

REQUEST FOR PROPOSALS

Professional Environmental Consulting and Remediation Services

Brownfield Remediation Program

Grant No. DEV-2026-225138

Ohio Development Services Agency (ODSA)

Village of Jeffersonville, Ohio

Date Issued: September 2026

Proposals Due: Monday, November 2, 2026 4 P.M. Eastern Daylight Time

Issuing Authority: The Village of Jeffersonville, Fayette County , Ohio

Village Administrator Stephanie Stewart

Village of Jeffersonville, Ohio

8 North Main Street

Jeffersonville, Ohio 43128

RFP Inquiries Email: *stephanie.stewart@jeffersonvilleoh.gov*

This document is issued for competitive procurement purposes. All proposals and responses are subject to the terms and conditions set forth herein. This RFP does not constitute a commitment to award a contract.

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SECTION 1 – INTRODUCTION AND BACKGROUND

1.1 The Village of Jeffersonville

The Village of Jeffersonville (hereinafter the "Village") is a municipal corporation duly organized and existing under the laws of the State of Ohio, located in Fayette County, Ohio. The Village has a population of approximately 1,200 residents and is governed by an elected Mayor and Village Council pursuant to the Ohio Revised Code.

1.2 Grant Award and Program Authority

The Village has been awarded Brownfield Remediation Program grant number **DEV-2026-225138** by the **Ohio Development Services Agency (ODSA)** to fund environmental assessment and remediation activities on one or more designated brownfield properties within the corporate limits of the Village.

1.3 Applicable Standards

All assessment and remediation work funded under grant DEV-2026-225138 must be conducted in compliance with:

- ODSA Brownfield Remediation Program grant requirements and grant agreement provisions;
- Ohio EPA Voluntary Action Program (VAP) standards and applicable rules of the Ohio Administrative Code (OAC Chapter 3745);
- All applicable federal and state environmental laws and regulations, including but not limited to CERCLA, RCRA, and associated United States Environmental Protection Agency (U.S. EPA) guidance; and
- 2 CFR Part 200 (Uniform Guidance) to the extent federal pass-through funding is incorporated into the grant.

1.4 Purpose of this RFP

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from qualified teams capable of providing the environmental assessment, professional oversight, and remediation. The selected firm shall provide, as applicable and as directed by the Village in consultation with ODSA, the following assessment, professional oversight, and remediation services. Work shall be conducted in discrete, authorized phases. No phase of work shall commence without prior written authorization from the Village and, where required, ODSA concurrence. required for grant DEV-2026-225138. A proposer may perform the work directly or through identified subconsultants and subcontractors, but must demonstrate that the proposed team includes all required professional credentials and remediation capabilities. The Village intends to select a qualified firm through a competitive, qualifications-based procurement process consistent with ODSA grant requirements and applicable Ohio law.

NOTICE TO PROPOSERS

This RFP is a solicitation for competitive proposals only. Issuance of this RFP does not constitute a commitment by the Village of Jeffersonville to award a contract, pay any costs incurred in the preparation of a proposal, or procure any services. All proposals become the property of the Village upon submission.

SECTION 2 – PROJECT DESCRIPTION AND SCOPE OF WORK

2.1 Property Overview

The subject property identified for cleanup is **Suspected Unregistered — 31 Main Street, Jeffersonville, OH**, located within the corporate limits and downtown district of the Village of Jeffersonville, Fayette County, Ohio. The property comprises approximately **0.3410 acres**. The **Fayette County Auditor Parcel Number is 080-009-0-03-080-00**. The property is an older filling station with **two gasoline pumps, one kerosene pump, a hydraulic lift** underground fuel and fluid storage tanks and all related structures and equipment.

Based on the property's historical use as a filling station and the equipment observed or reported at the site, potential environmental concerns may include petroleum products and petroleum hydrocarbons, releases associated with fuel dispensing or storage systems, hydraulic fluids related to the lift, and other hazardous substances as defined under applicable state and federal law. An open compliance case exists with the **Ohio State Fire Marshal's Office** under **Compliance Inspection Report No. CM-25718908**.

Proposers shall independently investigate the existence, condition, and regulatory and physical status of all pumps, tanks, piping, lifts, and related equipment together with the underground storage tanks and shall review the open compliance case and associated records.

The Village acquired the property on May 12, 2026 and has no knowledge of any environmental, physical, structural, subsurface, regulatory, or other condition that may exist on or affect the property except for the pending regulatory citations issue to the prior owner.

Each proposer is required to conduct its own independent investigation and site review and shall be solely responsible for becoming familiar with the subject property, existing conditions, access constraints, and all other matters that may affect its proposal or performance of the work. Any information furnished by the Village is provided solely for reference, without representation or warranty as to its accuracy or completeness and does not relieve any proposer of its independent due-diligence obligations. Proposers shall independently identify and review all public records, historical sources, and other information they deem necessary.

2.2 Scope of Services

The selected consultant shall provide, as applicable and as directed by the Village in consultation with ODSA, the following professional services. Work shall be conducted in discrete, authorized

phases. No phase of work shall commence without prior written authorization from the Village and, where required, ODSA concurrence.

Phase 1 – Environmental Site Assessment (Phase I ESA)

- Conduct Phase I ESA(s) in full conformance with **ASTM Standard E1527-21** (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process);
- Review of historical records including, but not limited to: regulatory database searches (federal and state), aerial photography, city directories, Sanborn fire insurance maps, topographic maps, and chain of title;
- Site reconnaissance, including visual inspection of subject property/properties and immediately adjoining properties as observed from publicly accessible areas;
- Interviews with owners, occupants, local government officials, and other knowledgeable parties as appropriate;
- Identification, evaluation, and documentation of all Recognized Environmental Conditions (RECs), Controlled RECs (CRECs), and Historical RECs (HRECs); and
- Preparation and delivery of a final Phase I ESA report meeting ASTM E1527-21 and ODSA reporting requirements, including all conclusions and recommendations.

Phase 2 – Environmental Site Assessment (Phase II ESA)

- Prepare a Sampling and Analysis Plan (SAP) for submission to Ohio EPA if required under the VAP or by ODSA; obtain required approvals prior to field activities;
- Conduct soil, groundwater, surface water, and/or soil vapor sampling and analysis as warranted by Phase I findings and directed by the Village;
- All laboratory analyses shall be performed by NELAP-accredited laboratories using U.S. EPA-approved methods appropriate to the matrices and analytes of concern;
- Compare all analytical results to applicable Ohio EPA VAP Generic Numerical Standards (GNS) and site-specific standards as appropriate;
- Prepare and deliver a Phase II ESA report documenting all field activities, laboratory findings, data quality evaluation, and remedial recommendations; and

- Identify and characterize the nature, extent, and risk associated with any contamination identified, and provide specific, actionable remedial recommendations with cost estimates.

Phase 3 – Remediation / Cleanup Activities

- Prepare a Remedial Action Plan (RAP) in full conformance with Ohio EPA VAP requirements and ODSA grant specifications, for Village and ODSA review and approval prior to implementation;
- Conduct all approved remediation activities, including but not limited to: excavation and off-site disposal of contaminated soils; in-situ or ex-situ groundwater treatment; soil vapor extraction or vapor intrusion mitigation systems; and installation of appropriate institutional controls (ICs) and/or engineering controls (ECs) as warranted;
- **Remove and lawfully dispose of all structures, equipment, tanks, piping, appurtenances, and other improvements located on the site; cap or terminate utilities as required; place suitable backfill; establish final grades that provide positive drainage; and seed and stabilize all disturbed areas;**
- Manage all waste characterization, profiling, transport, and disposal at appropriately licensed receiving facilities in full compliance with RCRA and applicable Ohio solid and hazardous waste rules (OAC Chapters 3734 and 3745);
- Conduct verification soil and/or groundwater sampling following completion of active remediation to confirm attainment of cleanup standards; and
- Prepare and deliver a Remediation Completion Report (RCR) documenting all remediation activities, verification sampling results, and confirming compliance with applicable cleanup standards.

Phase 4 – Regulatory and Grant Compliance

- Coordinate with the ODSA grant administrator, Ohio EPA, and the Ohio State Fire Marshal's Office throughout all applicable phases of the project, including review and coordination of open Compliance Inspection Report No. CM-25718908 and participation in pre-remediation conferences and regulatory meetings as required;

- Prepare and submit all required ODSA grant deliverables, including monthly progress reports (or as otherwise specified in the grant agreement), reimbursement requests, and supporting documentation;
- Attend progress meetings, site visits, and coordination meetings with Village officials and ODSA representatives as requested;
- Maintain complete, organized, and auditable project records for all activities performed under grant DEV-2026-225138 for a minimum of five (5) years following final grant closeout, or longer as required by ODSA or applicable law; and
- Prepare and submit all documentation required for formal grant closeout, including a final grant closeout report as specified by ODSA.

Optional / Additional Services (at Village Discretion)

- Property boundary and topographic survey coordination;
- Community engagement and public information support related to remediation activities;
- Redevelopment-readiness reporting and coordination, including pursuit of a No Further Action (NFA) Letter and/or Covenant Not to Sue (CNTS) from Ohio EPA under the VAP; and
- Preparation of a redevelopment-ready site summary suitable for marketing to prospective developers or businesses.

2.3 Required Deliverables

The selected firm shall prepare and deliver, at minimum, the following project deliverables in the formats and timelines specified in the executed contract and ODSA grant agreement:

#	Deliverable	Description / Notes
1	Phase I ESA Report	ASTM E1527-21 compliant; final signed report with all appendices
2	Phase II Sampling and Analysis Plan (SAP)	For Ohio EPA / ODSA review and approval prior to Phase II field work
3	Phase II ESA Report	Includes all field data, laboratory results, data quality evaluation, and remedial recommendations
4	Remedial Action Plan (RAP)	Prepared in accordance with Ohio EPA VAP and ODSA requirements; submitted for approval prior to remediation

#	Deliverable	Description / Notes
5	Progress Reports	Submitted to Village and ODSA per grant agreement schedule; document activities, costs, and schedule status
6	Remediation Completion Report (RCR)	Documents all remediation activities and verification sampling confirming attainment of cleanup standards
7	ODSA Reimbursement Documentation	Itemized cost documentation meeting ODSA and 2 CFR Part 200 requirements submitted with each payment request
8	Final Grant Closeout Documentation	All records, final report, and supporting materials required for ODSA grant closeout and audit readiness
9	NFA Letter / CNTS (if applicable)	Ohio EPA Voluntary Action Program concurrence documentation, if pursued

SECTION 3 – GRANT AND REGULATORY COMPLIANCE REQUIREMENTS

The Village of Jeffersonville is the grant recipient under ODSA Brownfield Remediation Program grant DEV-2026-225138. All work performed under any contract resulting from this RFP must comply with the following requirements, which shall be incorporated as binding obligations in the Remediation Services Contract:

3.1 ODSA Grant Agreement

All services and expenditures must conform to the terms and conditions of ODSA grant agreement DEV-2026-225138, including all attachments, special conditions, and reporting requirements. The selected firm will be required to acknowledge and comply with all applicable flow-down provisions from the grant agreement as set forth in **Exhibit C** to this RFP.

3.2 Uniform Guidance (2 CFR Part 200)

To the extent that federal pass-through funding is incorporated within grant DEV-2026-225138, all costs incurred under the resulting contract must be reasonable, allowable, and allocable in accordance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). The selected firm must maintain financial records sufficient to demonstrate compliance with all applicable cost principles.

3.3 Ohio EPA Voluntary Action Program (VAP)

All Phase II assessment, remedial planning, and remediation activities shall be conducted in conformance with Ohio EPA VAP standards and applicable Ohio Administrative Code rules (OAC Chapter 3745). A Certified Professional (CP) licensed by Ohio EPA pursuant to ORC Section 3746.06

must direct and certify all VAP-regulated work. The identity of the assigned CP must be disclosed in the proposal and approved by the Village prior to Notice to Proceed.

3.4 Prevailing Wage

To the extent that remediation activities constitute "public improvement" work as defined under Ohio Revised Code Chapter 4115, prevailing wage requirements shall apply. The selected firm shall comply with all applicable prevailing wage determinations issued by the Ohio Department of Commerce, Division of Industrial Compliance, and shall maintain certified payroll records as required.

3.5 Insurance Requirements

The selected firm shall procure and maintain, at its own expense and throughout the term of the contract, the insurance coverage specified in Section 7.2 of this RFP. Evidence of required coverage shall be submitted prior to contract execution.

3.6 Non-Discrimination and Equal Opportunity

The selected firm shall comply with all applicable federal and Ohio non-discrimination statutes and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; and Ohio Revised Code Chapter 4112.

3.7 EDGE / MBE / WBE Participation

The Village encourages participation by Ohio-certified Encouraging Diversity, Growth, and Equity (EDGE) businesses, Minority Business Enterprises (MBEs), and Women's Business Enterprises (WBEs) in the performance of this contract. ODSA may impose specific participation goals or reporting requirements as a condition of the grant award.

SECTION 4 – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTIONS

4.1 Required Proposal Contents

Proposers must submit a concise Technical Proposal containing the components below. Firms may combine information where practical. The Technical Proposal, excluding the cover letter, resumes, required forms, and appendices, should not exceed **12 pages**. Omission of material information required to evaluate grant compliance may result in rejection.

A. Cover Letter and Firm Information

Provide a one-page signed letter stating the firm's legal name and contact information, interest in the project, authority to bind the firm, and ability to perform the work within the grant period.

B. Qualifications, Team, and Experience

Provide:

- A brief firm overview and summary of relevant Ohio brownfield, petroleum-site, ODSA, and Ohio EPA VAP experience;
- Up to three comparable projects, with client contact information, scope, cost, schedule, and outcome;
- Names, roles, availability, and brief resumes for the project manager and key staff, including the Ohio EPA-licensed Certified Professional who will direct any VAP work; and
- Proposed subconsultants and their roles, if any.

C. Technical Approach and Schedule

Describe, at a practical level:

- The proposed approach for assessment, sampling, remediation, demolition, waste handling, regulatory coordination, QA/QC, and closeout, as applicable;
- How the firm will comply with the ODSA grant agreement, applicable Ohio EPA and State Fire Marshal requirements, reporting, reimbursement support, record retention, and authorized project phases; and
- A simple schedule showing major tasks, approvals, milestones, and completion within the grant performance period, including key schedule risks.

D. Cost Proposal — Submit Separately

IMPORTANT: COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

Submit cost information separately from the Technical Proposal in an envelope or electronic file clearly labeled “**COST PROPOSAL – RFP DEV-2026-225138 – [FIRM NAME]**.” The Village will review cost only as permitted by the selection process. Do not include cost information in the Technical Proposal.

Provide an itemized fee by phase or task, hourly rates, reimbursable expenses, total not-to-exceed amount, and any assumptions or exclusions. Costs must be reasonable, allowable, allocable, and supported as required by the grant agreement and applicable law.

E. Certifications and Required Attachments

Include completed forms or equivalent signed statements confirming debarment status, conflicts of interest, authority to do business in Ohio, ability to obtain required insurance, and any applicable

EDGE/MBE/WBE participation. Include acknowledgment of Exhibit C and all issued addenda. Each bidder must also include with its bid a performance bond in the full amount of the bid, issued by a surety authorized to do business in Ohio and naming the Village as obligee. Failure to submit the required bond may result in rejection of the bid as nonresponsive.

4.2 Submittal Instructions

Proposers shall submit their proposals as follows:

- Submit **Three (3)** printed hard copies and one (1) electronic copy (USB drive or email PDF submission as specified by the Village) of the complete Technical Proposal;
- Submit one (1) separate sealed envelope containing the Cost Proposal, clearly labeled as described in Component D above;
- Include with the bid a performance bond in the full amount of the bid, issued by a surety authorized to transact business in Ohio and naming the Village of Jeffersonville as obligee;
- All materials shall be delivered to:

Village Administrator

Stephanie Stewart

Village of Jeffersonville, Ohio

8 North Main Street

Jeffersonville, Ohio 43128

stephanie.stewart@jeffersonvilleoh.gov

Reference: RFP DEV-2026-225138

- All proposals must be received no later than **Monday, November 2, 2026, at 4:00 p.m.** Eastern Daylight Time. The date and time of receipt, as recorded by Village staff, shall be controlling;
- Late proposals will not be accepted under any circumstances and will be returned unopened;
- Proposals shall remain valid and irrevocable for a minimum of **ninety (90) calendar days** from the submission deadline; and
- Facsimile or partial submissions will not be accepted.

4.3 Questions and Clarifications

- All questions regarding this RFP must be submitted in writing via email to ***stephanie.stewart@jeffersonvilleoh.gov*** with the subject line: ***"RFP DEV-2026-225138 – Question."***

- The deadline for submission of written questions is **October 20, 2026, at 12:00 p.m.** Eastern Daylight Time.
- Responses to all timely-submitted written questions will be compiled and issued as an official addendum to all firms that have registered as prospective proposers with the Village.
- No oral interpretations, clarifications, or modifications to this RFP will be made by Village officials or staff. Only written addenda shall be binding and shall take precedence over the original RFP text.
- Proposers are responsible for monitoring Village communications for any addenda issued prior to the proposal submission deadline.

SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCESS

5.1 Selection Process

The Village will use a qualifications-based selection process consistent with applicable ODSA grant requirements and Ohio law. Responsive Technical Proposals will be evaluated before cost is considered.

1. **Review and Select:** The Review Committee will compare responsive Technical Proposals using the criteria in Section 5.2 and identify the firm it determines to be most qualified. The Village may conduct interviews or request clarifications before making its selection.
2. **Negotiate:** After the Village identifies the most qualified firm, it will open that firm's cost proposal and negotiate a fair and reasonable scope and fee. If negotiations are unsuccessful, the Village may proceed to another qualified firm.
3. **Award:** The Village Council will make the award at its regular meeting on **November 12, 2026, at 7:00 p.m.** The award remains subject to ODSA concurrence, if required.

5.2 Evaluation Criteria

The Review Committee will evaluate each responsive proposal as a whole and compare firms based on the following factors:

- **Qualifications and Experience:** Relevant brownfield and petroleum-site work, past performance, references, and experience with ODSA and Ohio EPA requirements;
- **Project Team and Capacity:** Qualifications, roles, availability, and capacity of key personnel and subconsultants, including the required Ohio EPA-licensed Certified Professional; and

- **Approach and Schedule:** Understanding of the scope, practical work plan, grant and regulatory compliance, quality control, and ability to complete the work within the grant period.

The Village may request clarifications but will not permit material revisions after the deadline. Final selection remains subject to Village Council authorization and ODSA concurrence, as applicable.

SECTION 6 – PROCUREMENT TIMELINE (ESTIMATED)

The following timeline represents the Village's estimated procurement schedule. All dates are subject to change. Any changes to the schedule will be communicated to registered proposers by written addendum.

Procurement Event	Estimated Date
RFP Issued	September 2026
Deadline for Submission of Written Questions	October 20, 2026, at 12:00 p.m. EDT
Addendum Issued (Responses to Questions, if applicable)	_____
Proposal Submission Deadline	Monday, November 2, 2026, at 4:00 p.m. EDT
Technical Evaluation Completed	_____
Oral Interviews / Presentations (if conducted)	_____
Cost Proposal Opening	_____
Village Council Award at Regular Council Meeting	November 12, 2026, at 7:00 p.m.
Contract Execution	_____
Notice to Proceed Issued	_____
Grant Performance Period End	Per ODSA Grant Agreement DEV-2026-225138

SECTION 7 – CONTRACT TERMS AND CONDITIONS

7.1 Contract Form

The Village of Jeffersonville will execute a Remediation Services Contract with the selected firm. The executed contract will incorporate by reference the following documents, in order of precedence in the event of conflict: (1) the ODSA grant agreement and all applicable flow-down provisions; (2) the executed Remediation Services Contract and any written change orders or

amendments; (3) the approved Remedial Action Plan and applicable regulatory approvals; (4) this RFP and any issued addenda; and (5) the selected firm's accepted proposal. No work shall commence before full execution of the Remediation Services Contract and issuance of a written Notice to Proceed.

7.2 Insurance Requirements

Prior to contract execution and throughout the term of the contract, the selected firm shall procure and maintain, at its own cost and expense, insurance coverage no less than the following limits:

Coverage Type	Minimum Required Limits
Commercial General Liability (CGL)	\$1,000,000 per occurrence / \$2,000,000 aggregate
Professional Liability (Errors & Omissions)	\$1,000,000 per claim / \$2,000,000 aggregate
Workers' Compensation	Statutory limits as required under Ohio law
Employer's Liability	\$500,000 per occurrence (or statutory)
Automobile Liability	\$1,000,000 combined single limit (owned, hired, and non-owned)
Pollution Liability (if applicable to scope)	\$1,000,000 per occurrence / \$2,000,000 aggregate

The **Village of Jeffersonville, Ohio** shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability policies. All policies shall be issued by insurers authorized to conduct business in the State of Ohio and rated no less than A-VII by A.M. Best. The selected firm shall provide thirty (30) days' prior written notice to the Village in the event of cancellation or material modification of any required policy. Certificates of insurance evidencing required coverage shall be submitted to the Village prior to contract execution and upon each renewal of any policy during the contract term.

7.3 Performance Bond

Each bidder must submit with its bid a performance bond in the full amount of the bid. The bond must be executed by the bidder as principal and by a surety authorized to transact business in Ohio, name the Village of Jeffersonville as obligee, and guarantee faithful performance and completion of the work in accordance with the bid, RFP, project requirements, and resulting contract. The bond must remain in effect through final completion and acceptance of the work. The cost of the bond must be included in the bid price.

7.4 Indemnification

To the fullest extent permitted by law, the selected firm shall defend, indemnify, save, and hold harmless the Village of Jeffersonville and its elected officials, officers, employees, and agents from all claims, actions, damages, losses, liabilities, penalties, fines, response and cleanup costs, expenses, and reasonable attorneys' fees arising from or relating to the work. This obligation includes any incident, accident, bodily injury, death, property damage, environmental condition, spill, release, discharge, or other occurrence during the contract term, as well as any breach of contract, violation of law, or failure to comply with U.S. EPA, Ohio EPA, State Fire Marshal, waste-handling, transportation, disposal, permit, or other environmental or regulatory requirements. The obligation applies to the extent caused by the acts or omissions of the selected firm or its employees, agents, subconsultants, subcontractors, suppliers, or others for whom it is responsible, and survives completion, termination, or expiration of the contract.

7.5 Termination

The Village reserves the right to terminate the resulting contract for convenience upon thirty (30) calendar days' prior written notice to the selected firm. The Village may terminate the contract immediately for cause upon written notice in the event of a material breach that is not cured within seven (7) calendar days of written notice of the breach. In the event of termination for convenience, the Village shall pay the firm for all authorized services satisfactorily rendered through the effective date of termination, determined on a proportional basis consistent with the approved fee schedule. No profit or overhead shall be paid on unperformed work.

7.6 Records Retention and Audit Rights

The selected firm shall retain all project records, field notes, laboratory data, financial records, invoices, payroll documentation, and all other documentation related to services performed under this contract for a minimum of **five (5) years** following the date of final grant closeout under DEV-2026-225138, or for such longer period as may be required by ODSA, 2 CFR Part 200, or applicable law. The Village, ODSA, the Ohio Auditor of State, and any applicable federal oversight agency shall have the right to audit, inspect, and copy all such records upon reasonable notice during and after the contract term.

7.7 Governing Law; Venue

This contract shall be construed and governed in all respects by the laws of the State of Ohio, without regard to conflicts-of-law principles. Any dispute arising under or relating to this contract that cannot be resolved by the parties shall be submitted to the appropriate court of competent jurisdiction in Fayette County, Ohio, which shall serve as the exclusive venue for any such proceedings.

7.8 Non-Discrimination

The selected firm shall not discriminate against any employee, applicant for employment, or any person in the delivery of services on the basis of race, color, religion, sex, national origin, ancestry, disability, age, or any other characteristic protected by federal or Ohio law. The firm shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; Ohio Revised Code Chapter 4112; and any other applicable non-discrimination statutes or regulations.

7.9 No Guaranteed Scope or Volume of Work

This RFP and any resulting Remediation Services Contract do not guarantee a specific volume, quantity, or dollar value of work to the selected firm. The scope of services may be adjusted by the Village based upon actual site conditions encountered, available grant funding, ODSA guidance, or other factors affecting project execution. The Village makes no representation regarding the total compensation that may be earned under any resulting contract. Change orders and additions or reductions to the scope of the work and compensation shall be in the sole discretion of the Village.

SECTION 8 – RESERVATION OF RIGHTS

The Village of Jeffersonville expressly reserves the right, in its sole discretion and without liability to any proposer, to:

4. Reject any or all bids or proposals received in response to this RFP, in whole or in part, for any reason;
5. Waive minor informalities, irregularities, or technical deficiencies in any proposal where such waiver is in the best interest of the Village and does not result in competitive disadvantage to other proposers;
6. Request additional information, clarification, or supplemental documentation from any proposer at any time during the evaluation process;
7. Cancel or withdraw this RFP, in whole or in part, at any time prior to contract execution without obligation to any proposer;
8. Re-advertise or re-solicit for the same or substantially similar services following cancellation of this RFP;
9. Award contracts to more than one firm if the Village determines that doing so is in the best interest of the Village and consistent with ODSA grant requirements; and

10. Negotiate contract scope, terms, and fee with the firm the Village determines to be most qualified and, if negotiations are unsuccessful, terminate negotiations and proceed to another qualified firm.

This RFP does not commit the Village of Jeffersonville to award a contract, to pay any costs incurred by any proposer in the preparation or submission of a proposal, or to procure or contract for any services. All costs associated with preparation and submission of a proposal are solely the responsibility of the proposing firm.

SECTION 9 – EXHIBITS

The following exhibits are incorporated into this RFP and shall be made part of any resulting Remediation Services Contract:

Exhibit A – Site Information: Subject property: **Suspected Unregistered — 31 Main Street, Jeffersonville, OH**, comprising approximately **0.3410 acres** and located in the downtown district of the Village of Jeffersonville. **Fayette County Auditor Parcel Number: 080-009-0-03-080-00.** The property is an older filling station with **two gasoline pumps, one kerosene pump, and a hydraulic lift**. An open compliance case exists with the **Ohio State Fire Marshal's Office** under **Compliance Inspection Report No. CM-25718908**. The Village acquired the property on **May 12, 2026** and has no knowledge of any environmental, physical, structural, subsurface, regulatory, or other condition that may exist on or affect the property beyond the information expressly identified in this RFP. Each proposer must conduct its own independent investigation and site review, including review of the open compliance case and associated records. Any information furnished by the Village is provided solely for reference, without representation or warranty as to its accuracy or completeness, and does not relieve the proposer of its due-diligence obligations.

Exhibit C – ODSA Grant Agreement Flow-Down Provisions and Certifications: Required certifications, representations, and flow-down compliance obligations from ODSA grant agreement DEV-2026-225138, including applicable 2 CFR Part 200 provisions. All proposers must acknowledge and accept these provisions as a condition of proposal submission.

Exhibit D – Sample Remediation Services Contract: The Village's simple contract form for cleanup, demolition, removal, disposal, site restoration, and related remediation work. The contract incorporates the RFP, the accepted bid submission, the project requirements, and the Contractor's agreement to complete the authorized work.

EXHIBIT D – SAMPLE REMEDIATION SERVICES CONTRACT

This Remediation Services Contract (“Contract”) is entered into as of _____ by and between the **Village of Jeffersonville, Ohio**, 8 North Main Street, Jeffersonville, Ohio 43128 (“Village”), and _____, with an address of _____ (“Contractor”).

1. Project

The Contractor will perform the authorized remediation, cleanup, demolition, removal, transport, disposal, backfilling, grading, stabilization, restoration, verification, and closeout work for the brownfield property at **31 Main Street, Jeffersonville, Ohio**, Fayette County Auditor Parcel No. **080-009-0-03-080-00**, under ODSA Brownfield Remediation Program Grant No. **DEV-2026-225138** (“Project”).

2. Agreement Documents

This Contract includes and incorporates by reference: (a) the Village’s Request for Proposals for Grant No. DEV-2026-225138 and all addenda (“RFP”); (b) the Contractor’s accepted bid submission, including its scope, schedule, cost proposal, and performance bond, dated _____ (“Bid Submission”); (c) the ODSA grant agreement and applicable flow-down provisions, including Exhibit C to the RFP; (d) the approved Remedial Action Plan and other required regulatory approvals; and (e) any written Notice to Proceed, change order, or amendment signed by the parties.

3. Remediation Work and Agreement to Complete

The Contractor accepts the Project and agrees to furnish all labor, supervision, equipment, materials, transportation, permits, subcontractors, testing support, disposal services, and incidentals necessary to complete the authorized remediation work described in the RFP, approved Remedial Action Plan, and Bid Submission. The work includes, as applicable, removal and lawful disposal of structures, equipment, underground storage tanks, piping, appurtenances, contaminated soil, liquids, and other regulated materials; utility termination; backfill; grading; positive drainage; seeding; stabilization; verification sampling support; and delivery of manifests, receipts, photographs, daily records, and completion documentation. The Contractor will protect persons, property, and the environment and will perform the work safely, promptly, and in compliance with applicable law, regulatory approvals, and grant conditions.

4. Term and Completion

Work will begin only after the Village issues a written Notice to Proceed. The Contractor will follow the accepted schedule, diligently prosecute the work, and achieve final completion no later than _____, or such earlier date required by the grant agreement. Final completion includes correction of deficiencies, removal of debris and temporary facilities, restoration of disturbed areas, and delivery of all required closeout records. Any schedule change requires the Village’s prior written approval.

5. Compensation and Payment

The Village will pay the Contractor in accordance with the accepted Bid Submission, in an amount not to exceed \$ _____ unless changed by a written change order or amendment. Progress payments will be earned only upon completion and Village acceptance of the applicable milestone and submission of a complete pay application. The Contractor will submit itemized pay applications showing completed work, quantities, labor and material costs, subcontractor charges, certified payroll when applicable, disposal manifests, receipts, and other documentation required by the Village and ODSA. Payment is limited to authorized, satisfactorily completed, reasonable, allowable, grant-eligible work that is supported

by the documentation required for reimbursement. The Village may withhold retainage and disputed, defective, incomplete, or unsupported amounts. The milestone percentages below are maximum cumulative allocations of the Contract Sum and may be adjusted in the accepted Bid Submission only with the Village's written approval, provided that payments remain tied to the corresponding RFP deliverables and total one hundred percent (100%).

#	Payment Milestone	Maximum %	Required Basis for Payment
1	Phase I ESA Report	5%	Village acceptance of the final signed ASTM E1527-21 Phase I ESA report with all appendices.
2	Phase II Sampling and Analysis Plan	5%	Village acceptance and required Ohio EPA/ODSA approval of the SAP before Phase II field work.
3	Phase II ESA Report	10%	Village acceptance of the final Phase II ESA report, including field data, laboratory results, data-quality evaluation, remedial recommendations, and cost estimates.
4	Remedial Action Plan	10%	Village acceptance and required Ohio EPA/ODSA approval of the RAP before remediation begins.
5	Authorized Remediation Work	55%	Paid through periodic progress applications based on verified quantities and satisfactorily completed authorized work, supported by required invoices, certified payroll, tickets, manifests, receipts, photographs, and current progress reports showing activities, costs, and schedule status.
6	Remediation Completion Report	10%	Village acceptance of the RCR documenting remediation, demolition, disposal, site restoration, and verification sampling confirming applicable cleanup standards.
7	Final Closeout and Regulatory Documentation	5%	Delivery and acceptance of final ODSA reimbursement and grant-closeout documentation, all project records required for audit readiness, correction of deficiencies, and NFA Letter/CNTS documentation if pursued.

6. Grant and Project Compliance

The Contractor will comply with the project requirements in Sections 2 and 3 of the RFP, the approved Remedial Action Plan, the ODSA grant agreement, Exhibit C, applicable Ohio EPA and State Fire Marshal requirements, waste characterization and disposal laws, transportation requirements, site-safety requirements, record-retention and audit requirements, prevailing-wage and certified-payroll requirements when applicable, and all permits and approvals. Before starting work, the Contractor will provide the insurance required by Section 7.2 of the RFP, maintain the performance bond required by Section 7.3 through final completion and acceptance, and provide any licenses, registrations, or permits required for its work.

7. Project Administration and Site Control

The Contractor's superintendent and principal contact is _____. The Village's principal contact is Village Administrator Stephanie Stewart. The Contractor is responsible for coordinating and controlling its personnel, subcontractors, equipment, means and methods, site security, housekeeping, and safe performance. The Contractor will promptly report differing site conditions, releases, spills,

regulatory contacts, delays, quantity changes, and anticipated cost increases. The Contractor may not assign this Contract or replace its superintendent or key subcontractors without the Village's prior written approval.

8. Changes, Differing Conditions, and Termination

The Contractor must stop affected work and notify the Village before disturbing any materially different or previously unknown hazardous condition. No extra work, added compensation, substitution, or material change in scope or schedule is authorized without a written change order signed by the Village and Contractor and approved by ODSA when required. The Village may terminate this Contract as provided in Section 7.5 of the RFP. Upon termination, the Contractor will secure the site, protect completed work, remove hazards as directed, and deliver all work records; payment will be limited to authorized work satisfactorily completed through the termination date.

9. Independent Contractor; Subcontractors; Records

The Contractor is an independent contractor and is responsible for its employees, subcontractors, taxes, wages, safety obligations, licenses, permits, and methods of performance. The Contractor is fully responsible for all subcontracted work. All field logs, sampling records, analytical data, tickets, manifests, disposal certificates, photographs, payroll records, pay applications, and closeout documents must be provided to the Village upon request and retained for the period required by the RFP, grant agreement, and applicable law.

10. Indemnification and Environmental Liability

To the fullest extent permitted by law, the Contractor shall defend, indemnify, save, and hold harmless the Village of Jeffersonville and its elected officials, officers, employees, and agents from and against all claims, actions, damages, losses, liabilities, penalties, fines, response costs, cleanup costs, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any occurrence, incident, accident, bodily injury, death, property damage, environmental condition, spill, release, discharge, or other event occurring during the term of this Contract and related to the work, including the Contractor's performance or nonperformance, breach of this Contract, violation of law, or failure to comply with U.S. EPA, Ohio EPA, State Fire Marshal, waste-handling, transportation, disposal, permit, or other environmental or regulatory requirements. This obligation includes occurrences arising from the acts or omissions of the Contractor, its employees, agents, subcontractors, suppliers, or others for whom it is responsible, including improper handling, transport, storage, or disposal, but applies only to the extent caused by those acts or omissions. This obligation survives final completion, acceptance, termination, or expiration of the Contract.

11. Governing Law; Entire Agreement

Ohio law governs this Contract, and venue lies in Fayette County, Ohio. This Contract and the incorporated documents state the entire agreement of the parties. If the documents conflict, the following order controls: (1) ODSA grant agreement and mandatory flow-down provisions; (2) this signed Contract and written change orders or amendments; (3) the approved Remedial Action Plan and regulatory approvals; (4) the RFP and addenda; and (5) the accepted Bid Submission. No waiver is effective unless in writing.

This Agreement may be signed in counterparts and by electronic signature, each of which will be treated as an original.

CONTRACTOR ACCEPTANCE AND SIGNATURE

Contractor Legal Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

VILLAGE ACCEPTANCE AND SIGNATURE

Village of Jeffersonville, Ohio

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

AUTHORIZATION AND ISSUANCE

This Request for Proposals has been duly authorized by the Village of Jeffersonville, Ohio, and is issued in accordance with all applicable provisions of Ohio law and ODSA grant agreement DEV-2026-225138. By submitting a proposal in response to this RFP, the proposing firm acknowledges that it has read, understands, and agrees to be bound by all terms and conditions set forth herein.

Stephanie Stewart Village Administrator

Village of Jeffersonville, Ohio Date: September 2026

Village Solicitor David V. Kiger Village Solicitor

Village of Jeffersonville, Ohio Date: September 2026

OFFICIAL DOCUMENT NOTICE

This document is issued by the Village of Jeffersonville, Ohio, under the authority of ODSA Brownfield Remediation Program Grant No. DEV-2026-225138. Inquiries regarding this RFP must be directed in writing to the Village Administrator at the address provided on the cover page. Oral representations or informal communications by Village officials or staff are not binding and shall not constitute a modification or interpretation of this RFP.