



**Request for Proposals
for
Professional Consultant Services**

This project is being administered by:

Erie Downtown Partnership
140 East 5th Street
Erie, PA 16507

ANNOUNCEMENT

The Erie Downtown Partnership

REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTANT SERVICES FOR PREPARATION AND DEVELOPMENT OF DESIGN
GUIDELINES AND STANDARDS

FOR THE 12 BLOCKS OF THE COMMERCIAL CORE LOCATED WITHIN THE 70-BLOCK DOWNTOWN
IMPROVEMENT DISTRICT

The Erie Downtown Partnership (EDP) is accepting proposals for preparation of Design Guidelines and Standards for the built environment of downtown Erie, PA.

Detailed information on the services required by the Erie Downtown Partnership as part of this project are outlined in a "Request for Proposals" (RFP). Contractors interested in submitting a proposal may obtain a copy of the RFP by contacting the Erie Downtown Partnership at emily.fetcko@eriedowntown.com or (814) 455-3743, Monday through Friday, 8:30 AM through 5:30 PM. The RFP and its details are also available at eriedowntown.com.

Proposals must be received by the Erie Downtown Partnership **no later than 5:00 PM, September 10, 2021**. Proposals will not be accepted after this deadline.

The Erie Downtown Partnership reserves the right to reject any or all proposals, or parts thereof, at their discretion, conduct negotiations, and request oral presentations. EDP encourages responses from minority and women business enterprises. No individual or firm responding to this notice will be discriminated against because of race, religion, handicap, sex, or national origin. EDP is an equal opportunity employer.

PURPOSE

The purpose of this Request for Proposals (RFP) is to retain professional consulting services for the development and preparation of Design Guidelines and Standards for the built environment within a 12-block focus area from 2nd Street to 14th Street along the east and west sides of State Street in the City of Erie. State Street is downtown Erie's "Main Street" of the designated Downtown Improvement District, which is partially located within the City of Erie's proposed National Register-eligible Lower State Street Historic District (map attached). The Design Guidelines and Standards will focus on a one-mile portion of the commercial core known as State Street.

Buildings within this footprint range in age from the 1830s to the 1990s, and the architectural styles and building scale vary from block to block. Several National Register listed historic resources are located within the focus area. The Old Custom's House (1839) and Cashier's House (1839) are found in the 400 block of State Street, which is the City's most intact early 19th century commercial block. The 500 block of State Street features the West Park Place Historic District (1857-1865), a business complex built during the shift of Erie's commercial district from the bayfront to the periphery of the central park. The Federal Courthouse & Post Office complex (1896-1944, 600 block), Boston Store (1931, 700 block), Warner Theater (1931, 800 block), and Renaissance Centre (1925, 1000 block) are also located in the project footprint.

As more development comes to downtown the need to create a vibrant downtown through strategic placemaking is critical. Encouraging and guiding quality investment and improvements helps establish a standard of care that can be measured and incentivized.

Design Guidelines and Standards will give advice about how to treat defining features in the central business district so that its overall "look and feel" remains an asset to the community. They will address topics such as building rehabilitation and maintenance, new construction, signage, lighting, outdoor seating, and public spaces.

In addition to producing a guidebook, the effort will also produce a series of educational print pieces for distribution to current and new business/property owners, as well as a series of workshops or "how to" sessions that will be scheduled within the six months following completion of the design guidelines.

ISSUING AGENCY

The Erie Downtown Partnership (EDP) will serve as the issuing agency and will be responsible for project administration functions. The EDP is located at 140 East 5th Street, Erie, PA 16507.

RFP DUE DATE

All proposals must be received by EDP, 140 East 5th Street, Erie, PA 16507, no later than 5:00 PM, September 10, 2021. It is the responsibility of the contractor to ensure that the proposal is received by EDP by the date and time specified. Late proposals will not be considered.

RFP SUBMISSION

Please send your RFP via email to emily.fetcko@eriedowntown.com. All RFPs will be reviewed digitally.

INQUIRIES

Questions concerning this RFP should be directed to Emily Fetcko at emily.fetcko@eriedowntown.com or (814) 455-3743, Monday through Friday, 8:30 AM through 5:30 PM. The EDP will make every effort to respond in a timely fashion, but failure to do so will not affect completion of the RFP process.

TOTAL PROJECT COST

Proposals are not to exceed \$57,500.00 and the negotiated contract will be a fixed price. We recommend that consultants provide a scope of work that fits this budget. EDP has budgeted for this project as follows:

- Consultant expenses at \$53,000
- Public engagement and education at \$1,500
- Publication and printing of product at \$3,000

TIMELINE

Question/Inquiry Period from Consultants: August 10 to September 10, 2021

RFP Due Date: September 10, 2021

RFP Selection Notification: September 24, 2021

Project Completion Schedule Approved: September 30, 2021

Public Input Session (Information Gathering): October 20, 2021

Public Input Session (Draft Review): January 20, 2022

Design Guidelines Finalized: March 1, 2022

Print and Digital Files Finalized: March 15, 2022

Presentation to Key Partners/Elected Officials: March 15- April 15, 2022

Workshops I: April 1, 2022

Workshops II: June 1, 2022

Project Concludes with Consultant: June 30, 2022

RFP SELECTION AND NOTIFICATION

RFPs will be reviewed by an advisory committee and final selection will be made by September 24, 2021. All RFP candidates will be notified by September 24, 2021, via email.

INTRODUCTION

Maintaining a high quality of place and retaining the charm and character that exist are important for downtown Erie and its residents and businesses. The Design Guidelines and Standards will help establish a common understanding of preservation design principles and standards, and promote preservation of the historic, cultural, and architectural resources that reflect the history of the City of Erie.

Goal: The goal of the project is to develop Design Guidelines and Standards that will be used to improve the overall aesthetic character and visual unity of Erie's "main street" as a whole. The guidelines will represent the EDP's commitment to create a more cohesive, attractive, accessible, and sustainable downtown with special consideration to street frontage.

Audience/Stakeholders: The resulting Design Guidelines and Standards will convey to property/business owners, developers, and architects, as well as City staff and elected leadership, the expectation for the high quality of overall design, mass, scale and proportions, and details for the built landscape of Downtown Erie to include façade features, signage, use of solar panels and lighting, as well as ADA accessibility.

BACKGROUND

In 2016, the EDP published the Erie Downtown Master Plan (EDMP), which is a road map for the Partnership and its partners to capitalize on what is currently happening or planned in downtown, and to guide downtown partners to make smart development decisions and help achieve the collective vision for Downtown Erie. The project aligns with Strategies 2.4.1 - 2.4.3 of the EDMP, which call for EDP to create, adopt, and enforce design guidelines to better address design issues with buildings in downtown. The EDMP's emphasis on placemaking ties the need for design guidelines to other strategies including a streetscape and beautification effort, as well as a gateways project along the 14-block State Street corridor. (http://www.icareforerie.com/wp-content/themes/careforerie16/img/Master_Plan.pdf)

The proposed project comes on the heels of other key planning efforts. Following development of Erie Refocused: Comprehensive Plan and Decision-Making Guide (2016), the Erie Refocused Action Plan was created during a three-month planning and prioritization effort by a core group of city staff and private sector representatives. The group was assembled with the assistance of the Erie County Department of Planning. The proposed project will fulfill action item #5 of the Plan, as it will lead to the creation of design standards and help preserve the character of the historic built environment of downtown Erie. (<http://www.goerie.com/assets/PA28720223.PDF>)

The Erie County Cultural Heritage Plan (2017), which was funded in part by a Keystone Historic Preservation Planning Grant, calls for promoting responsible stewardship of historic and cultural assets and increasing public awareness and community pride of these resources. The EDP's proposed project will implement the County plan by helping improve residents' awareness and appreciation of the City's historic assets and providing much needed technical assistance for the City and its property/business owners.

SCOPE OF SERVICES

The consultant or consulting team will provide the planning services necessary for the completion of the Design Guidelines and Standards for the 12-block focus area from 2nd Street to 14th Street along the east and west side of State Street in the City of Erie. The following sections describe the scope of work and specific deliverables. The consultant/consulting team may submit suggestions on how the scope of work can be enhanced and/or amended, plus additional details of the approach and process for carrying out the project.

SCOPE OF WORK

The following are tasks within the Design Guidelines and Standards development process that require the assistance of a consultant/consulting firm and their expertise:

A. Public engagement

As use of the Design Guidelines and Standards will be incentivized by the Erie Downtown Partnership through its façade reimbursement grant program, and eventually enforced through local preservation ordinances, the resulting guidance will also rely on stakeholders' understanding of the guidelines. It is required that the community be engaged in thoughtful and meaningful ways during development of the design guidelines to inform the design guiding principles. Potential engagement methods include, but are not limited to, an online survey, written response/comment cards placed at well-traveled locations within the downtown, a series of public meetings, and/or one-on-one or small group interviews with key stakeholders.

The consultant or consulting team, with input from the project advisory committee, will prepare an engagement strategy for the project to include a timeline with engagement methods and consider the current health crisis, as well as best practices for inclusion and accessibility.

B. Evaluation of developmental and cultural history of the EDP's central business district

The consultant or consulting team shall provide a short narrative of the developmental history and major cultural milestones relevant to the City of Erie's commercial core. The developmental history will address major themes of settlement and industrial progress. This should not be a comprehensive history of the City, but rather an explanation of the various layers of history evidenced in the built environment, and a description of the cultural resources that reflect that history. Historic atlases, maps, written histories, and other similar resources will be consulted.

C. Identify trends of deterioration to discern the most common issues facing the built environment and provide mitigation recommendations for these trends.

The consultant or consulting team shall examine and evaluate existing building inventories, including the county-wide historic resources survey that was completed in 2014 by Wise Preservation Planning as well as the National Register Listing/Nomination Form, to identify and analyze common issues, problems, and opportunities associated with the built environment and provide photographic evidence.

E. Develop and articulate design guidelines

The Design Guidelines and Standards - the use of which will be voluntary but incentivized by the EDP, Erie Redevelopment Authority, and City of Erie through potential funding opportunities for exterior improvements - will give advice about how to treat defining features in Erie's downtown so that its overall "look and feel" remains an asset to the community. Design Guidelines and Standards should address height, color, treatment of windows, doors, replacing in kind, masonry work, new construction, style of structure and appropriate treatment, solar panels, satellite dishes, ADA accessibility, and other exterior treatments.

ROLE OF EDP

The EDP will be responsible for coordinating input and meetings between the advisory committee and the consultant.

EDP will help provide needed input, information, resources, and contacts to advance the work of the consultants as needed.

EDP will develop and facilitate all promotional activities to include coverage in local print, broadcast, and social media as well as assist in the development and placement of notices for public engagement opportunities and provide project updates and notices published through the Erie Downtown Partnership's e-newsletter, website, and social media platforms. Other project partners, such as Preservation Erie and the City of Erie, will also share information through their established communication tools as provided by EDP.

EDP will supply a copy of the Design Guidelines and Standards as part of their façade reimbursement grant application and use the design guidelines to score façade project grant applications and incentivize façade work that follows the advice within the design guidelines.

ROLE OF CONSULTANTS

The consultant or consulting team will coordinate, host, and facilitate at least two (2) public engagement opportunities (in-person or virtually) to gain feedback from business and property owners to identify the design guiding principles that will inform the development of the design guidelines. These opportunities will also serve as chances for community stakeholders to review and comment on document drafts before they are finalized and adopted by the City of Erie and EDP for use.

The consultant or consulting team will observe the built environment and provide photographic documentation from within this 12-block district as well as an explanation of deterioration trends and recommended mitigation in the district specifically within the Design Guidelines and Standards.

The consultant or consulting team will develop a comprehensive guide or toolkit that will be used to improve the overall aesthetic character and visual unity of Erie's "main street" as a whole. The guidelines will represent EDP's commitment to create a more cohesive, attractive, productive, and sustainable downtown.

The consultant or consulting team will develop thoughtful and easy to navigate print and digital pieces to visually guide users as they seek to improve their facades, signage, and exterior treatments including seating, outdoor dining, and lighting. Both the guidelines and visual pieces should note the benefits and eligibility of utilizing the Neighborhood Assistance Program Enterprise Zone and Historic Preservation Tax Credits.

The consultant or consulting team will coordinate, host, and facilitate at least one presentation for elected leadership and key stakeholder groups, which is to include the Erie Redevelopment Authority, City of Erie Planning Commission, City of Erie Historic Review Commission, Erie City Council, and City of Erie Department of Planning and Neighborhood Resources.

The consultant or consulting team will coordinate, host, and facilitate at least two (2) trainings or “how to” sessions that will aid property and business owners in using the Design Guidelines and Standards and/or design toolkit and provide the opportunity to dive deeper into individual topics, such as window and door repair/replacement, selecting outdoor lighting fixtures, and effective and well-designed signage, among other exterior treatments. These “how to” sessions are to take place within the six months following completion of the design guidelines.

PROJECT COORDINATION

Throughout the project duration, coordination will be maintained between the EDP and the Consultant.

The EDP has appointed a Design Guidelines Advisory Committee to oversee the selection of a design/planning consultant(s) and provide oversight to said consultant(s). The team includes two staff members from the EDP, one representative from the City of Erie, two representatives from the local business/architecture industry, one representative from Preservation Erie, one representative from the Pennsylvania Downtown Center, and one representative from the Pennsylvania Historical and Museum Commission.

Throughout the duration of this project, the consultant will be required to attend a minimum of four (4) project review / development meetings with the advisory committee. Additional meetings may be scheduled should the consultant(s) and EDP deem them necessary.

The consultant or consulting team shall submit monthly progress reports to the EDP summarizing the work accomplished for that month, by task, in accordance with the final Scope of Services and Project Completion Schedule.

Such meetings and correspondence will enable prompt resolution of any issues that may cause delays in the completion of the project.

PROJECT DELIVERABLES

The consultant or consulting team shall submit the following products to the EDP in accordance with the approved Project Completion Schedule:

1. Prepare and provide a draft of the design guidelines for review and comment.
2. Prepare and provide an executive summary suitable for publication that details the benefits of the use and implementation of design guidelines, including cultural, economic, and other community benefits as well as identifies the design guiding principles informed by the public input engagements.
3. Provide photographic evidence of trends in built environment deterioration and recommended mitigation, as well as identify the most common issues and opportunities around these trends .
4. Prepare and provide a complete, EDP approved, design guidelines document.

The consultant will be responsible for designing and formatting the document, as well as providing the guidebook/design toolkit in printable, electronic, and web-based formats. Three (3) complete electronic

copies of the final work product shall be provided electronically to EDP, a high-resolution, print-ready PDF file; a low-resolution, web-appropriate PDF file; and an editable version of the original file (Microsoft Word, In-Design, etc.).

5. Prepare and provide drafts of educational pieces for print and digital distribution, the exact number of which and format will be discussed and agreed upon by the consultants, EDP, and project advisory committee mid-project as the final content of the design guidelines will inform the content and format of these pieces. The products may take the form of one-page flyers, rack cards, tri-fold brochures, or another format agreed upon by the consultant, EDP, and project advisory committee.

6. Prepare and provide final versions of the educational pieces for print and digital distribution. Three (3) complete electronic copies of each of the final work products shall be provided electronically to EDP, a high-resolution, print-ready PDF file; a low-resolution, web-appropriate PDF file; and an editable version of the original file (Microsoft Word, In-Design, etc.).

7. Prepare and provide a schedule of two (2) one-hour “how to” sessions to be offered—either in-person or virtually—following completion of the design guidelines. As stated previously, these sessions will aid property and business owners in using the design guidelines and/or design toolkit and provide the opportunity to dive deeper into individual topics, such as window and door repair/replacement, selecting outdoor lighting fixtures, and effective and well-designed signage, among other exterior treatments. These “how to” sessions are to take place within the six months following completion of the Design Guidelines and Standards and before September 30, 2022.

PROPOSAL SUBMISSION REQUIREMENTS

The proposal must include the following information:

1. Cover Letter including:

- The consulting firm’s name, mailing address, and nearest office location.
- Identification of the contact person for the consulting firm, including all contact information.
- A statement that the proposal is in response to the EDP’s Design Guidelines and Standards RFP.

2. Technical and Price Proposal

The proposal shall consist of a technical proposal and a price proposal which shall be held valid for up to three months (3) from the due date. The technical proposal shall include a work program in a format that is acceptable for use as the final Scope of Services in the contract between the EDP and the consultant.

The price proposal shall include a detailed cost estimate of each of the tasks defined in the scope of services. Project cost estimates should include the number of hours, hourly rates for principals, project managers, and other personnel assigned to each task. The consultant’s bid must also include any related expenses, such as travel.

Proposals are not to exceed \$57,500.00, and the negotiated contract will be a fixed price. We recommend that consultants provide a scope of work that fits this budget.

The consultant or consulting team may submit suggestions on how the scope of work can be enhanced and/or amended, plus additional details of their approach and process for carrying out the project.

3. Completion Schedule / Timeline

The proposal shall include a project completion schedule / timeline that provides anticipated dates of completion for each step of the planning process. The project should be completed no later than September 30, 2022.

Note: This planning project is partially funded by a Keystone Historic Preservation Grant from the Pennsylvania Historical and Museum Commission. The PHMC grant agreement term ends September 30, 2022.

4. Public Input Strategy Summary

The proposal shall include a summary detailing the consultant's public engagement strategy to help inform the Design Guidelines and Standards considering in-person and virtual engagement. Documentation of prior public input strategies and successes should be included as well.

5. Qualifications

The EDP seeks a consultant that has demonstrated capabilities in downtown planning, creative public outreach, and capacity building for the use and implementation of design guidelines.

Responses to the RFP must include the full range of skills and experience necessary to perform the work that is outlined in the Scope of Services. To best express their qualifications for the project, the consulting firm should provide:

- A brief history of the consulting firm, no longer than 1 page in length.
- Personnel assignments and individual work experience.
- Resumes of the personnel assigned to this project, including any sub-consultants.
- The anticipated roles of all personnel assigned to this project.
- A narrative explaining the firm's approach to the project.
- Any consultant suggestions for how the scope of work can be enhanced, plus additional details of approach and process for carrying out the prescribed work.
- Proposed work schedule.
- Examples of recent work similar in nature.
- At least three references with contact information for recent and relevant work. Consultant(s) should specify his/her/their role(s) in each of these projects, the type of work he/she/they performed, and implementation results that followed.

5. Current and Planned Project Obligations

The consultant or consulting team should provide a list of current major projects, project status, and contract term of those projects.

SELECTION PROCEDURES

The Advisory Committee will review the proposals and will make a short list of consultants. The consultant may be asked to make a presentation to the Advisory Committee.

It is anticipated that consultant selection will occur within two weeks of the RFP deadline. A notice to proceed will be issued as soon as possible thereafter. Upon conclusion of final negotiations with the successful contractor, all contractors submitting proposals in response to this RFP will be notified of the selection decision.

The EDP is not liable for any costs incurred by individuals/firms in preparing proposals or participating in the selection process. These costs are the sole responsibility of the individuals/firms submitting the proposal. The EDP reserves the right to reject any or all proposals, to negotiate separately with competing contractors and/or to make no award.

SELECTION CRITERIA

The Advisory Committee will evaluate the proposals, and will select a consultant based on the following criteria, amongst others:

- Completeness of the Submission.
- Understanding the Scope of Services and the objectives of the project.
- Creativity and innovation in techniques and ideas.
- The relevant qualifications and recent experience of the consultant(s) in preservation planning and meeting objectives outlined herein.
- Suggestions submitted to enhance and/or amend the scope of work and additional details of the approach and process to carry out the project.
- Proposals will be competitively judged on the quality and value of the proposed work approach, process, products, and proposed budget.
- Ability to carry out and manage the project, and to meet the expected project timeline/completion schedule.

SMALL AND/OR MINORITY-OWNED BUSINESSES

Efforts will be made by the EDP to utilize small businesses and minority owned businesses. A contractor qualifies as a small business firm, if it meets the definition of “small business” as established by the Small Business Administration (13 CFR 121.201).

PROPOSAL, CONSULTANT AND CONTRACT PROVISIONS

The following information is meant to address potential questions regarding the project proposal, consultant requirements, and contract provisions should your firm be selected to complete the project.

PROPOSAL:

1. **Proposal Submittal and Acceptance:** The EDP is not liable for non-receipt of a proposal if sent by mail, late delivery of same, or if hand-delivered after the proposal submittal deadline. In addition, the EDP will not be responsible for any costs incurred by the consultants in responding to this Request for Proposal. Each proposal will be submitted with the understanding that the acceptance in writing by the EDP of the offer to furnish the services described therein, shall constitute a contract between the Consultant and the EDP which shall bind the Consultant on his/her/their part to furnish and deliver at his/her/their bid price, and in accordance with conditions of said accepted proposal and specifications. A formal Contract Agreement between the EDP and the Consultant shall be executed within thirty (30) days.
2. **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the EDP and will not be returned to the sender.
3. **Proposal Award:** The EDP reserves the right to accept any proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as the EDP deems to be in its best interests.

CONSULTANT REQUIREMENTS:

1. **Equal Employment Opportunity:** If awarded the contract, the Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off, and terminated. The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

1.2 The Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

1.3 The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Consultant's commitment under the Equal Employment Opportunity

clause of the EDP and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 The Consultant shall furnish all information and reports requested by EDP to ascertain compliance with the program.

1.5 The Consultant shall take such action with respect to any subcontractor as the EDP may direct as a means of enforcing the provisions of subsections 1.1 through 1.8 hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as necessary to protect the interests of the EDP to effectuate the EDP's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Consultant or the EDP may request the United States to enter into such litigation to protect the interests of the United States.

1.6 The Consultant shall file and shall cause his subcontractors, if any, to file compliance reports with the EDP. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Consultant and his subcontractor.

1.7 The Consultant shall include the provisions of subsections 1.1 through 1.8 of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

1.8 Refusal by the Consultant or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

a. Withholding of all future payments under the involved public contract to the Consultant in violation until it is determined that the Consultant or subcontractor is in compliance with the provisions of the contract.

b. Refusal of all future bids for any public contract with the EDP or any of its departments or divisions until such time as the Consultant or subcontractor demonstrates that he/she/they has/have established and shall carry out the policies as herein outlined.

c. Cancellation of the public contract and declaration of forfeiture of the performance bond.

d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions including the enjoining, within applicable law, of the Consultant subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

2. Non-Discrimination / Sexual Harassment Compliance: During the term of the Contract, the Consultant agrees to the provisions of the Commonwealth Non-Discrimination / Sexual Harassment Clause.

3. Compliance with The Americans with Disabilities Act: Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Consultant agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the EDP through contracts with outside contractors.

4. Ineligible Consultant: The Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

5. Prohibited Interests: No member, officers, or employee of the public body, commission, or locality during his/her/their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6. Non-Collusion: The Consultant guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit, or cost element of any proposal price.

7. Covenant Against Gratuities: If awarded the contract, the Consultant shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the EDP with a view toward securing favorable treatment in awarding, amending or evaluation performance of the contract.

8. Personnel: The Consultant represents that it employs, or will employ, at its own expense, all personnel required for the completion of this project. The Consultant shall also notify the EDP of all key personnel assigned to the project effort and request approval from the EDP for any assignment changes of key personnel throughout the duration of the project.

Consultant employees engaged in field work shall identify themselves as being retained by the EDP to conduct this project to any interested person or property owner.

9. Sub-Contracting: It is expected that the assigned project team shall be responsible for completing the work tasks. Other sub-contracting must be detailed in the Consultant's original work program. Additional sub-contracting shall be done only upon approval by the EDP in accordance with the provisions of the Contract Agreement.

10. Insurance Coverage: The Consultant will maintain insurance against the following risks during the term of the contract:

10.1 Worker Compensation in statutory amounts and employer's liability for employees' assignment-related injuries or disease; the Consultant shall also be responsible for providing proof of Worker's Compensation coverage for all subconsultants engaged in this project.

10.2 General liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from the Consultant's performance under this Agreement.

10.3 Professional liability and/or errors and omissions insurance coverage sufficient to protect the EDP in the event of negligence in the performance of all contracted work activities.

11. Maintenance of Records: The Consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended as part of the project effort. All such records shall be maintained on the basis of generally accepted accounting principles and shall be clearly identified and readily accessible. The Consultant shall provide representatives of the EDP with access to such records on an as-needed basis.

12. Ownership of Data: All data including written materials, photographs, drawings, maps, graphics, or other information collected or created as part of the project effort, whether delivered or not, shall be acquired on behalf of the EDP and shall be the property of the EDP.

All source, intermediate and final data/work products collected or created as part of this project effort, represent "work made for hire" and as such the Consultant intending to be legally bound hereby assigns to the EDP any and all of its interest in the material produced and to be produced for this project and in the copyright thereon, together with the right to secure renewals, reissues, and extensions of the copyright. Such interest and right shall be held to the full end of the term for which the copyright on any renewal or extension thereof is or may be granted.

13. Right to Know Law: The Consultant hereby agrees that if the EDP receives a request under the act for records of the Consultant and it is determined that these records must be provided for the EDP to comply with the act under this section the Consultant will supply these records to the EDP so that they may be made available to the requestor for inspection and/or copying.

CONTRACT PROVISIONS:

1. Contract Preparation: The EDP shall prepare a written agreement for execution between the Consultant and the EDP. The general provisions of this RFP, the Scope of Services, and any other requirements placed on the project by the EDP shall be made a part of the Agreement.

2. Contract Integrity: The Consultant shall not have authority to vary, alter, amend, or change the contract, or any part thereof, without the written consent of the EDP. The Consultant is assumed to be familiar with all federal, state, and local laws, codes, ordinances, and regulations which affect those engaged or employed in the work or in any manner affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Consultant will in any way serve to modify the provisions of the contract.

3. Contract Changes: Any proposed contract change shall be submitted to the EDP for its prior approval and the EDP will make the change by a contract modification. The EDP may, at any time, by written order and without advance notice to the sureties, make changes, within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the

performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided, however, if the EDP decided that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

The EDP also reserves the right to enter into negotiations with the Consultant for the purpose of adding additional project tasks which were not included within the original scope of the contract. Adding project tasks will require a contract modification.

4. Termination of Contract: The EDP reserves the right to terminate the contract for or without cause upon seven (7) days written notice to the Consultant. If the contract is terminated, the EDP will make payment for the work that the Consultant has completed in accordance with the Scope of Services up through and including the termination date, subject to the provisions of the "Funding Out Clause" section of the contract. In the event of termination, all finished or unfinished documents, data, studies, surveys, maps, models, and reports prepared by the Consultant shall, at the option of the EDP, become the property of the EDP.

5. Notice to Proceed/Time of Performance: The services of the Consultant are to commence upon receiving a written Notice to Proceed by the EDP. The Consultant is responsible for any and all costs undertaken by the Consultant or any sub consultants prior to the issuance of the Notice to Proceed. The Consultant shall work to ensure that all project activities are completed by the contract termination date.

6. Acceptable Delays: Performance hereunder shall be within the time allotted provided, however, that neither the EDP nor the Consultant shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, storms, floods, scarcity of fuel, governmental regulation or orders, legal acts of public authorities, acts of God or other acts which cannot reasonably be forecast or provided against.

7. Reporting Allowable Costs, Payment Schedule:

7.1 The Consultant shall invoice for actual expenditures by task in accordance with the Scope of Services and Project Completion Schedule. Invoices shall be submitted monthly/quarterly no later than the tenth day of the month for all work performed the previous month/quarter.

7.2 The EDP will reimburse the Consultant for services rendered subject to the Consultant's compliance with contractual requirements. The EDP will make every effort to pay each invoice within thirty (30) days following receipt of the invoice by the EDP.

7.3 The Consultant shall submit to the EDP written monthly progress reports summarizing the work accomplished for that month, by task, in accordance with the Project Completion Schedule.

7.4 The Consultant shall not incur costs until a written Notice to Proceed has been issued by the EDP.

8. Funding Out Clause: The parties recognize that the performance of the EDP obligations under this contract are contingent upon the continued appropriation of funds in the budget of the EDP for the services to be performed under this contract. If no such funds are budgeted for future fiscal years, this contract shall terminate. Likewise, where the EDP obligations under the contract depend upon the receipt of funds from another governmental body, or other funding source, and if such funds are not distributed to the EDP, then this contract shall terminate. Should this contract terminate for any of the reasons cited within this Article, the EDP shall only be responsible for making payment to the Consultant for those portions of project work tasks completed as of the termination date.

9. Hold Harmless: The EDP shall not be responsible for any loss of life, personal injury, or property damages of any kind in performing and completing this project, unless such loss or damage is the result of the EDP's negligence.

10. Sunshine Law: The Agreement between the EDP and the Consultant will be subject to all provisions of the Sunshine Law, Act No. 93 of 1998, as amended.

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Thank you for reviewing this RFP and your consideration of working with us on this important project.