



**Friends of The Boat School
Marine Trades Development Corporation
d/b/a Maine Marine Technology Center
16 Deep Cove Road, PO Box 16
Eastport ME, 04631
info@theboatschool.org**

Request for Proposals

**Qualified Environmental Professional Services
Brownfields Clean-up Program**

March 8, 2024

To All Interested Parties:

I. INTRODUCTION

The Friends of The Boat School Marine Trades Development Corporation, hereinafter referred to as FOTBSMTDC, has received US EPA Brownfields Cleanup Grant Number 00A01167 (\$675,000). The Cooperative Agreement period is October 1, 2023 – September 30, 2027. FOTBSMTDC, a nonprofit corporation, is seeking proposals from Qualified Environmental Professionals (QEP) to oversee the Brownfields Cleanup of the Maine Marine Technology Center, aka The Boat School.

To be considered, your proposal must be received no later than **Tuesday, May 7, 2024**. Please direct your proposals electronically to:

Project Manager
info@theboatschool.org

Attached is the FOTBSMTDC grant application, which includes the initial project budget estimate. It is understood that costs can be expected to differ from this budget due to inflationary and other factors; note that, in addition to the EPA Brownfields Cleanup Grant award, FOTBSMTDC has access to funding from state, regional, and local sources to accommodate project cost increases.

2. SITE TOUR AND QUESTIONS

A. A site tour will be held on **Tuesday, March 26, 2024 at 1:00PM at 16 Deep Cove Road Eastport ME**. While not mandatory, attendance is strongly encouraged. Please

RSVP to info@theboatschool.org. Notice of cancellation due to inclement weather will be posted on our website theboatschool.org Brownfields tab 24 hours in advance.

B. Written questions about this RFP, the project and QEP requirements will be accepted until **5:00PM, Tuesday, April 9, 2024**. A written summary of questions received and the relevant answers will be posted on our website. Questions must be submitted in writing and should be electronically mailed to: info@theboatschool.org

C. After the deadline for proposal submission, all proposals will be reviewed and evaluated by a Selection Committee designated by the FOTBSMTDC board of directors. Additional information may be requested of prospective consultants. The Committee may conduct interviews as part of the selection process. The QEP will be selected by FOTBSMTDC pursuant to this review process and a contract will be negotiated with the QEP in accordance with the scope of work and terms and conditions presented herein. FOTBSMTDC reserves the right to reject any/or all proposals, parts thereof, and/or waive any informalities thereon and/or to further make modifications as it deems in the best interest of the FOTBSMTDC.

3. OPERATIONAL HISTORY AND CURRENT USES:

The Site was originally owned by the Lyons family and in 1924, was granted to the City of Eastport for use as a park. However, in 1942 as a result of the war, the Navy began developing the Site as a seaplane base. Construction of the base was reportedly never completed and the Site was converted to a Pearl essence manufacturing facility in 1967. The Paispearl Products Company manufactured synthetic pearl essence at the property until the early 1970s. The State of Maine Department of Education acquired the property in 1977, at which time it began operating as the Washington County Technical College Marine Trades Center. The Site continued to function as a marine trades center and boat building school for approximately 30 years. During that time, ownership of the facility changed from the Maine Technical College System (1977-2002) to the Maine Community College System (2002-2008) and then eventually to the City of Eastport (2008-2011). The Boat School facility was closed in 2011 when the majority of the property was conveyed to First Perry Realty, LLC, of Freeport, Maine. After acquiring the property, First Realty worked with the MEDEP Voluntary Response Action Program (VRAP) to subdivide the historical property into multiple lots. As part of this process 8.4 acres, including the facility's three buildings, were donated to Friends of the Boat School. The Boat School Site has been closed to the public since that time.

The Site, now known as the Maine Marine Technology Center (MMTC) campus, is located at 16 Deep Cove Road, Eastport, Maine, and is identified on the City Tax maps as I4-0A5-01. The Site includes 3 industrial-style buildings:

- Building #1, Known as The Boat School (100'x210'): Classrooms, offices, shops, and large open bays with overhead doors housed a post-secondary educational institution. Programs of instruction in the marine trades included wooden and composite boatbuilding, marine mechanics, and marine and industrial coatings.
- Building #2, Known as the Harborhood Community Center (60'x100'): Large, multipurpose room hosting community and civic events, administrative offices, and marine library.

- Building #3, Deep Cove Marine Science Station (50'x100'): Known as the BioLab, this includes wet and dry labs, a large open bay with overhead door, and mezzanine offices.

4. ENVIRONMENTAL CONCERNS:

An August 2020 Hazardous Materials Assessment Report identified asbestos-containing materials (ACM) in all 3 buildings, including approximately 3,561 sq.ft. of floor tile adhesive, 544 ft. of mudded pipe fitting insulation, and 650 sq.ft. of roofing material. All buildings had Universal Waste and potentially hazardous materials – over 2,000 fluorescent light tubes, approx. 1,092 light ballasts with possible PCBs, mercury-containing thermostats, and miscellaneous stored chemicals (paints, solvents, petroleum products).

Inhabiting or using the facility poses risks to human health, and Brownfields cleanup is imperative to MMTC's redevelopment, which stands to add significant economic and community benefit to Washington County. The goal of the project to be funded by this Cooperative Agreement is to remove the hazardous materials in the three buildings which will complete the remediation of the subject brownfield property and will facilitate the property's redevelopment.

5. SCOPE OF WORK:

The selected QEP will be expected to perform the following work:

A. Evaluate the environmental reports to date, specifically focusing on the completeness of the reporting to determine any data gaps that may be present in the assessment of site conditions, and ensure that the information is up to date with the latest EPA or DEP regulations.

B Prepare all necessary reports and other submissions required by the State of Maine Voluntary Response Action Program (VRAP), complete the requirements of the VRAP program for the State of Maine, and coordinate with FOTBSMTDC, Maine DEP/VRAP and EPA personnel. Prepare all documents necessary for the Analysis of Brownfields Cleanup Alternatives (ABCA), the Health and Safety Plan and the Site Specific Quality Assurance Project Plan (QAPP) for submission to FOTBSMTDC and to the State DEP and EPA for review and approval.

C. Conduct a total of three 2 hour public meetings, providing no more than four pages of written project descriptions suitable for informing the public to explain the remediation process and the clean-up alternatives and redevelopment plans as necessary to meet EPA and ME DEP regulations.

D. Develop a complete bid package for the procurement of a clean-up contractor using standard EJCDC Contract Documents. The bid package must contain the detailed project cleanup scope of work, full plans & specifications, and terms & conditions to ensure that the project complies with all applicable and relevant federal, state, and local rules, regulations, and policies, and all terms and conditions of the Cooperative Agreement between EPA and FOTBSMTDC. Provide the draft bid package and solicit the bid

package in accordance with all applicable rules and regulations governing fair and open competition.

E. Work with FOTBSMTDC through the process of soliciting bids, reviewing bids, making appropriate recommendations to FOTBSMTDC with regards to the bids, selecting the contractor, and executing the necessary contract documents.

F. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>.

G. Direct and oversee the clean-up, conduct the necessary contract management, and document cleanup activities. Conduct all necessary site inspections and sampling to comply with the MEDEP VRAP program and all other applicable and relevant rules and policies.

H. Once the site is cleaned-up, prepare a remedial action report outlining the remedial activities conducted at the site including a description of any samples collected and the analytical results.

I. Prepare ME DEP and or EPA required cleanup completion/closeout documents, financial documentation necessary for grant payments, other required documentation including Uniform Environmental Covenant (UECA) if needed and obtain ME DEP Certificate of Completion and VRAP when completed.

J. Meet as necessary with FOTBSMTDC to report progress.

K. Prepare and submit all required State/Federal Reports to the appropriate authority and enter the data into ACRES.

L. Other duties specific to QEP services for Brownfields work as described under State/Federal Law.

6. SUBMISSION REQUIREMENTS

Your proposal shall include, but is not limited to, the following:

A. Cover Letter

The cover should include a letter on your company letterhead addressing the proposal format. The letter should be signed by an officer of the firm authorized to

bind the firm to all comments made in the proposal and shall include the name, address and phone number of the person(s) to contact who will be authorized to represent your firm.

B. Qualifications and Experience

Provide a description of the overall history and qualifications of your firm's background, experience and capabilities to perform the Scope of Work. Please include similar information on any proposed subcontractors.

C. Organizational Profile

Provide a summary of all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge, the Project Manager and other key personnel. Provide personal resumes illustrating the experience and background of key personnel who will be assigned to the project.

D. Staffing and Resource Availability

Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.

E. Experience and Representative Projects

List representative examples of related work you have performed for other public entities over the past five (5) years which illustrates your firm's role and experience in providing the services required.

F. Proposed Project Approach and Schedule

Provide a written proposed project approach which should demonstrate an understanding of the project objectives and the procedures and standards that will be used to achieve these objectives. The objectives should include not only achieving the goals of the remedial cleanup, but also maintaining compliance with all programmatic and contractual obligations, including the Cooperative Agreement and all federal, state and local rules and regulations. The description of cleanup objectives shall include the method of coordinating with the site manager and clean-up contractor, and regulatory agencies, the frequency of site reports, inspections, samples of building materials and environmental media, etc. to ensure compliance. Provide a project timeline that includes the sequence of major tasks and the estimated numbers of days on site to conduct or oversee the work.

G. References

Provide at least three (3) and no more than five (5) references for similar work your firm has performed. Include a brief description of the project location and scope and the name of the person, their position, and the phone number and email address where the reference may be reached.

H. Fee Statement

The fee statement shall provide a schedule of the fees on an hourly basis for each of the key personnel and subcontractors as well as a schedule of other basic costs,

should additional services be necessary. No contracts shall be awarded wherein the fee is stated as a percentage of the project cost.

Provide a budget for your submitted proposal. Your proposed fee should be broken out by task based on the proposed scope of work and include an estimate of total personnel hours and associated fees for each task. FOTBSMTDC recognizes that it may be difficult for proposers to develop an accurate budget given the open-ended parameters of this proposal. In light of this concern, proposers should be aware that FOTBSMTDC may negotiate the scope of work of the contract with the selected QEP, as well as its terms and conditions, to “fit” the FOTBSMTDC's needs and priorities.

7. CONTRACT REQUIREMENTS

The tasks Outlined in this RFP will be funded through a United States Environmental Protection Agency Brownfields Clean-Up Grant pursuant to the Cooperative Agreement between US EPA and FOTBSMTDC. Therefore, the QEP must comply with all applicable Federal and State regulations. QEPs are advised to review the rules prior to submission of a proposal and to take particular note of EPA Cooperative Agreement Requirements. The selected QEP will be required to comply with all Administrative Conditions and Programmatic Conditions specified in the Cooperative Agreement and in all other EPA rules, regulations and policies, and all other cross-cutting rules, regulations and policies. A full copy of the Cooperative Agreement is available upon request.

8. SELECTION CRITERIA AND PROCESS

FOTBSMTDC looks most favorably on those respondents that:

- A. Provide a team of key personnel who have experience working together and who have the abilities to competently address the problems presented by this project;
- B. Demonstrate the ability to employ an exemplary design approach in solving the unique problems presented by this project;
and
- C. Demonstrate the ability to employ an exemplary design approach in solving the unique problems presented by this project;
and
- D. Demonstrate the capacity of the firm to perform the work and manage the project within the time and budget limitations.

After the deadline for proposal submission, all proposals will be reviewed and evaluated by a selection committee. Additional information may be requested of prospective QEPs. The Committee may conduct interviews as part of the selection process. The contract will be awarded by FOTBSMTDC. FOTBSMTDC reserves the right to reject proposals which are non-negotiable and non-responsive and to negotiate with the contractor or contractors who, in FOTBSMTDC's opinion, are deemed to be the best qualified to do the job.

Proposals will be evaluated on the following basis:

Personnel, qualifications, and references	30%
Experience with site remediation design and permitting	25%
Project Approach	20%
Cost of services	25%

9. GENERAL TERMS AND CONDITIONS

A. Personnel

The Contractor represents that he/she has or will secure, at Contractor's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the FOTBSMTDC unless all required policies and disclosures are in place prior to said involvement. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of FOTBSMTDC. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.

B. Independent Contractor Status

It is expressly understood that the Contractor named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the FOTBSMTDC. FOTBSMTDC shall not under any circumstances be liable to the Contractor for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of FOTBSMTDC, its officers or employees and the Contractor agrees to defend and hold FOTBSMTDC free and harmless from liability which is not due to any fault of the FOTBSMTDC, its officers, agents, or employees.

C. Compliance with Local, State and Federal Law

The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

D. Hold Harmless Clause

The Contractor shall indemnify and hold harmless FOTBSMTDC against all loss, cost, or damage on account of an injury to persons or property, including employees or property of FOTBSMTDC occurring in the performance of the contract.

E. Insurance Requirement

Contractor shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general liability and contractual liability in the amount of \$2,000,000. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. All coverage

shall be provided by a carrier authorized to transact business in Maine and shall be primary.

F. Proposal Development Costs

The cost of preparing and submitting this proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to FOTBSMTC..

G. Reservation of Rights

FOTBSMTDC reserves and may in its sole discretion exercise the following rights and options:

- i. FOTBSMTDC reserves the right to reject any and all proposals and the right to elect not to proceed with the project.
- ii. FOTBSMTDC may accept or reject any or all of the items in or elements of any proposal and award the contract in whole or in part if it is deemed in the FOTBSMTDC's best interest to do so;
- iii. FOTBSMTDC may request that some or all of the Respondents modify their proposals based upon FOTBSMTDC's evaluation.

[MMTC Final Application Revised EPA-I-OLEM-OBLR-22-09 RFA.PDF](#)