



Philadelphia
Redevelopment
Authority



Request for Proposals (RFP)

Environmental Consulting Services
August 15, 2019

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Application Process

The Philadelphia Redevelopment Authority ("PRA") is pleased to issue this Request for Proposals ("RFP") for a qualified environmental consultant (each, an "Applicant" and collectively, the "Applicants") to perform environmental consulting services as specifically detailed below ("Project").

Submission Deadline

Applicants must submit a response/proposal (a "Response") no later than 9/16/2019 at 3:00 PM; absolutely no Response will be accepted after that time.

Questions/Requests for Additional Information

PRA will accept questions and requests for additional information directed in writing to RFP@pra.phila.gov through 3:00 PM on 8/29/2019. Questions, responses, and additional information will be posted on the PRA website within seven (7) business days after that date.

Related Parties

Applicants may submit only one Response to this RFP. Individuals or businesses that are legally related to each other or to a common entity may not submit separate Responses. The PRA, in its sole and absolute discretion, retains the right to reject any Response where:

1. Applicants or principals of Applicants are substantially similar or substantially related parties; or;
2. The PRA has determined that the Applicant has violated these conditions or the spirit of these conditions.

Submission Process

Responses will only be accepted in either of the following:

1. Online Submission – via the electronic portal on PRA's website (<https://philadelphiaredevelopmentauthority.org>); or
2. Hard Copy Submission – Submit 3 original copies of the Response and one electronic copy on a USB Flash Drive to the PRA via hand delivery or registered mail. Files on the USB Flash Drive may only be in Microsoft Word or Adobe PDF. Applicants may hand deliver or send their Response via registered mail to:

Jane Allen
Community Investment Group
Philadelphia Redevelopment Authority
1234 Market Street, 16th Floor
Philadelphia, PA 19107



Disqualification

Responses will be disqualified if:

1. They are submitted after the specified deadline;
2. They are submitted by some means other than the two formats listed above. For electronic Responses, the PRA website portal is the only means that will be accepted. Responses sent via email, Dropbox or other electronic venues will be disqualified;
3. If the Response is incomplete.

Bid Price

The PRA will award this Project to the Response determined to be the most responsive. Bid price is one of these criteria, though the Project will not necessarily be awarded to the lowest bidder.

Schedule

The timeline for this opportunity is as follows:

RFP posted	8/15/2019
Questions and requests for additional information due	8/29/2019
Responses due	9/16/2019
Applicant selected (estimate)	9/23/2019

PRA reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

Project Description/Scope of Work

As specifically detailed below, the PRA is seeking Applicants to provide general environmental consulting services and services related to the implementation and reporting requirements for a United States Environmental Protection Agency ("EPA") Brownfield's Assessment Grant ("Brownfields Grant") which was recently awarded to the PRA. The selected Applicant will be required to execute a Professional Services Agreement ("Agreement") with the PRA, which will be for a term of one year with three (3) successive one-year renewal terms, to be exercised at the sole discretion of the PRA.

The Applicants must be able to provide the following services:

1. Guidance to the PRA on various projects regarding compliance with Federal, State and Local environmental statutes, codes, rules, and regulations for PRA-owned properties and potential development projects;
2. Prepare Phase I and Phase II environmental site assessments and other due diligence environmental reports or documents (collectively, "Environmental Documents");
3. Coordinate, write, and submit all Brownfields Grant related reporting and database maintenance to the EPA for services performed including, but not limited to:
 - a. Quarterly progress reports;
 - b. Assessment Cleanup Redevelopment Exchange System ("ACRES") database maintenance/Property Profile Form;



- c. Remedial Action Program Plans (RAPPs) outlining a remediation plan on targeted locations;
 - d. Federal Finance Reports ("FFR");
 - e. Disadvantaged Business Enterprise ("DBE") reporting; and
 - f. Final Performance Reporting.
4. Coordinate community outreach including, but not limited to:
 - a. Developing educational materials for residents;
 - b. Co-leading community meetings with PRA and/or Department of Planning and Development ("DPD") staff; and
 - c. Co-developing mechanisms (e.g. surveys) for residents to communicate opportunities and concerns related to environmental remediation to PRA and/or DPD.
 5. Analyze Environmental Documents prepared by third-parties;
 6. Provide advice or give opinions regarding the recommendations made in the Environmental Documents and their compliance with Federal, State and Local environmental statutes and United States Department of Housing and Urban Development ("HUD") funding and environmental clearance requirements;
 7. Contact Pennsylvania ("PA") Department of Environmental Protection ("PADEP"), City of Philadelphia ("City"), and other regulatory authorities (collectively, "Regulatory Agencies") on behalf of the PRA regarding PRA -owned properties and potential development projects, if directed by the PRA;
 8. Perform site inspections to evaluate environmental conditions and determine any potential environmental issues;
 9. Recommend and/or perform any environmental testing and/or remediation requested by the PRA;
 10. Assist the PRA with obtaining environmental clearance from Regulatory Agencies when necessary; and
 11. Perform any other related services as may be requested by the PRA.

Submission Requirements

1. **Knowledge:** Please provide a summary of relevant experience with environmental rules and regulations including:
 - a. Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, the Toxic Substances Control Act, Hazardous Materials Transportation Act, Clean Air Act, Clean Water Act, Oil Pollution Act, Safe Drinking Water Act, Brownfields Utilization, Investment and Local Development Act, Small Business Liability Relief and Brownfields Revitalization Act, PA Solid Waste Management Act, PA Hazardous Sites Cleanup Act, PA Clean Streams Law, PA Storage Tank and Spill Prevention Act, PA Land Recycling and Environmental Remediation Standards Act, PA Industrial Sites Environmental Assessment Act, PA Uniform Environmental Covenants Act, and the PA Hazardous Material Emergency Planning and Response Act.
2. **Experience (Not to exceed two pages):** Please provide a summary of relevant experience including:
 - a. Completing Phase Is, Phase IIs, soil and groundwater site characterization, and geotechnical work to determine the nature and extent of contamination on target sites;
 - b. Supporting the administration and reporting requirements of EPA grants;
 - c. Coordinating community meetings and developing educational materials that clearly communicate the purpose and scope of grant funded environmental testing and remediation;



- d. Assisting developers receiving HUD funding to obtain HUD environmental clearance; and
 - e. Working with PADEP, City, and other regulatory authorities.
3. **Compensation:** Please include the hourly rates for the employees who will be assigned to this Project and their resumes.
 4. **Economic Inclusion (Not to exceed one page).** Provide a narrative describing Applicant's past performance in engaging certified Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and/or Disabled Business Enterprises ("DSBE") in subcontracting and in procuring goods and services; in addition, describe the Applicant's past performance in hiring local, diverse workforce, both in-house and with subcontractors. If Applicant is a Certified MBE, WBE or DSBE (collectively, "MWDSBE"); please submit information to confirm Certification as part of Response. Please include Agreement and workforce participation goals and achievements on previous projects. Provide a plan for meeting Agreement and workforce participation goals (subcontractors, etc.) for this Project.
 5. **Declarations and Other Information.** Response must also include the completed forms identified in the Declarations and Other Information below.

Evaluation & Selection

PRA intends to award this Project to the Applicant that best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner. PRA will evaluate Applicants based on the following factors:

Environmental testing knowledge and expertise	35 points
Experience administering and reporting on EPA grants	35 points
Organizational capacity	20 points
MWDSBE and local business inclusion	10 points

Events of Disqualification or Default

Subsequent to the selection of an Applicant, and before execution of the Agreement, the PRA may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by the selected Applicant;
2. Failure to proceed substantially in accordance with the Response as submitted;
3. Failure by the Applicant for any reason whatsoever to timely execute the Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Response, or subsequent thereto. For the purposes of this section, the PRA places particular importance on the information required by the Applicant's Philadelphia Tax Status Certification and Conflict of Interest Form and the Campaign Disclosure Forms;
5. Failure to provide in a timely manner the additional material required after selection throughout the PRA selection process.

Upon the happening of an event of disqualification or default by the selected Applicant, PRA shall have the right, at its election, to:



1. Rescind its selection; or
2. Declare null and void the Agreement that may already have been executed.

Declarations and Other Information

Economic Opportunity Plan: The PRA strongly encourages and promotes the employment of qualified MWDSBE firms in all aspects of its procurement of goods and services. If applicant is a Certified MWDSBE; please submit information to confirm Certification as part of your Response.

Tax Clearance and Conflict of Interest Form: Applicants, upon request of the PRA, must provide evidence satisfactory to the PRA that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual Applicant and the Applicant's firm and that neither is currently indebted to the City; will at any time during the term of the Agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment A) and submit it with your Response.

Campaign Contribution Disclosure Forms: Please complete the applicable disclosure forms (Attachment B) and submit with your Response.

Insurance Requirements: Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment C with your Response. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so in your Response and the PRA will consider any deviations from the insurance requirements on a case-by-case basis.

By submitting a Response in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PRA may exercise in its sole discretion the following rights; and (iii) the PRA may exercise the following rights at any time and without notice to any Applicant:

1. to reject any and all Responses;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new Responses;
6. to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all Responses;
8. to negotiate any aspect of a Response, including price;
9. to terminate negotiations regarding any and all Responses at any time;
10. to expressly waive any defect or technicality in any Response;
11. to rescind a selection prior to Agreement execution if the PRA determines that the Response does not conform to the specifications of this RFP;
12. to rescind a selection prior to Agreement execution if the PRA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of an Applicant or Response was not in conformity with law or with the legal obligations of the PRA;



13. in the event an Agreement is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the Agreement liability insurance in an amount to be determined prior to the award of any Agreement;
14. in the event an Agreement is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PRA;
15. in the event an Agreement is awarded, all Applicants agree that no portion of performance of the Agreement shall be subcontracted without the prior written approval of the PRA; and
16. each Applicant agrees to indemnify, protect and hold harmless the PRA from any and all losses, injuries, expenses, demands and claims against the PRA or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (ii) the delivery by the Applicant to the PRA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's Response. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

The PRA is under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the PRA to Applicant or the Project. In no event shall the PRA be responsible for any cost, expense or fee incurred by or on behalf of Applicant in connection with the RFP. Applicant shall be solely responsible for all such costs, expenses and fees.

NOTICE: The PRA is subject to the Pennsylvania Right to Know Law. Any information provided in your Response to this RFP may be subject to disclosure to the public. Documents provided in response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.

