

DCNR-2018-Plan
Plan-GPM – 1 Rev. 1-13

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION



Request for Proposals (RFP)

ANNOUNCEMENT

REQUEST FOR PROPOSALS (RFP)

BIG SEWICKLEY CREEK WATERSHED RIVERS CONSERVATION & STEWARDSHIP PLAN

Allegheny Land Trust, in conjunction with Bell Acres Borough [Allegheny County, Pennsylvania] is accepting proposals for a one-time contract to perform certain professional (consulting) services work for **Allegheny Land Trust** involving Public Outreach and Participation. Attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contract.

Sealed proposals (two copies), must be received by **Alyson Fearon** at Allegheny Land Trust offices, no later than 15 February, 2019, at 5 P.M., EST. If mailed, the proposal should be addressed to:

Allegheny Land Trust
BSCW-RCSP c/o Alyson Fearon
416 Thorn St.
Sewickley, PA 15143.

If additional information is needed, please contact **Alyson Fearon, Community Conservation Director** at **412.741.2750 x 204 (o) or 314.556.4892 (c)**.

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SECTION 1. BACKGROUND

The Public Outreach Consultant is supporting Allegheny Land Trust's work in developing a Rivers Conservation & Stewardship Plan for the Big Sewickley Creek Watershed. For background on the plan continue reading, to understand the Scope of Work please skip to SECTION 3 on page 4.

Purpose Statement: To produce a Rivers Conservation and Stewardship Plan for the Big Sewickley Creek Watershed (BSCW) that results in a better public understanding of the watershed's natural and cultural assets; threats to water quality and property due to flooding, identify conflicting interests and resolutions to those conflicts, and opportunities to maintain the watershed as a beautiful and healthy place to reside and recreate.

Background: The BSCW encompasses approximately 46 square miles, and parts of ten boroughs and townships and part of three counties are in the watershed. Economy Borough (Beaver Co.) and Marshall Township (Allegheny Co.) have jurisdiction over the largest land area in the watershed. The headwaters reach as far east as Bradford Woods and Cranberry. The main stem of the creek itself is considered the boundary between Allegheny and Beaver Counties for the majority of its course to its mouth at the Ohio River between Leetsdale and Ambridge. The stream is also the boundary between several municipalities. Given the number of municipal jurisdictions within the watershed and the lack of any known formal coordination of land use and zoning among them, the watershed remains in a relatively rural condition.

Statement of Need: The most significant change in land use over the past several decades that has been introduced into the watershed is unconventional Marcellus well pads in Economy Borough. A well pad on Hoenig Road is operational and another on Amsler Ridge Road is proposed to start operations in March of 2019. This development introduces new industrial operations and activities into the watershed and communities beyond Economy where the well pads are located. Upstream development creates additional runoff that can impact downstream properties, stream bank conditions and the volume and velocity of water flowing in the channel. Obstructions to the free flow of water can cause flooding, property damage, landslides and damage to public infrastructure.

- Water quality ranges from "Excellent" in some tributaries to "Poor" in others as determined by the 2010 Big Sewickley Creek Biological Assessment, Restoration and Protection Plan conducted by Blazosky Associates Inc.
- The BSCW is the host to one of the largest designated Natural Heritage Areas in Allegheny and Beaver Counties. At least 3 Species of Special Concern have been found in the BSCW, or adjacent Little Sewickley Creek Watershed. A large great blue heron rookery exists along the creek, and 107 bird species have been identified in Linbrook Park.
- A BSCW Association has come and gone over the recent years.

A **prescriptive** plan is needed to investigate and address these and other matters, and to conceive recommendations to change the trajectory of activities that degrade the water and land resources; and to identify and recommend existing and new actions to support the activities that protect or maintain the attributes of the watershed such as its scenic rural character, recreational assets, wildlife habitat, water quality and the quality of life.

Rivers Conservation Plan Goals:

1. Raise awareness and increase cooperation among 10 municipalities in the watershed to view the watershed as a natural planning unit.
2. Locate unique or exceptional recreational, cultural, natural amenities in the watershed and develop realistic strategies to protect them
3. Improve the natural flow of water
4. Identify natural lands that contribute to the watershed's recreation potential, natural beauty, water quality and flood control, and wildlife habitat.
5. Maintain water quality and reduce flood risk
6. Petition to have BSCW placed on the PA Rivers Registry

This project is partially funded by a grant from the Community Conservation Partnership Program administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by Allegheny Land Trust and its contracted consultant. This Request for Proposals (RFP) has been prepared to meet these requirements and standards. The Bureau will monitor the project. Certain documents and drafts of documents will be subject to review and approval by the Bureau.

DCNR's grant agreement number is BRC-RCP-23-172.

SECTION 2. GENERAL TERMS

- **Allegheny Land Trust** reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the project.
- The contract is subject to the approval of the **President & Chief Executive Officer, Allegheny Land Trust** and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for **Allegheny Land Trust** review and approval for 60 days from the deadline for submitting proposals.
- If only one proposal is received by **Allegheny Land Trust**, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- The proposer is encouraged to add to, modify or clarify any scope of work items it deems appropriate to develop a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed must accomplish the goals and work stated below.

SECTION 3. SCOPE OF WORK

Allegheny Land Trust seeks to hire an external consulting firm to conduct and/or assist with portions of the Public Outreach and Participation needs of the Big Sewickley Creek Rivers Conservation Plan. The resulting Plan is expected to meet all DCNR minimum requirements listed below, some of which will be completed by Allegheny Land Trust and some to be completed by the Consultant, with assistance from Allegheny Land Trust staff persons, as specified in the narrative below.

DCNR Public Participation	Responsible Party
Minimum Requirements:	
1.a. Conduct 3 Study Committee meetings	<i>Allegheny Land Trust</i>
b. Conduct 3 public meetings with representatives from impacted municipalities, local leaders, neighborhood and community groups and adjacent property owners.	Public Outreach Consultant
2. Survey residents as to what they consider to be the most important lands to protect as green space and how much they would be willing to contribute annually to protecting land if their donation was matched. These can be recreational hot spots like fishing holes, hiking or bridle trails, scenic landscapes or historical sites that capture the cultural heritage of the watershed.	Public Outreach Consultant
3. Conduct 6 – 10 key person interviews. The Study Committee will help to identify the key people.	Public Outreach Consultant
4. Create social media presence for the project, i.e. Website, Facebook Page, Next Door, etc.	<i>Allegheny Land Trust</i>
5. Advertise and conduct one watershed awareness and education event	<i>Allegheny Land Trust</i>
6. Provide a written summary of the public participation process results.	Public Outreach Consultant

All proposals must address the methods the Consultant will apply in order to present a clear outreach plan and vision to Allegheny Land Trust. Please address the clarifying criteria for the following items:

DCNR Requirement #1. The consultant will provide detailed information on how the multi-municipal public meetings will be held to maximize participation for residents of all 10 watershed boroughs and townships.

DCNR Requirement #2. The consultant will develop and review all content and methods of survey with Allegheny Land Trust with a minimum participation target of 500 (five hundred) HOUSEHOLDS; and a contingency plan in case of low participation, insufficient coverage or sample sizes, confusion on survey content, etc.

DCNR Requirement #3. The consultant will develop a key person interview questionnaire for approval by Allegheny Land Trust. Allegheny Land Trust will provide a key staff person to attend the interviews, or acknowledge in writing their attendance is not required.

DCNR Requirement #6. The Consultant is expected to conduct each aspect of outreach simultaneously, and be completed and with written summary provided no later than 31 December, 2019.

SECTION 4. CONSULTANT QUALIFICATIONS

Please see Consultant Qualifications located here:

http://www.docs.dcnr.pa.gov/cs/groups/public/documents/document/dcnr_006103.doc

SECTION 5. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).
- The firm's contact person and telephone number.

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP; advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each individual in relation to the work. NOTE: DCNR requires that the project consulting team have the qualifications listed in the DCNR document entitled "Consultant Qualifications" (see Section 4 above).
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents. All Outreach Activities, Contingencies and the Final Report must be completed BEFORE 31 Dec., 2019.

E. Cost

For each major work element, the costs must be itemized showing:

- For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked
- The reimbursable expenses to be claimed

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

If awarded a contract, the firm may not change the staffing assigned to the project without approval by **Allegheny Land Trust**. However, approval will not be denied if the staff replacement is determined by **Allegheny Land Trust** to be of equal ability or experience to the predecessor.

F. Contract

See Section 7 below for the contract form and the document entitled, "Nondiscrimination/Sexual Harassment Clause" that DCNR requires to be attached to and incorporated in the contract as an appendix (labeled Appendix A in this RFP).

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work
- The expertise and professional level of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data
- The understanding of the target population
- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

C. Cost

The following factors will be considered:

- Competitiveness of Hourly Rates to Industry Standard
- Task Assignments to Staff Role
- Clear and reasonable reimbursement expense

D. Oral presentation

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

APPENDIX A
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- 3.** The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
- 4.** The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- 5.** The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 7.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 8.** The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place

the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (2/24/15)

**DCNR-2016-Gen
Gen-GPM – 1 Rev. 12-15**