

Request for Proposals: Environmental Engineering Services to Perform Brownfield Assessments

Prepared By:

Oil Region Alliance of Business, Industry, & Tourism

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Request for Proposals:

Environmental Engineering Services to Perform Brownfield Assessments

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Section A - Overview

1. Summary

The EPA has awarded the Oil Region Alliance of Business, Industry, and Tourism (ORA) a FY20 Brownfields Community-Wide Assessment (CWA) grant for environmental investigations and remedial planning activities.

The activities for this grant are separated into and will be performed in three tasks as follows:

1. Participate in community outreach;
2. Perform site assessments; and
3. Prepare written reports regarding the environmental characterizations.

This Request for Proposals (RFP) has been issued to determine the eligibility of responding individuals or organizations (“Applicants”) to assist in the development and management of this Project. The RFP and its attached exhibits describe the terms and conditions under which the ORA will select a contractor (“Contractor”). The ORA will then enter into negotiations with the Contractor to formalize a Contractor Agreement. An executed contract is anticipated by October 1st, 2020.

Proposals shall describe the Applicant’s qualifications, a description of past projects which are similar in nature to this Project, an explanation of how the Applicant would perform task services, and cost estimate.

A mandatory pre-submission conference will be held on **Wednesday, September 9th, 2020, at 2pm EDT** via Zoom. A Zoom link will be provided to interested Applicants; all Applicants must attend.

Proposals are due no later than **5pm EDT on Wednesday, September 23rd, 2020**. See Section C for details regarding submission instructions.

2. General Site Information

The ORA has identified four priority brownfield sites along the Allegheny-Clarion River Valley (ACRV) corridor which require environmental assessment and reuse planning.

All four sites are directly connected to the river and present tremendous redevelopment potential in the eyes of the local populace as well as the region in general. Some of these sites have undergone previous environmental assessment and cleanup, but all require current testing, assessment, and evaluation to intelligently inform reuse plans and future redevelopment.

Emlenton hosts two of the identified priority brownfield sites: the former Quaker State Refinery, and the former Fuchs Lubricants facility. The former Quaker State Refinery site is a 50-acre brownfield which runs along the entire western edge of Emlenton and encapsulates a full half of the town's river frontage. The 1.5-acre former Fuchs Lubricants facility is currently owned by the ORA and sits in a prime location between the Allegheny River, the Allegheny River Trail, and River Avenue, acting as a gateway between the main body of Emlenton to the Quaker State site and the rail-trail trailhead.

The third identified priority site for assessment is the 44-acre Shoup Trucking yard in Foxburg, including 1000 feet of prime Allegheny River frontage, which housed an expansive rail yard at the turn of the 20th century and currently represents the vestiges of a once-flourishing family trucking business.

The final identified priority site is the Parkers Landing Outfitter property, a 0.64-acre riverfront property with 165 feet of Allegheny River frontage. Vacant since 2012, the Parkers Landing site has a long history as a river landing and outfitter, as well as a mid-century stint as a car dealership. This property is within the 100-year and 500-year floodplain.

Two additional sites for assessment have been identified in Oil City - the Dahlstrom and Kraft sites. These adjacent brownfields encompass roughly 3.6 acres along a functioning railroad line near the heart of downtown Oil City.

More detailed information on the identified project sites is provided in Section D.

3. Scope of Services

Under the work plan and budget approved by the EPA, a total of \$278,000 is reserved for Contractors to perform the following services:

Participate in community outreach: Alongside the Project Manager, prepare an Engagement Study and facilitate stakeholder meetings and other outreach activities held to inform, review, and share progress on the Community Wide Assessment and to receive input on specific grant activities.

Perform site assessments: Work would include the following:

- Work plan preparation, to include a Regional Planning Study;
- Phase I studies of six (6) identified project brownfields;
- Quality Assurance Project Plan preparation;
- Phase II studies of up to three (3) project brownfields;
- Regional Market Analysis;
- Remediation & Reuse Plan preparation for up to three (3) project brownfields;
- Presentations and meetings with stakeholders.

Prepare written reports regarding the environmental characterizations: Reports will contain descriptions of the work performed, a list of the sampling results, and interpretations of the findings. The reports will also include maps and figures illustrating sampling locations, findings of the investigations, and tables of the data. These reports will be used by the ORA to communicate environmental conditions to community officials, property owners, other interested community members, potential developers, and other interested stakeholders, as well as to provide the basis for redevelopment planning and project reporting.

4. RFP Process

The RFP process consists of three phases: a) Proposals, b) Selection of Contractor, and c) Execution of Required Legal Documents. Deadlines and other important dates are as follows:

September 2nd	- RFP available for review
September 9th , 2pm EDT	- mandatory pre-submission conference
September 23rd , 5pm EDT	- Proposal due date
October 1st	- anticipated award date

a. Proposals

Applicants must submit their Proposals in accordance with the instructions in Section C.

- i. An application must include all information requested in the RFP and demonstrate that the Applicant possesses relevant experience.
- ii. An Applicant's submission of qualifications will be considered as permission for the ORA to make inquiries concerning the Applicant's prior performance as staff deems necessary.

b. Selection of Contractor

An evaluation panel ("Panel") will be assembled to review applications. The Panel may, at its discretion, notify an Applicant that additional information or clarification is necessary. The selection process may involve interviews, contacts with references, and review of other information.

An Applicant may be rejected at any time if adverse findings are made with regard to the Applicant or any of its principals or related entities.

The ORA further reserves the right, in its sole discretion, to reject at any time any or all applications, to withdraw the RFP, to negotiate with one or more Applicants, and/or to terminate negotiations without cause.

c. Execution of Required Legal Documents

Upon selection of the Contractor, the ORA and the Contractor will negotiate a Contractor Agreement. The terms of the Agreement, after execution, shall govern the relationship between the ORA and the Contractor. In the event of any variance between the terms of this RFP and the Agreement, the terms of the Agreement will govern.

5. Pre-Submission Conference

A mandatory pre-submission conference will be held **Wednesday, September 9th, 2020, at 2pm EDT** via Zoom (link will be provided to all interested Applicants). All Applicants are required to attend this conference.

6. Inquiries

Requests for clarifications and/or questions related to this RFP must be submitted in writing, via electronic mail, and received no later than 4pm EDT on Friday, September 18th. Questions received after that time will not receive a response. No interpretations of the RFP will be made orally. All interpretations will be issued by electronic mail to all parties who receive a copy of the RFP. All inquiries shall be addressed to:

Selina Pedi, ORA Redevelopment Manager/CWA Project Manager
spedi@oilregion.org

Section B – Standard Terms and Conditions

1. Contractor's Agreement

If deemed the most responsive firm to this RFP, the contractor shall enter into a contract agreement with the ORA. The contractor, as well as any of its subcontractors or affiliates providing goods or performing work or services under the contract, must meet the mandatory compliance requirements of the State of Pennsylvania as set forth by law.

The Scope of Services for this Agreement shall conclude no later than September 30th, 2023. The agreement may be terminated at an earlier date upon 30 days written notice by either party. The agreement may be extended upon mutual agreement of the parties and approval by the EPA of a request for a No Cost Time Extension.

2. Insurance

All Applicants must hold a current, valid professional liability insurance policy and must include a Certificate of Insurance (COI) as part of the submission package. Further insurance documentation is outlined in Section D.

3. Compensation

The contractor, as well as any of its subcontractors or affiliates providing goods or performing work or services under the contract, will receive compensation within 30 days of submitting a valid invoice in line with the approved Fee Schedule as described in Section C below.

4. Compliance - Laws

The Contractor and any subcontractor or affiliate must comply with all local, state, and federal laws, rules, and regulations applicable to any contract for the subject project and to any goods delivered, services rendered, or work performed in accordance with the same.

5. Causes for Rejection

Submittals pursuant to this Request for Statements of Qualifications may be rejected for any or all of the following reasons:

- a. Applicant is not authorized to do business in the State of Pennsylvania;
- b. Submission is not responsive to the requirements set forth in this Request for Proposals document;
- c. Submission contains false or misleading statements; or
- d. Any other parameter that the ORA deems appropriate cause for rejection.

Section C – Instructions for Preparation and Submission of Proposals

1. Form and Content of Submission Documents

Contractors shall submit their Proposals in Portable Document Format (PDF) attached to electronic mail with the following information in the subject line: name of Applicant – ORA CWA Proposal. The body of the electronic mail message must include the name, address, and telephone number of the Applicant and the title, “Environmental Engineering Services to Perform Brownfield Assessments.”

Each submission must consist of a PDF document including the Applicant’s qualifications and all documentation requested as described below. Applicants will receive a confirmation message documenting when their electronic submission was received.

The following submission items are required:

a. Cover Letter

The first page of the proposal shall be a cover letter identifying the overall project as the “Environmental Engineering Services to Perform Brownfield Assessments.”

If the proposal is submitted by a corporation (joint venture, associated firms, etc.), the cover letter shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign the cover letter. One or more of the partners shall sign if the Applicant is a company or partnership.

b. Qualifications Statement

Each Applicant shall submit a statement of qualifications that demonstrates the Applicant’s ability to perform the work proposed. The statement should be cognizant of the Evaluation Criteria in Subsection 2 and include the following:

Assessment Team Description

The qualifications statement shall identify a lead firm, project manager, and members of the assessment team, including addresses, telephone numbers, fax numbers, and e-mail addresses for each. Resumes for key personnel and an explanation of their anticipated roles as members of the assessment team for the subject project shall be included.

Relevant Experiences

The statement shall also describe the Applicant’s capabilities in performing the type of work that will be required by this RFP, including the Applicant’s experience, capabilities, and resources to perform the following:

- Phase 1 Preliminary Assessments
- Surface Geophysical Investigations
- Soil, Groundwater and Waste Sampling
- Groundwater Impact Investigations
- Community Relations

The Applicant shall provide a description of at least three relevant projects demonstrating experience with the services requested. Include the project name, a short description (i.e. location, size, current and prior land uses, environmental investigations conducted etc.), the member’s role in the assessment process, entity for which the project was performed, and a contact name and telephone number. Any experience with “inclusive public processes” such as stakeholder involvement and/or visioning, should be noted.

c. Technical Proposal

The Applicant will provide a description of how the services under each task are intended to be performed.

d. Fee Structure

The Applicant will provide a detailed breakdown of the costs included in the proposal, such as hourly rates, equipment fees, or subcontractor fees.

d. Forms and Certifications

All forms provided in the appendices of this document shall be completed and provided by the Applicant as part of the submission package.

2. Evaluation Criteria

The following table shall be used to evaluate all proposals submitted as part of this RFP:

Evaluation Criteria	Maximum Point Value
Knowledge of regulations, standards, and techniques for brownfields characterization and remediation in the State of Pennsylvania	15
Experience with brownfield site assessments, including rural, wetland, and riparian sites	15
Experience with environmental investigations assisted with EPA brownfield assessment grants and/or other projects of a similar type, especially projects assisted with public funds	15
Experience with innovative brownfield technologies and techniques, including the Triad approach and GIS mapping techniques	20
Experience with interdisciplinary, team-oriented projects	5
Demonstrated ability to complete assigned tasks on time and within budget	10
Competitive fee structure	20
Maximum Points	100

3. Time and Place for Submitting Responses

Applicants shall electronically submit the complete submission package as one PDF document no later than **5pm EDT on Wednesday, September 23rd, 2020** to:

Selina Pedi, ORA Redevelopment Manager/CWA Project Manager
 spedi@oilregion.org

Submissions will **NOT** be accepted after the above-specified date and time. A submission may be withdrawn prior to the time of receipt of proposals specified herein.

Section D – Appendices

Detailed Description of Identified Project Sites

The Oil Region Alliance (ORA) has identified four priority brownfield sites along the ACRV corridor which require environmental assessment and reuse planning. The revitalization of the Valley necessitates a holistic, mixed-use strategy, incorporating stormwater management and environmental conservation, increased recreational and commercial amenity, and a reawakening of culture and civic pride. The coordinated redevelopment of these brownfield sites is critical to the economic and social resilience for the entire Oil Heritage Region. All four sites are directly connected to the river and present tremendous redevelopment potential in the eyes of the local populace as well as the region in general. Some of these sites have undergone previous environmental assessment and cleanup, but all require current testing, assessment, and evaluation to intelligently inform reuse plans and future redevelopment.

Emlenton hosts two of the identified priority brownfield sites: the former Quaker State Refinery, and the former Fuchs Lubricants facility. The [former Quaker State Refinery](#) site is a 50-acre brownfield which runs along the entire western edge of Emlenton and encapsulates a full half of the towns' river frontage. This site is not in the floodplain. Currently vacant, the site is covered in vegetation and the remnant underpinnings of its oil-refining history. The site was operational from the mid-1800s in various modes of extraction, refining and transportation of timber, coal, natural gas, and oil, culminating in the establishment of the Quaker State Corporation in 1931. In 1990 the facility, having been converted to the manufacture of petroleum waxes, was sold by Quaker State to Petrowax. Production operations ceased at the site in 2000, and Petrowax sold the site to Honeywell Incorporated in 2005. Honeywell undertook considerable [Act 2 demolition and remediation works](#) between 2005 and 2010. In 2006, Honeywell granted an easement to the Allegheny Valley Trails Association to develop a rail-trail over one of the former railroad tracks along the riverfront edge of the property. The site has an Environmental Covenant that includes use restrictions that are not in alignment with surrounding uses and that could inhibit reuse of the site in a manner that the community desires. With the immense potential of the Quaker State brownfield for the revitalization of Emlenton, the ACRV, and the entire Oil Heritage region, a new assessment and evaluation of the site is necessary to modify the covenant and position the site for the best possible path forward toward sustainable reuse.

Directly adjacent to the Quaker State site is the second priority brownfield, the [former Fuchs Lubricants facility](#). Currently owned by the ORA, this 1.5-acre brownfield sits in a prime location between the Allegheny River, the Allegheny River Trail, and River Avenue, acting as a gateway between the main body of Emlenton to the Quaker State site and the rail-trail trailhead. Once a main railyard in Emlenton, the Fuchs site was built out as a graphite lubricant plant in the mid-twentieth century, changing hands twice more before it was purchased by Fuchs Lubricants in 1988, who operated the facility until 2013. The vacant property was purchased by the ORA in 2016 and underwent a Phase I Environmental Site Assessment (ESA), which indicated the need for additional site analysis, evaluation, remediation, and reuse planning. This site also enjoys a full 300 feet

of river frontage with the only stretch of sand beach in Emlenton. This site is not in the floodplain. The mid-century built environment provides a novel historical segue in the town's history as a home for self-made industrialists and entrepreneurs. That built environment is severely tainted, however, by its history as a graphite lubricant manufacturing facility, with decades of graphite dust and grease soaked into every nook and cranny of the buildings. The non-water-soluble graphite presents a delicate clean-up predicament which has been outside of the financial capabilities of the ORA to even investigate. Further run-off and cross-traffic contamination from the Quaker State Refinery site is another pressing concern that requires thorough analysis and remediation to allow for the conservation of the natural and historic built environments as well as the development of new commercial, recreational, educational, and cultural amenity and opportunity.

The third identified priority site for assessment is the [Shoup Trucking yard](#) in Foxburg. Owned by Guy W. Shoup, the trucking yard represents the vestiges of a once-flourishing family trucking business which has seen business dwindle in recent decades. Situated on 44 acres, including 1000 feet of prime Allegheny River frontage, the Shoup site has no current environmental documentation. This site is not in the floodplain. Its history as a trucking and metal scrap yard throughout much of the twentieth century, however, as well as the decades of use of the B&O rail line which ran through the property, indicate that a thorough assessment would be prudent. The property presents incredible potential for strategic redevelopment in the interest of the Allegheny River Trail rail-trail network, recreational and educational river access, and increased infrastructure and amenity for residents and visitors of Foxburg.

The final identified priority site is the [Parkers Landing Outfitter](#) property, a 0.64-acre riverfront property with 165 feet of Allegheny River frontage. Vacant since 2012, the Parkers Landing site has a long history as a river landing and outfitter, as well as a mid-century stint as a car dealership and later use as a truck maintenance and wash facility. This property is within the 100-year and 500-year floodplain. Residual contamination from light industrial uses over the last century is a concern given the site's location on the riverbank, but strategic reuse is a primary goal to an analysis and evaluation through the Community-Wide Assessment Grant. Acting as the final stop in the river journey from Emlenton (or even further up-river) to Parker, the Parkers Landing site presents an attractive commercial and recreational opportunity. The fact that the property remains vacant, despite a good location and ample prospective business, indicates unseen challenges with the remediation or renovation of the site that must be fully investigated.

While the initial target area is focused on the ACRV, other communities in the Region, such as Oil City, are also impacted by brownfields. Two additional sites for assessment have been identified in Oil City – the neighboring [Dahlstrom](#) and [Kraft](#) sites. These adjacent sites encompass 3.6 acres in the heart of downtown Oil City. Currently vacant except for decades of collected scrap and rubbish, both sites are adjacent to a working rail line and are well-positioned for redevelopment that would support ongoing recreational and economic development efforts in Oil City.

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)

Signature

Print Name

Date

Contractor Firm

STATEMENT OF ASSURANCES AND INSURANCE INFORMATION

1. IDENTIFICATION

Proposal Submitted by: _____
(Organization name)

In response to Request for Proposals issued by Oil Region Alliance (ORA) entitled:

Environmental Engineering Services to Perform Phase I Brownfield Assessments

Date Statement Signed: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

YES NO

If no, elaborate
at 8--Comments.

I certify that the proposing firm and its principals as of today’s date are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, or by the Commonwealth of Pennsylvania. I also certify that we have not within a three-year period preceding this proposal date been convicted of or had a civil judgment rendered against any of us in connection with obtaining, attempting to obtain, or performing a public transactions or contract under a public transactions; violation of Federal or Commonwealth antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. I also certify that we are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with mission of any of the offenses listed above. I also certify that within the three-year period preceding this proposal, we have not had one or more public transactions (Federal, Commonwealth, or local) terminated for cause or default. I also certify that the proposing firm is not delinquent in any Commonwealth obligation, including taxes. I further affirm that if, at any time during the term of any contract resulting from this proposal, the firm becomes delinquent, or is debarred, or is suspended, the firm will within 15 days of that date of delinquency, suspension or debarment provide written notice to the Oil Region Alliance.

3. CERTIFICATION REGARDING DRUG-FREE WORKPLACE

YES NO

If no, elaborate
at 8--Comments.

I certify that the proposing firm will or will continue to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug-free workplace, any available drug counseling/rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

_____ _____
YES NO

The proposing firm and any subcontractors shall establish and maintain a written drug-free workplace policy and shall inform their employees of the policy. Upon request by ORA, a copy shall be furnished for project

If no, elaborate files.
at 8--Comments.

_____ _____
YES NO

I also certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the funds provided by ORA. If I am convicted or a criminal drug offense, I will report that within 10 calendar days to the ORA-assigned project manager.

If no, elaborate
at 8--Comments.

4. CERTIFICATION REGARDING LOBBYING

_____ _____
YES NO

I certify that no part of the money paid by ORA to my firm (if selected as a vendor to perform the work as described in the accompanying proposal) shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.

If no, elaborate
at 8--Comments.

5. CERTIFICATION REGARDING MINORITY-OWNED BUSINESS ENTERPRISE/WOMAN-OWNED BUSINESS ENTERPRISE

_____ _____
YES NO

I certify that the firm submitting this proposal is an official Minority-owned Business Enterprise.

_____ _____
YES NO

I certify that the firm submitting this proposal is an official Woman-owned Business Enterprise.

_____ _____
YES NO

I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal and we determine that part of the scope of work needs to be subcontracted, we will give special favorable consideration to selecting Minority-owned Business Enterprises and/or Woman-owned Business Enterprises as subcontractors.

If no, elaborate
at 8--Comments.

6. CERTIFICATION REGARDING NON-DISCRIMINATION/SEXUAL HARASSMENT

_____ _____
YES NO

I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal, we agree to the following non-discrimination clauses: (a) In the hiring of any employees directly or via subcontractors, no one acting on our behalf shall, by reason of gender, race, creed, or color, discriminate against any citizen

If no, elaborate
at 8--Comments.

of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates; and (b) The firm and/or any subcontractor or any person on our/their behalf shall not in any manner discriminate against or intimidate any employee involved in this work on account of gender, race, creed, or color.

 YES NO

If no, elaborate files.
 at 8--Comments.

The proposing firm and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. Upon request by ORA, a copy shall be furnished for project files. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

7. INSURANCE INFORMATION

My firm has the following insurance policies currently in place:

Policy Type	Policy Number	Insurance Company	Policy Ending Date
General Liability			
Property Insurance			
Workmen's Compensation			
Employer's Liability			
Automobile Liability			

 YES NO

Our current general liability policy already lists all of the following as additional insured parties:
 Commonwealth of Pennsylvania;
 Pa. Department of Conservation and Natural Resources;
 Oil Region Alliance of Business, Industry & Tourism;
 National Park Service; and
 the United States of America.

 YES NO

If no, elaborate
 at 8--Comments.

I certify that, upon selection of my firm as a vendor to perform the work described in the accompanying proposal, we will promptly revise our general liability policy to also include as additional insured parties any of the following parties which are not already listed on our current policy: Commonwealth of Pennsylvania; Pennsylvania Department of Conservation and Natural Resources; Oil Region Alliance of Business, Industry & Tourism; National Park Service; and the United States of America. I understand that ORA will notify the selected vendor as to the specific funding streams involved, which may include more entities than those in this list, some of which may also require such coverage as additional insured parties as conditions of their grant support. I further agree to provide ORA with written verification of the new coverage of each required additional insured party.

8. COMMENTS AND CLARIFICATIONS

See additional attachment(s): _____

9. SIGNATURE

By my signature below, I certify that I am an authorized agent on behalf of the entity submitted a proposal to ORA, and that I certify the accuracy of the statements and insurance information indicated above.

(Signature of Authorized Agent)

(Title of Authorized Agent)

(Typed or Printed Name of Authorized Agent)

(Date Signed)

(Entity Submitting Proposal)

(Mailing Address)

(Authorized Agent's Telephone Number)

(Agent's E-mail Address)