIVERY.

3 sealed copies of the proposal, clearly marked with the project description, should be submitted no later than:

5:00 p.m. on November 4, 2010

to the address below. All copies received by that time will be date and time stamped. Proposals will not be accepted after this time. Proposals should be addressed to:

Heather C. Mc Laughlin, City Attorney
City of Benicia
250 East L Street
Benicia, CA 94510

Emailed proposals will be accepted but proposers are urged to contact the office to make sure their proposal was received. Hand carried proposals will be accepted at the above address.

AWARD OF CONTRACT.

It is anticipated that any award of an agreement for services will be made initially by the City Attorney. Continued services will require approval by the City Council. As noted above, it is anticipated that an award of an agreement will be done on or before December 7, 2010.

VI. CONDITIONS OF REQUEST

GENERAL CONDITIONS.

The City reserves the right to cancel or reject all or a portion or portions of the Request for Proposal without notice. Further, the City makes no representations that any agreement will be awarded to any organization submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto.

The City also reserves the right to reject any subconsultant or individual working on a consultant team and to replace the subconsultant or individual with a mutually acceptable replacement.

Any changes to the proposal requirements will be made by written addendum.

LIABILITY OF COSTS AND RESPONSIBILITY.

The City shall not be liable for any costs incurred in response to this Request for Proposal. All costs shall be borne by the person or organization responding to the request. The person or organization responding to the request shall hold the City harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or organization. All submitted material becomes the property of the City of Benicia.

The selected lead consultant will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected lead

consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

PUBLIC NATURE OF PROPOSAL MATERIAL.

Responses to this Request for Proposal become the exclusive property of the City. At such times as a formal recommendation to award an agreement to one proposer is made to the awarding authority, all submittals received in response to this Request for Proposal become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the California Public Records Act. Any submittal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

VALIDITY.

The proposer agrees to be bound by its proposal for a period of ninety (90) days commencing from the date proposals are due, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified.

STANDARD AGREEMENT.

Sample agreements have been provided as Appendix A and B for the proposer's review and comment. If a proposer wishes to take exception to any of the terms and conditions contained in the consultant agreement, these should be identified specifically; otherwise, it will be assumed that the proposer is willing to enter into the agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The agreement will not be executed by the City without first being signed by the proposer.

PERMITS AND LICENSES.

Proposer, and all of proposer's subconsultants, at its and/or their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses

including, but not limited to, a City Business License, which will be required in connection with the performance of services hereunder.

ORAL AND WRITTEN EXPLANATIONS.

The City will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding only when confirmed in writing by an authorized City official. Written responses to question(s) asked by one proposer will be provided to all proposers who received this Request for Proposal.

PROPOSER'S REPRESENTATIVE.

The person signing the proposal must be a legal representative of the firm authorized to bind the firm to an agreement in the event of the award.

INSURANCE.

General liability, automobile, professional liability, and workers' compensation insurance are required in the amount set forth in the attached sample agreements.

VII. AVAILABILITY OF DOCUMENTS

Copies of related information are available on the City's website <http://www.ci.benicia.ca.us/arsenal> . Recent reports to the City Council and the minutes and recordings of the meetings are available on the City's website under City Council. The City Council considered this item on 11/17/09, 2/2/10, 9/21/10, 10/5/10, and 10/12/10.

Appendices:

- A. Consulting Agreement
- B. Policy Guide for Legal Services and Legal Services Agreement