

REQUEST FOR PROPOSALS  
ENVIRONMENTAL REVIEW CONSULTANT



CITY OF ROCK HILL  
ROCK HILL, SOUTH CAROLINA  
August 10, 2009

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## **I. Purpose:**

The City of Rock Hill (City) is seeking proposals from an individual consultant or consulting firm (firms) to provide environmental review services as required by the Title 24 CFR Part 58 of U.S Department of Housing and Urban Development (HUD). The City Manager's Office desires the right combination of knowledge of environmental review procedures for HUD funded projects, regulatory and statutory compliance awareness, and familiarity with City's geographic and demographic characteristics.

Overview: The City of Rock Hill strives to provide safe, decent, affordable housing, a suitable living environment and economic opportunities specifically for people of low or moderate income. Funding for most of these programs is HUD Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME).

Purpose: To eliminate a duplicative bid process for individual environmental consultants for the City Manager's Office as well as any HUD-funded initiatives as current and new initiatives are established. Streamlining the consultant award process will allow the City to maintain HUD compliance and provide efficient access to obtain approval of a Request for Release of Funds.

## **II. Scope of Work**

Below are specific deliverables and services in the following priority order:

1. Format II Environmental Assessment (EA) as required by the U.S. Department of HUD environmental regulations at 24 CFR part 58 which implements the National Environmental Policy Act (NEPA); EA for individual site specific projects as determined by the City Manager's Office's level of environmental review.
  - EA requires compliance with:
    - a. Statutes, Executive Orders, and Regulations listed at 24 CFR part 58.5
    - b. Other Statutes, Executive Orders, and Regulations listed at 24 CFR part 58.6
    - c. Consideration of Environmental Impacts
    - d. Assessment Documentation
  - EA requirements:
    - a. Site conditions – present and future
    - b. Documentation of all potential environmental impacts – negative and positive
    - c. Documentation of compliance
    - d. Mitigation options
    - e. Alternatives analyses
    - f. Finding(s)

### **Time Requirements:**

The Format II Environmental Assessment completed as needed per project/initiative.

**Products:**

The consultant or management firm will produce a qualified Format II Environmental Assessment as required by the U.S. Department of HUD environmental regulations at 24 CFR part 58 which implements the National Environmental Policy Act (NEPA).

**Minimum Qualifications:**

The selected consultant/firm must have demonstrated successful experience with HUD environmental review procedures, and federal laws and authorities. The consultant should have a minimum of three years prior experience and preferably should have experience working with HUD-funded Entitlement Cities.

**Reports:**

The bidder must make available three (3) copies of all deliverables to the City Manager's Office as scheduled unless advised in writing of a change in schedule.

**III. Terms and Conditions for Submission of Proposals**

All submittals shall become the property of the City Manager's Office and the City of Rock Hill and are subject to Freedom of Information Act (FOIA) regulations.

**Proposal Inquiries:**

All inquiries concerning the RFP shall be made in writing via mail or email no later than August 31, 2009, citing the RFP Title, Section and Paragraph, and shall be submitted to:

Tracy Smith  
City Manager's Office  
P.O. Box 11706  
Rock Hill, SC 29731  
[tsmith@cityofrockhill.com](mailto:tsmith@cityofrockhill.com)

Individuals and/or firms that intend to submit a response are prohibited from contacting the Mayor of the City of Rock Hill, City of Rock Hill Council Members, administrative personnel and/or employees of the City Manager's Office or City of Rock Hill, other than the specified contact person, regarding this RFP.

All inquiries must be received no later than the date specified in this section. Inquires received after this date and time will be considered non-responsive and therefore, not eligible for consideration. An official written response will be provided to all questions meeting these requirements.

Any proposal determined to be non-responsive to the specifications or other requirements of this RFP, including instructions governing format, may be disqualified without evaluation. The City

Manager's Office shall reserve the right to clarify and seek supplemental information to any proposal submitted.

**Calendar:**

The following is the tentative time schedule for the selection of a vendor to provide the services described herein. All dates are subject to modification by the City Manager's Office:

Issuance of RFP	August 10, 2009
Inquiries Deadline	August 31, 2009
RFP Response Deadline	September 11, 2009 @ 3:00 p.m.
Approximate Contract Award Date	September 25, 2009
Approximate Start Date	October 1, 2009

The City reserves the right to change the schedule of events as it deems necessary. In the event of a major date change, the City may notify known Vendor participants. The City Manager's Office also reserves the right to issue addenda to this RFP up to seven days before the bid date as needed to clarify the City's desires or make corrections. The Vendor will acknowledge receipt of all addenda in their proposals.

**Financial Responsibilities:**

The respondent understands and agrees that the City Manager's Office shall have no financial responsibility for any costs incurred by the respondent in responding to this RFP.

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. The City Manager's Office shall approve subcontractor(s) prior to signing the contract.

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible vendors and without effort to preclude the City Manager's Office from obtaining the best possible competitive proposal.

**Number of Response Copies:**

Please submit three (3) copies of your response by mail or hand deliver to:

Tracy Smith  
City Manager's Office  
155 Johnston Street  
PO Box 11706  
Rock Hill, SC 29731

**Disqualification of Proposals:**

- A. Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.

- B. Non-responsive Proposals: Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in incorrect format.
- C. Collusion: Collusion by two or more bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposal or termination of a contract.

**Respondent's Conditions:**

Any conditions, assumptions, or expectations on the part of the respondent for performance by the City Manager's Office must be stated. The City Manager's Office is not obliged to consider the respondent's post-submittal terms and conditions.

**Right of Rejection by the City Manager's Office:**

Notwithstanding any other provisions of this RFP, the City Manager's Office reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City Manager's Office and the City of Rock Hill. Furthermore, it is within the right of the City Manager's Office to reject responses that do not contain all elements and information requested in this document.

**Contract Negotiations:**

After a review of the responses, the City Manager's Office intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, contract awards may be for segments, phases, or specific tasks associated with a proposal. The City Manager's Office reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Vendors are therefore encouraged to detail the pricing associated with their proposal so that costs are indexed to specific tasks or project phases. This will allow the City Manager's Office to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so.

If a contract is not finalized in a reasonable time period, the City Manager's Office will reopen negotiations with the next highest ranked consultant or firm.

**Award of Contract(s):**

The respondent to whom the contract(s) is/are awarded shall be required to enter into a written contract in a form approved by the City Manager's Office. This RFP and the response, or any part thereof, may be incorporated into and made a part of the final contract.

### **Contract Duration:**

The contract is expected to be for an engagement of approximately one year. The City Manager's Office reserves the right to renew contracts on an annual basis.

### **Contract Termination:**

The City may terminate the contract at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in its budget to pay the firm for the requested services.
2. The firm fails to perform any of the services required within the contract.
3. For the convenience of the City, in the City's discretion, for any reason whatsoever. In the event the contract is terminated under any of the other grounds enumerated herein and later appropriately and finally determined by an authorized process to be erroneous, such termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or erroneously terminated upon any of the other grounds enumerated herein, the firm's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.
5. Force majeure.
6. Upon expiration of the contract term.

## **IV. Essential Elements of Proposal**

Proposals must include and will be evaluated on the following:

### **Part I – Cover Letter**

The response should contain a cover letter and introduction, including: the company name and address, email address and the name and telephone number of the person or persons authorized to represent the respondent regarding all matters related to the response. The cover letter should also contain the following statement:

*"I have read the City Manager's Office Request for Proposals (RFP) Environmental Review Consultant and fully understand its intent. I certify that I have adequate personnel, equipment, and facilities to provide the City Manager's Office with the requested services and I have indicated I can meet the terms of the RFP. I understand that my ability to meet the criteria and provide the required services shall be judged solely by the City Manager's Office.*

In addition, the cover letter must certify that:

1. The response is genuine, and is not a fraud or collusive.
2. The response is not made in the interest of or on the behalf of any person not named therein.
3. The bidder has not directly or indirectly induced or solicited any person to submit a false or fraud response or to refrain from submitting a proposal.
4. The bidder has not in any manner sought by collusion to secure an advantage over any other respondent.
5. The bidder has thoroughly examined the RFP requirements and proposed fees cover all the services that we have indicated.
6. The bidder acknowledges and accepts all terms and conditions included in the RFP.
7. The bidder agrees to provide management consultant services in a manner acceptable to the City Manger's Office and as stipulated in the RFP and subsequent contract.
8. The bidder and key professional do not have or anticipate a potential conflict of interest with the City Manager's Office or the City of Rock Hill.

A person authorized to bind the firm to all commitments made in its response shall sign this letter.

## **Part II – Technical Proposal**

The bidder must include a narrative outlining the consultants' qualifications and capacity to provide the requested services. The response must include the following:

1. Provide an overview of your firm's services and management approach. The narrative should demonstrate the bidder's ability to customize services to the clients need.
2. Provide a proposed timeframe for the project milestones.
3. Identify key staff assigned to this engagement and provide resumes/biographies.
4. Provide five references, include name of client, address, and phone number. Please briefly describe the nature of the engagement/project.
5. If applicable, provide a list of public sector clients, including state agencies, authorities, and municipalities. Include at least one such client on your reference list.

## **Part III – Cost Proposal**

The Cost Proposal should include:

1. Overall budget
2. Staff rates per hour and estimated total hours for each person assigned to the engagement.
3. Other expenses or costs associated with the performance of this contract.

## **Part IV – Proposal Forms**

The forms on pages 10-11 must be completed and submitted with your proposal response.

## **V. Evaluation Criteria**

The factors to be used in evaluating the responses will include the following:

1. **Professional Qualifications:** Firm must demonstrate professional qualifications to conduct Format II Environmental Assessments in accordance with Federal and State requirements.
2. **Approach to Project:** Overall soundness of proposal's project plan.
3. **Timeliness:** Ability of the firm to provide services in a timely manner.
4. **Minority Participation:** Participation by small, minority, woman, Labor Surplus Area firms, and/or Section 3 (local area) businesses.

Fees and compensation will be an important factor in the evaluation of responses. However, the City Manager's Office is not required to select the low cost bidder, but may select the bid that demonstrates the "best value" overall, including proposed alternatives, and meets the objectives of this RFP. City Manager's Office reserves the right to negotiate a change in any element of contract performance or cost identified in the RFP.

**INDEMNITY PROVISION**

CONTRACTOR (or Lessee or Vendor) assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of the work/service by the Contractor, his subcontractors, agents, and employees, including losses, expenses, damages sustained by City, and agrees to indemnify and hold harmless the City, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, contractor agrees to purchase and maintain during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Above provision specifically applies to the contract dated \_\_\_\_\_  
between the City of Rock Hill and \_\_\_\_\_ for  
\_\_\_\_\_  
(contractor)  
\_\_\_\_\_  
(service or products)

NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

**Professional Liability Endorsement (E-4)**

CITY OF ROCK HILL  
ATTN: Risk Management Division  
Post Office Box 11706  
Rock Hill, SC 29731

A. Policy Information

1. Insurance Company \_\_\_\_\_; Policy Number \_\_\_\_\_
  2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_; Endorsement Effective Date \_\_\_\_\_
  3. Named Insured \_\_\_\_\_
  4. Address of Named Insured \_\_\_\_\_
  5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_
  6. Deductible or Self-Insured Retention (Nil unless otherwise specified):  
\$ \_\_\_\_\_
- 

B. Policy Amendments

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be as addressed as shown in the heading of this endorsement.
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C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name) warrant that I have authority to bind the above listed insurance company and by my signature hereon do so bind this company.

Signature of: \_\_\_\_\_  
Authorized Representative (original signature required on endorsement furnished to the City)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

BEST RATING OF THIS INSURER: \_\_\_\_\_