## HORSHAM TOWNSHIP AUTHORITY FOR NAS JRB WILLOW GROVE

PROPOSAL #: HLRA 09-01

## PROPOSAL CLOSES: 1500 HOURS (3:00 PM EDST) JUNE 19, 2009

THE INTENT OF THIS REQUEST FOR PROPOSAL IS TO OBTAIN A CONSULTANT TO AID THE AUTHORITY IN THE PREPARATION OF A REDEVELOPMENT PLAN AND HOMELESS ASSISTANCE SUBMISSION FOR THE SURPLUS PROPERTY OF NAS JRB WILLOW GROVE

## REQUEST FOR PROPOSAL ECONOMIC DIVERSIFICATION PLAN, SURPLUS PROPERTY REDEVELOPMENT PLAN, AND HOMELESS ASSISTANCE SUBMISSION FOR THE OFF SITE HOUSING OF NAS JRB WILLOW GROVE

The Horsham Township Authority for NAS JRB Willow Grove (HLRA) is requesting proposals from professional firms to provide an Economic Diversification Plan, Surplus Property Redevelopment Plan, and Homeless Assistance Submission for the off site housing of NAS JRB Willow Grove.

Guidelines detailing form and content requirements for the proposal can be requested by contacting the undersigned and are also available by downloading them from our website at <u>www.hlra.org</u>. Firms desiring consideration should provide unbound original plus (10) copies of their proposal.

Proposals must be delivered to the HLRA at the address listed below no later than 1500 hours (3:00 p.m.) on June 19, 2009, in order to be considered.

#### No Proposals will be received after the indicated date and time.

All proposals must be in sealed envelopes reflecting on the outside thereof HLRA Redevelopment Planning Consultant Proposal.

All proposals should be addressed as follows:

Horsham Township Attn: Michael J McGee, Executive Director 1025 Horsham Road Horsham, PA 19044

> Michael J McGee HLRA Executive Director Tel: (215) 643-3131 Fax (215) 643-0448 mmcgee@horsham.org

## GUIDELINES FOR RESPONDING TO REQUEST FOR PROPOSAL FOR ECONOMIC DIVERSIFICATION PLAN/SURPLUS PROPERTY REDEVELOPMENT PLAN, AND HOMELESS ASSISTANCE SUBMISSION FOR OFF SITE HOUSING AT NAS JRB WILLOW GROVE

The purpose of this Request for Proposal is to provide interested consultants with guidelines and information to enhance their submission of proposals on the project entitled "Economic Diversification Plan, Surplus Property Redevelopment Plan, and Homeless Assistance Submission for the off site housing at NAS JRB Willow Grove."

It is expected that the consultant's contract will consist of fixed costs for all work associated with the service. Please detail all costs associated with delivering the requested services in your proposal.

Services of the consultant shall be under the general direction of the HLRA Executive Director or the appointed representative, who shall act as the HLRA representative during the performance of the scope of work. A copy of the Scope of Work is attached.

The resulting contract will be subject to all applicable Federal and Pennsylvania state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

Any information determined to be confidential that is provided to or developed by the consultant in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the consultant without prior written approval by the HLRA.

The term of this contract will be until delivery of the plan in accordance with the attached scope of work.

The HLRA reserves the right to accept or reject any or all statement of qualifications and proposals or to waive any informality existing in any proposal, or to accept the proposals which best serves the interest and intent of this project and is from the most responsive and responsible firms.

An unbound original and ten (10) copies of the proposal will be required with all copies having been signed by the company official with the power to bind the company in its proposal. All must be completely responsive to the Request for Proposal guidelines for consideration.

The content of the statement of qualification of the successful firm will become a basis for contractual negotiations.

The selected consultant shall be required to assume responsibility for all services offered in the proposal.

The selected consultant will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated.

**Public Entity Crime Information** –A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being place on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposal, is not subject to an appeal process at any time during the solicitation period.

## Proposals MUST be submitted in the format described below:

- 1. Letter of interest including information on location of the firm's office that will be the lead office for this contract.
- 2. Executive Summary Briefly summarize the proposal, identify and break down costs
- 3. **Business Credentials** Provide a synopsis of the consultant's qualifications, to include specific capabilities of the firm.
- 4. **Registration** State all licensing/ registration qualifications of the consultant's personnel and business office. Provide copies of same.
- 5. **Specific Accomplishments** Provide a listing of governmental agencies with a description of the work performed by the consultant representative of the type of work proposed under this Request for Proposal. The list should include only projects that had significant input from individuals who will be assigned to work on behalf of the HLRA.
- 6. List at least 3 comparable governmental agencies which your firm has contracts to perform similar work.
- 7. List the public sector work that best illustrates the experience of the firm and current staff which is being assigned to this contract. (List no more that 10, none of which were completed more than five (5) years ago.) For each please provide the following:

- A. Name of the client, including contact person's name, address, email address, and telephone number.
- B. The nature of the work performed.
- C. Key professionals involved and the roles played.
- 8. **Project Management Organization** The consultant must identify key personnel to be assigned to this work and provide a resume of their qualifications, education, and experience.
- 9. **References** List five (5) reference representatives of related past experience to include a contact person, affiliated company name, telephone number, email address, and brief description of the duties.
- 10. Additional Information & Comments The contents under this heading are to be left to the discretion of the consultant. Material must be pertinent to the proposal and not otherwise required in the Request for Proposal.
- 11. **Non-Collusion Affidavit of bidder** All respondents must execute and submit with their proposal a Non-Collusion Affidavit.

# Note: For proposer's convenience, this certification form is enclosed and is part of the bid package.

- 12. **Insurance** The successful Consultant will be required to provide a certificate of insurance naming the HLRA, HLRA officials, and employees as additional insureds in the amounts as listed in that attached insurance requirements. Said insurance shall be issued and in full force and effect during the contract. All respondents must acknowledge their ability to satisfy this requirement in their proposal.
- 13. Affidavit accepting provisions of Workmen's Compensation Act All respondents must execute and submit with their proposal this affidavit. All respondents must acknowledge their ability to satisfy this requirement in their proposal.

## Note: For proposer's convenience, this affidavit is enclosed.

14. **Nondiscrimination Clause** – All respondents must execute and submit with their proposal the nondiscrimination clause.

Note: For proposer's convenience, this nondiscrimination clause is enclosed and is part of the bid package.

15. **Indemnification-** To the fullest extent permitted by Federal and state law, Contractor shall indemnify and hold harmless the HLRA, its officers, member entities, and employees from liabilities, damages, losses, defense costs, and costs including but not limited to reasonable attorney fees, to the extent caused by negligence, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement. Indemnification form must be provided to the HLRA.

Note: For proposer's convenience, this certificate form is enclosed and is part of the bid package.

**Evaluation/Selection of Proposals**- The statement of proposal will be reviewed by the HLRA. The HLRA will select those firms deemed to be most responsive and hear presentations by those firms. Consultants may include additional information as they deem appropriate to demonstrate their qualifications and experience.

The HLRA will evaluate all proposals received and:

- 1. Prepare a listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum criteria based upon qualifications and conduct discussions with those firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:
  - a. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the HLRA.
  - b. Firm's reputation and competence, including technical education and training, experience in projects outlined in the RFP, availability of adequate personnel, facilities, and the extent of repeat business of the firm.
  - c. Knowledge and expertise in land development, master planning, and phasing of lands for development.
  - d. Demonstrated expertise in performing economic analysis, ROI, cost benefit, and other financial analysis in evaluating the development and phasing schedules.
  - e. Engineering expertise in evaluating infrastructure requirements and scheduling of capital infrastructure based on land development phasing schedules.
  - f. Ability to develop a phased implementation plan, taking into account land and infrastructure requirements to fit anticipated market conditions.
  - g. Computer-aided-drafting (CAD) capabilities of consultant.
  - h. Select, refine, and recommend a preferred alternative and a plan of action.
  - i. Qualifications of personnel to be assigned to the program and to the work.
  - j. Experience with programs similar in size and scope to those herein proposed.
  - k. Cost will also be a consideration, though not the sole or primary basis for selection.

- 2. Review of all proposals received will proceed as follows:
  - a. The HLRA will review all written documents submitted.
  - b. The committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience and current workload.
  - c. The HLRA will select a short-list of firms based on the selection considerations and will be invited to make a presentation using members of their proposed team. The presentations will be limited to one hour and may be supplemented with visual aids and photos.
- 3. The Executive Summary shall inform the HLRA as to the terms, conditions, and costs associated with the contracts.
- 4. Upon approval of the agreement by the HLRA, execution of a formal written agreement prior to commencement of the work associated with the contract.
- 5. Direct contact one-on-one with the HLRA is not recommended. Selection will be on the basis of qualifications and experience. The HLRA will evaluate and rank all proposals meeting the minimum submission requirements.

## **PROPOSAL OPENING**

The proposal opening shall be public on the June 19, 2009 at 1500 hours (3:00 PM EDST) in the Horsham Township Municipal Building at 1025 Horsham Road, Horsham PA 19044. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place. Proposals by telegram, facsimile, electronically, or telephone are **NOT** acceptable. The proposals will not be discussed and/or reviewed. The discussion and review of all proposals will take place at a meeting of the HLRA's Bucks County Housing Committee at a time and place to be determined. All consultants will be notified of the time and place prior to the meeting.

## **RIGHT TO WAIVE AND REJECT:**

A. The HLRA, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the HLRA, to complete or perform a contracted project in a timely fashion or has failed in any other way, in the opinion of the HLRA, to perform a prior contract in a satisfactory manner.

- B. There is no obligation on the part of the HLRA to award the proposal to the lowest proposer, and the HLRA reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the HLRA, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. The HLRA shall be the sole judge of the proposal and the resulting negotiated agreement that is in the best interest of all jurisdictions represented.
- C. The HLRA reserves the right to waive any informality or reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

### **DISQUALIFICATION OF PROPOSERS:**

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the HLRA until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the HLRA might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The HLRA may reject any proposal of a proposer that has failed, in the opinion of the Authority, to complete or perform a contracted project in a timely fashion or has failed in any other way, in the opinion of the HLRA, to perform a prior contract in a satisfactory manner.

#### DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract to provide goods or services to a public entity for the construction or repair of a public building or public work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **EFFECTIVE DATE**

The effective date of this contract would be effective upon signing a contract agreement by both parties.

## PAYMENT

The Contractor shall be paid monthly upon submission of invoices, through the grantee, the HLRA. All invoices must show the contract number.

## **ADDITIONAL INFORMATION**

Any questions should be directed to Michael J McGee, HLRA Executive Director at 215-643-3131 or <u>mmcgee@horsham.org</u>. Any changes by the HLRA to specifications shall be in writing in the form of an addendum and furnished to all proposers. **Proposers <u>must</u> understand that** they are not allowed to contact the HLRA board members for information. In no instance, is the contractor to discuss cost information contained in a proposal with the HLRA point of contact or any other staff prior to proposal evaluation.

## Scope of Work Redevelopment Planning Consultant

#### Horsham Township Authority for NAS JRB Willow Grove (HLRA)

#### Introduction

The military off base housing located in the County of Bucks is the only surplus property resulting from the BRAC action closing NAS JRB Willow Grove (Willow Grove). The Willow Grove off base housing consists of two non-contiguous land parcels. The Shenandoah Woods housing area currently encompasses 51 acres inn Warminster Township. The housing area on Jacksonville Road contains six small houses which cover 2.5 acres in the Borough of Ivyland. Both of the housing areas were built prior to 1974. The Military units located at Willow Grove are expected to relocate in 2011 and Willow Grove was scheduled for closure in under the 2005 Base Realignment and Closure Act (BRAC) approved by Congress in November 2005. All Willow Grove property with the exception of the off base housing will be transferred to the Air Force for subsequent transfer to the Commonwealth of Pennsylvania as the result of federal legislation. Pennsylvania will utilize the property as a Joint Interagency Installation. The off base housing has anticipated availability for conveyance September 2011.

The Horsham Township Authority for NAS JRB Willow Grove (HLRA) executive board is comprised of nine members; two members from Horsham Township Council, one member each from the Hatboro Horsham School District, Horsham Industrial and Commercial Development Authority, Montgomery County Development Authority, Bucks County, Montgomery County, the Horsham business community and one citizen at large . At the time its' formation the HLRA expected the Navy to declare all Willow Grove property (in excess of 800 acres) to be declared surplus and several sub committees were created. One of the sub committees created was the Bucks County Housing Committee. This committee was created to develop the portion of the redevelopment plan pertaining to the off base military housing. Given that the off base housing is the only surplus property this committee will prepare the redevelopment plan with the assistance of a planner for the executive board's consideration. The HLRA was recognized by the Department of Defense on March 10, 2006 as the single entity responsible for developing a region/community based comprehensive redevelopment plan for all the Willow Grove surplus property.

The ownership of the off base housing was transferred to Willow Grove in 1999 from the former Naval Air Warfare Center (NAWC) Warminster. These housing assets known as Jacksonville Road and Shenandoah Woods are located between six and eight miles away from Willow Grove. The enclave identified as Jacksonville Road is an assemblage of six separate residential lots with frontage alongside Jacksonville Road between Bristol Road and Street Road in Ivyland Borough. The Shenandoah Woods townhouse development consists of 199 units, which were constructed in 1974 and occupy a 51 acre, park like site with playground, basketball and other recreational facilities, approximately eight miles east of Willow Grove. The site is provided full utility service through Warminster Township. The preparation of a reuse plan will require careful analysis for redevelopment activities to merge with the existing economic fabric of the region/local community.

The HLRA seeks to hire a qualified BRAC Consultant to assist the LRA in developing a Redevelopment Plan and a Homeless Assistance Submission for the surplus property. The Navy advertised the surplus property in the Federal Register on January 2, 2009. The HLRA advertisement announcing the property's availability appeared in the local newspaper on January 30, 2009 and established July 15, 2009 as the date upon which all NOIs must be submitted. Thus per BRAC statue, the HLRA's Homeless Assistance Submission and Reuse Plan must be submitted to the Department of Housing and Urban Development (HUD) and the Department of the Navy (DON) within 270 days of the NOI due date, i.e. by April 11, 2010.

## Scope of Work (Tasks)

The LRA will require the assistance of a consulting firm to accomplish the following Scope of Work (SOW):

Task 1: Target Market Study/Economic Diversification Plan:

The first step in the reuse planning process will require an assessment of the BRAC impacts caused by the closure of Willow Grove. In consideration of the economic impact and labor force, the first deliverable is a Target Market Study which will describe the key issues that have a bearing on the area's economic success and their ability to diversify the economy. A second deliverable is implementation of the Target Market Study by providing Strategies to Diversify the Economy, focusing on what the affected jurisdictions can do to enhance the area's ability to succeed in attracting and expanding targeted industries and diversifying the economy. The results of the study and plan will be used to determine the best reuse of the off base housing sites and will compliment the Redevelopment Plan.

In Task 1, the Consultant will, but will not be limited to the following:

- 1.1. The consultant will collect and evaluate existing available data, studies, and reports related to the Willow Grove closure and the declaration of surplus of the off base housing. Collaboration with the Horsham Joint Interagency Installation, Bucks and Montgomery County, Ivyland and Warminster official, and base officials will be required. Using existing studies and publicly available data sources; the consultant will develop a Target Market Study, a Strategy and Implementation Plan culminating in a comprehensive economic and market analysis for the off base housing including but not limited to the following:
  - 1.1.1. Growth trends by major business and industry sectors
  - 1.1.2. Strengths, weaknesses, opportunities and threats (SWOT Analysis) as they relate to the social and economic conditions in Bucks and Montgomery Counties as they relate to the BRAC actions.
  - 1.1.3. The degree of economic impact the BRAC actions will have on the area and within Ivyland Borough and Warminster Township.

- 1.1.4. A list of the location, supply, transportation, work force, technology, infrastructure and other needs of industry clusters (groups of related firms) that are seeking locations for new or growing operations
- 1.1.5. Employment and labor market dynamics
- 1.1.6. Labor pool talent, skills, education (particularly from the jobs lost from the base closure).
- 1.1.7. Workforce Development Assessment
- 1.1.8. Residential, commercial and industrial real estate market trends
- 1.1.9. Building and construction activities
- 1.1.10. Personal income trends
- 1.1.11. Assets and resources in support of economic development ; including available business sites, infrastructure and technology
- 1.1.12. Population trends
- 1.1.13. Transportation dynamics
- 1.1.14. Recreational facilities
- 1.1.15. Housing needs

Deliverables: The consultant will prepare a written Target Market Study and Economic Diversification Plan to include a Strategy and Implementation Plan. The consultant will report findings during development of the plan to the HLRA on a monthly basis and will respond to feedback. A draft interim report will be provided to the HLRA prior to going final.

#### Task 2: Community Outreach

In Task 2, the Consultant will, but will not be limited to the following:

2.1. The consultant will <u>develop a program and schedule</u> for broad based public participation throughout the redevelopment planning process in the following categories:

2.1.1 News Media to include press releases, press conferences, and public radio announcements, PowerPoint presentations for the local government television channels for presentation by the HLRA

2.1.2 The HLRA designed website will be updated by the consultant with current reuse planning information, current events, and general information.

2.1.3 Public workshops to periodically update the community on reuse plan recommendations and to encourage feedback.

2.1.4 HLRA and local government joint meeting: The goal is to inform and educate the public on the efforts the HLRA and other planning entities have undertaken to help the community adjust to the BRAC actions in the area. The joint meeting will provide an opportunity for all affected citizens to hear from elected officials, the HLRA representatives, reuse planning consultants, Navy leadership, and others. The consultant will develop a program and schedule for this event and will present the proposed reuse planning alternatives.

2.2 The consultant will ensure inputs are gathered from the following sources and used for the redevelopment plan and the homeless submission:

2.2.1 Assess region/community goals and objectives for the redevelopment plan

2.2.2 Gather region/community input about potential reuse ideas and design standards for the redevelopment plan

2.2.3 Gather input about alternative redevelopment plans (minimum of 3)

Deliverables: A Comprehensive community outreach program and schedule for HLRA approval.

## Task 3: Alternative Redevelopment/Reuse Strategies

In Task 3, the Consultant will, but will not be limited to the following:

Task 3.1. The consultant will inventory and analyze all of the land, housing, infrastructure, and utilities on the surplus property to determine the economic potential and suitability for redevelopment of the property. The facilities assessment will include but not be limited to the following:

3.1.1 An inventory of the land, housing, and infrastructure compiled from the Navy's Property Records

- 3.1.2 A description of the current uses of the land and facilities
- 3.1.3 An overall assessment of the condition of facilities and infrastructure

3.1.4 An assessment of environmental conditions and characteristics of the property

3.1.5 A review of unusual opportunities, constraints, or mitigation requirements including an overview of local governmental building, zoning and utility code upgrades requirements

Task 3.2. Maintaining the quality of life to include property values in the region, economic stability, and long term job creation are ultimately the HLRA and community goals. In consideration of these goals, the consultant will prepare at least three (3) <u>reuse alternatives</u> based on the results of data collection and analysis, community outreach effort, the redevelopment potential for the existing facilities, and results of the Target Market Study and Economic Diversification Plan. Each of the alternatives will incorporate the constraints of adjacent land use. The evaluation and comparison of these alternatives will include but not be limited to:

3.2.1. Financial feasibility analysis for each reuse alternative

- 3.2.2 Job creation (long term jobs)
- 3.2.3 Economic growth potential
- 3.2.4 Tax revenue (property, sales and other revenue sources)
- 3.2.5 Environmental condition/factors
- 3.2.6 Mitigation issues
- 3.2.7 Infrastructure requirements (utilities, transportation, and services)
- 3.2.8 Region/community/Community benefits

Deliverable: An interim report describing alternative Redevelopment/Reuse Strategies. The Consultant will provide interim reports and presentations to the HLRA on reuse alternative strategies and respond to feedback.

## Task 4: <u>Redevelopment Plan and Homeless Assistance Submission</u>

In Task 4, the Consultant will, but will not be limited to the following:

Task 4.1: The consultant will prepare a recommended Redevelopment Plan based on the findings outlined above and as determined by the HLRA. The Redevelopment Plan will include the following components:

4.1.1 Executive summary including: a vision statement, background/setting, redevelopment alternatives, and the preferred redevelopment plan4.1.2 Introduction including: the planning process, goals and objectives, and public

4.1.2 Introduction including: the planning process, goals and objectives, and public participation

4.1.3 Site, background, and market conditions including: location, physical conditions, environmental constraints/mitigation issues, infrastructure, and existing building assessment

4.1.4 Market analysis for various potential uses

4.1.5 Land use including: Redevelopment alternatives and a description of the preferred reuse and development program by zone phasing, local zoning policies, and regulations; including consideration of Notices of Interest for public use of the property.

4.1.6. Infrastructure-Circulation, Utilities, and Public Services including: guiding policies, land use plan as it relates to the utilities and infrastructure, water systems, sanitary systems, storm drainage systems, electricity and telecommunications systems, roads, phased construction and capital costs

4.1.7. Maps/overlays of the site detailing preferred redevelopment plan

4.1.8. Public and private, if applicable, investment requirements

4.1.9. In conjunction with the HLRA's Base Closure Counsel, recommend a property implementation disposal strategy

4.1.10. All elements commonly associated with the preparation of redevelopment/reuse plans for closed military facilities

Deliverables: The consultant will prepare a comprehensive Redevelopment Plan. The consultant will report findings during development of the plan to the HLRA as needed to keep the members well informed and to allow for feedback. A draft report will be provided to the HLRA prior to going final. The consultant will provide 30 copies (paper & CD) of the final report for distribution to the impacted regions, communities, and agencies involved with the project. In addition, the consultant will prepare a Power Point presentation for HLRA use in presenting the plan at various local and regional governing leadership sessions.

Task 4.2: The consultant will prepare a Homeless Assistance Submission based on the findings above and in accordance with guidance provided in HUD's "Guidebook on military Base Reuse

and Homeless Assistance", to include use of the Completeness Review Checklist. As a minimum the submission will include the following components:

- 4.2.1. Information about the Homeless Continuum of Care and homeless providers in the County of Bucks and Montgomery County
- 4.2.2. Statement on balancing homeless assistance needs with economic redevelopment needs of the region/community
- 4.2.3. Outreach including a listing of all jurisdictions in the area served by the LRA, copies of newspaper advertisements placed by the LRA, a listing of homeless providers that the LRA consulted during the process of preparing its application and a description of the outreach efforts made to homeless assistance providers in the affected communities
- 4.2.4. In conjunction with the HLRA's Base Closure Counsel, review all Notices of Interest (NOIs") submitted to the HLRA and evaluate the acceptability of the NOIs against established Federal criteria.

Deliverable: A comprehensive Homeless Assistance Submission report with executive summary (this is a separate document that will be submitted to HUD along with the redevelopment plan). The Homeless Assistance Submission will not include the negotiation or drafting of legally binding agreements that may be required: legally binding agreements will be undertaken by the HLRA's Base Close Counsel. The consultant will prepare 15 paper copies for distribution to the state and Federal HUD offices, the Navy, OEA, the HLRA, and each of the affected jurisdictions.

## Task 5: Redevelopment Implementation Plan

In Task 5, the Consultant will, but will not be limited to the following:

5.1. Conveyance Mechanisms: A critical component of the redevelopment planning process is the determination of conveyance mechanisms that will be acceptable to the Navy, and will compliment the region/community's goals and objectives, and maximize the opportunity for successful implementation of the redevelopment/reuse plan. Implementation phase is anticipated to commence in late 2011 when the naval personnel are expected to relocate.

5.1.1 In conjunction with the HLRA's Base Closure Counsel, the consultant will provide a detailed analysis of the various Federal government conveyance mechanisms including legal requirements, limitations and advantages or disadvantages of the conveyance methods and an overview of how these conveyance authorities should be integrated into the redevelopment plan.

5.1.2 In conjunction with the HLRA's Base Closure Counsel make appropriate implementation structure recommendations, if the consultant's recommendation includes the use of an Implementation Organization, the consultant will provide the HLRA with a written review and analysis of a structure that will work best in this situation and suggestions for the makeup and means for establishing an implementation entity.

- 5.2 Funding and Financing Options: Sources of funds to implement the redevelopment plan is essential to rapid reuse. The consultant will evaluate the various types of financing strategies to include as a minimum:
  - 5.2.1 Leasing
  - 5.2.2 Asset sales
  - 5.2.3 Impact fees
  - 5.2.4 Developer contributions
  - 5.2.5 Tax Increment Financing
  - 5.2.6 State and other grants and loans

Deliverables: The consultant will provide an implementation plan within the redevelopment plan. The consultant will report findings during development of the plan to the HLRA as needed to keep the members well informed and to allow for feedback. A draft interim report will be provided to the HLRA prior to going final.

#### Task 6: Timeline and Deliverables

Items one (1) through (6) will result in deliverables due to the HLRA Executive Director on the following schedule:

6.1. Task 1: Target Market Study and Economic Diversification Plan to include a Strategy and Implementation Plan -2.5 months after the commencement of consultant's contract; required prior to reuse alternatives.

6.2. Task 2.1: Schedule for Community Outreach -1 month after the contract commencement.

6.3. Tasks 3: Land, infrastructure and utility inventory of the off base housing, list of three alternatives for reuse of the facility -3 months after contract commencement.

6.4. Task 3.2: Draft Reuse alternatives – 8 months after contract

6.5 Task 4: Final Reuse Plan, and Implementation structure recommendations and Analysis -12 months after contract

6.6 Task 4.2: Homeless Assistance Submission – 12 months after contract commencement 6.7 Task 5.1: Conveyance Mechanism analysis – 12 months after contract commencement.

6.7 Task 5.2: Funding and Financing options – 10 months after contract commencement.

## Task 7: List of Available Studies and reports. In addition to the following, the consultant will seek out other available reports to assist on the planning effort:

7.1. Environmental Condition of Property Report for the Off Base Housing Areas of the Naval Air Station Joint Reserve Base Willow Grove, Pennsylvania; Department of the Navy, Base Realignment and Closure Program management Office, dated May 11, 2006
7.2. Forecast of Economic, Population, & Employment Consequences for the Closing of the Willow Grove Naval Air Station Joint Reserve Base prepared for the Montgomery County Workforce Investment Board dated January 2008

7.3 Installation Summary Report, Naval Air Station Joint Reserve Base Willow Grove, Pennsylvania, from the Navy dated September 2006

## NOTICE TO CONTRACTORS

1

and the second second second

## **INSURANCE REQUIREMENTS**

# A Certificate of Insurance indicating proof of coverage in the following amounts is required:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30 - day Notice of Cancellation required on all	
certificates	
Commercial General Liability, including:	\$2,000,000.00
1. Commercial Form	
2. Premises – Operations	
3. Explosion and Collapse Hazard	
4. Underground Hazard	
5. Products/Completed Operations Hazard	
6. Contractual Liability	
7. Broad Form Property Damage	
8. Independent Contractors	
9. Personal Injury	
Automobile Injury-Owned Non-Owned Or	\$1,000,000 Combined Single Limit
Rented	
Workers' Compensation	Which Complies with the Commonwealth of
	Pennsylvania Workers' Compensation Act
	<ul> <li>Consider a second s</li></ul>
Employers' Liability	\$100,000
Excess Liability	\$2,000,000 Combined Single Limit

### INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the HLRA, it officers, its entities and employees from liabilities, damages, losses, defense costs, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the CONTRACTOR performance of this Agreement.

Bidder's Company Name	Authorized Signature- Manual
Physical Address	Authorized Signature – Typed
Mailing Address	Title
Phone Number	FAX Number
Cellular Number	After-Hours Number(s)
Date	

## AFFIDAVIT ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

Commonwealth of Pennsylvania

	)
	) ss:
County of	)

\_\_\_\_\_ being duly sworn according to law disposes and says that

they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of

Pennsylvania, with its supplements and amendments, and have insured their liability thereunder in

accordance with the terms of said Act with \_\_\_\_\_

(Surety Company)

.

Contractor (Type or print)

By\_\_\_\_\_

Signature/Title

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

My Commission Expires

Notary Public

Date

## NON-COLLUSION AFFIDAVIT

RFP No. 2009-01

State of	:			: s.s.	
County of					
I state that I am		of			and
	(Title)		(Name of r	ny firm)	

that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- 5. \_\_\_\_\_, its affiliates, subsidiaries,

(Name of firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that		understands and acknowledge	
	(Name of firm)		

that the above representations are material and important, and will be relied on by Horsham Township in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Horsham Township of the true facts relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

My Commission Expires

Notary Public

Date

## EQUAL EMPLOYMENT OPPORTUNITY AND REFERRAL TO NON-DISCRIMINATION CLAUSE

I here by acknowledge and accept that in performing the work or making or furnishing any article required by this proposal, the undersigned shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and all subsequent rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will comply with all provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code, Chapter 49. The Non-Discrimination Clause as issued by the Pennsylvania Human Relations Commission is attached and will be incorporated in the General Conditions of any Contract that may evolve from this proposal.

Signature

Title

#### NONDISCRIMINATION CLAUSE

During the term of this contract, contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employee or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.

3. Contractor shall send each labor union or workers' representatives with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations commission or this nondiscrimination clause that contractor has delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

23

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the contract compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contactor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations commission, 16 PA code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the contractor Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and Human Relations Commission, for purposes of Investigative to ascertain compliance with the provisions of the Contract Regulations, pursuant to §4935 of this title (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

10. The terms used in this nondiscrimination clause shall have the same meaning as in the contract compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

24