



**REQUEST FOR CONSULTING SERVICES PROPOSALS**

# Eastern Pennsylvania Freight Plan

February 11, 2022

Lehigh Valley Planning Commission  
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## REQUEST FOR CONSULTING SERVICES

*Eastern Pennsylvania Freight Plan*

## **REQUEST FOR CONSULTING SERVICES PROPOSALS (RFP)**

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### Eastern Pennsylvania Freight Plan

The Lehigh Valley Planning Commission (LVPC) of Lehigh and Northampton County, Pennsylvania, is accepting proposals for a one-time contract to perform certain professional (consulting) services work for the Eastern Pennsylvania (PA) Freight Alliance to create an Eastern PA Freight Plan.

Included is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contract.

This project is funded by the U.S. Department of Transportation (USDOT), Pennsylvania Department of Transportation (PennDOT), Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Lehigh Valley Transportation Study (LVPC/LVTS), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS).

#### **SCHEDULE**

RFP Issue Date:	February 15, 2022
Questions Due:	February 23, 2022, 3 PM EST
Answers to Questions Posted:	March 2, 2022
Proposals Due:	March 11, 2022, 3 PM EST
Notification of Potential Consultants for Interview:	April 8, 2022
Consultant Interviews:	April 11-15, 2022
Anticipated Notice of Award:	May 20, 2022
Anticipated Beginning of Contract:	July 1, 2022
Project Completion:	June 30, 2023

#### **QUESTIONS**

All inquiries regarding this request for proposals should be submitted via PennBid using the "Questions" feature.

#### **SUBMISSION**

Applicants must submit proposals electronically on PennBid, Pennsylvania's Electronic Document & Bid Management Program. Access and account information is available at [www.pennbid.net](http://www.pennbid.net). Proposals should not exceed 10 pages (excluding attachments), single-sided.

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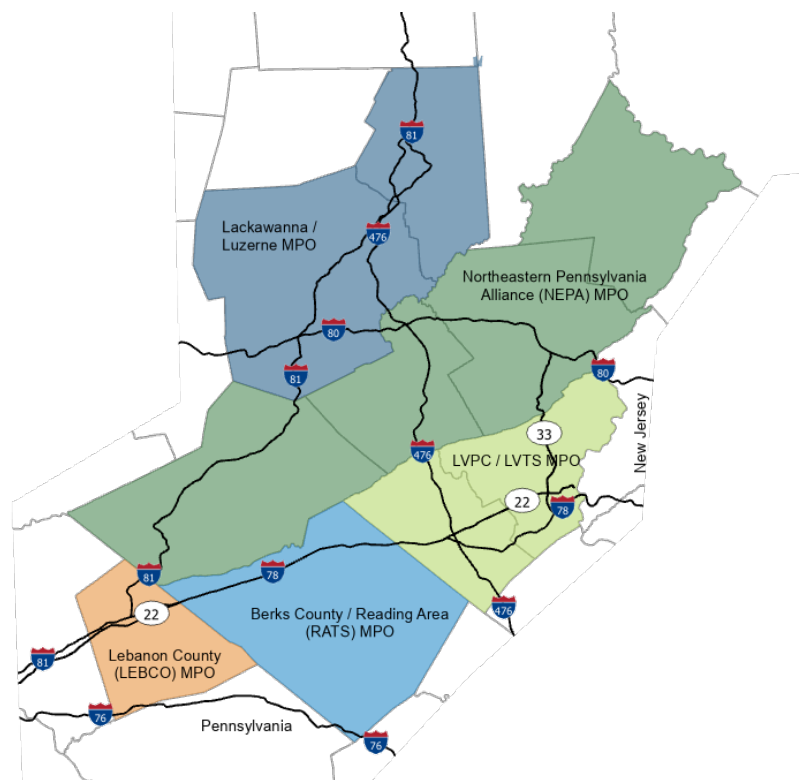
- Professional Services Agreement
  - Exhibit A – Scope of Work/Request for Proposals
  - Exhibit B – Non-Discrimination/Sexual Harassment Policy
  - Exhibit C – Non-Discrimination/Equal Opportunity Policy
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  - Exhibit E – Contractor Integrity Provisions
  - Exhibit F – Project Schedule
- Schedule 1 – Contract between the Pennsylvania Department of Transportation and the Lehigh Valley Planning Commission
- Schedule 2 – Memorandum of Understanding between the Metropolitan Planning Organizations of the Eastern PA Freight Alliance

## **SECTION 1. EASTERN PENNSYLVANIA FREIGHT ALLIANCE**

The Eastern Pennsylvania Freight Alliance is a group of Metropolitan Planning Organizations including: Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Lehigh Valley Transportation Study (LVPC/LVTS), Northeastern Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS) that have organized around the growing freight economy to address the opportunities and challenges posed by this industry especially as it relates to mobility, safety and infrastructure system maintenance and improvement.

The project area includes key access points and corridors along the Interstate 76, 78, 80, 81, 84, 380 and 476 highway networks as well as the key state roads such as Routes 6, 11, 22, 33, 61, 72, 222, 309, 315, 322, 422, 501 and 924, many other local and lower order roads, bridges, the freight rail and air cargo systems. The project area also, has direct connections to port facilities located outside of the region.

The Eastern Pennsylvania Freight Alliance (EPFA) proposes to develop a multi-regional freight plan for the 10-county area comprised of Berks, Carbon, Lebanon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike and Schuylkill Counties. The EPFA anticipates developing a plan that coordinates all modes for freight travel to create a robust mega-regional transportation network that is safe, convenient and efficiently accommodates the growing industrial sector without jeopardizing system mobility, reliability or security.



The transportation infrastructure inherited from previous generations was built to improve efficiency and serve the needs of the past. In today's global economy, freight movement is a complex and competitive component that is integral in all parts of society. Freight planning is an essential element of a region's Transportation Planning effort to ensure transportation is safe and efficient for all aspects of the community. Efficient movement of freight between markets is critical to the success and livelihood of the EPFA's and Pennsylvania's economy. Arguably the freight moving through the mega-region supports the Nation and is evidenced by the total Gross Domestic Product of the partner regions which totals \$99,227,187 annually (Bureau of Labor Statistics, December 2020). However, the rapid growth in new freight facilities across the region, the highest currently in the Nation, is posing significant strain and new challenges on land use, infrastructure, equity communities, government resources, local values, emergency management, the workforce and employers, housing and the environment.

The EPFA is home to nearly 2.2 million people or over 17% of the Commonwealth's population and employing 238,942 people in the 'industrial sector' which includes: transportation and warehousing,

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manufacturing, mining, quarrying, oil and gas extraction and wholesale trades alone (Bureau of Labor Statistics, January 2021).

Counties Included in Metropolitan Planning Organization Partner Areas	2019 Census Population Estimates	Total Population Estimate By MPO
Berks County/Reading Area Transportation Study		
Berks County	420,152	420,152
Lackawanna/Luzerne Metropolitan Planning Organization		
Lackawanna County	210,793	
Luzerne County	317,646	528,439
Lebanon County Metropolitan Planning Organization		
Lebanon County	141,314	141,314
Lehigh Valley Planning Commission/Transportation Study		
Lehigh County	368,100	
Northampton County	304,807	672,907
Northeastern Pennsylvania Alliance Metropolitan Planning Organization		
Carbon County	64,227	
Monroe County	169,507	
Pike County	55,933	
Schuylkill County	142,067	431,734
<b>Total Population All MPOS</b>		<b>2,194,546</b>

The importance of establishing common objectives and goals for freight planning is recognized widely by the federal and state governments through laws and associated policies. With over 100 million square feet of existing industrial space in the EPFA market today and at least another 35 million square feet in planning or construction, the private sector continues to recognize the value of the mega-region's location and proximity to market, labor force, industrial legacy and available land, among other attributes that have caused this market to increase by at least a third in the last five years (CBRE quarterly market reports summaries). The American Transportation Research Institute notes that "Freight plans are critical blueprints for how the public sector will develop, manage and maintain public elements of freight networks...Freight plans also provide an understanding of how safe, efficient and productive freight systems benefit local and state economics and help meet local, regional, and national goals for safety and productivity." The time is now to manage, prepare and grow multi-regional freight planning.

Regional freight planning is a community based, data driven, multimodal planning process specific to freight movement that delivers an intentional and implementable strategy for improving freight mobility and safety. Although the vision, goals and actions will be developed as part of the planning process, anticipated objectives include identifying the origins, routes, and destinations of freight movement, assessing the existing multimodal infrastructure, stakeholder communication, and making informed decisions to support the EPFA's vision for safety and the growth of its communities.

This freight plan is intended specifically to:

- Improve the understanding of what freight planning is and how it impacts the mega-region
- Develop common language and definitions for freight planning
- Follow a data driven process
- Engage stakeholders, including equity and environmental justice communities
- Identify freight movement within the region and designate key freight routes
- Identify data resources and create analysis tools
- Develop an integrated multimodal Regional Freight Network specific to the mega-region
- Develop policies, land use, projects, and other initiatives to enhance the safety, mobility, and preservation of freight movement
- Develop community design guidance that supports the transportation-land use connection
- Develop and monitor a plan for evaluating and improving performance measures that support the safe, efficient, and reliable movement of freight
- Prepares the mega-region for changes in freight technologies and mobility

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- Identify potential funding or grant programs to assist with projects and support each EPFA partner and the Pennsylvania Department of Transportation with their long-range transportation plan and transportation improvement program project selection processes
- Incorporate federal and state freight planning to maintain consistency and compliance across governments and communities.

The Eastern Pennsylvania Freight Alliance proposes to develop a multi-regional freight plan for the 10-county area comprised of Berks, Carbon, Lebanon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill Counties and covering 398 municipalities within those counties. The plan will seek to coordinate for multimodal freight travel and discuss the multimodal travel to work for employees. The coordination of multimodal freight travel will seek to create a robust mega-regional transportation network that is safe, convenient, and efficiently accommodates the growing industrial sector without jeopardizing system mobility, reliability, or security.

The Consultant will work closely with Eastern Pennsylvania Freight Alliance, Pennsylvania Department of Transportation, US Department of Transportation and industry stakeholders to create a mega-regional freight plan.

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### **SECTION 2. GENERAL TERMS**

The LVPC reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the LVPC.

The contract is subject to the approval of LVPC and is effective only upon their approval.

Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.

Proposals will remain effective for LVPC review and approval for ninety (90) days from the deadline for submitting proposals.

If only one proposal is received by the LVPC, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the ninety (90) day period that proposals are effective.

The proposer is encouraged to add to, modify or clarify any scope of work items it deems appropriate to develop a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed must accomplish the goals and work stated in this RFP.

Anticipated professional services agreement is included in the appendices.

The LVPC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. SS 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in the response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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## SECTION 3. SCOPE OF WORK

The Eastern Pennsylvania Freight Alliance seeks to develop an understanding of the movement of freight in the Eastern Pennsylvania mega-region and its effects on publicly funded infrastructure. The Eastern Pennsylvania Freight Alliance must understand the pressures freight adds to our communities, landscape, and road network to act now and properly prepare for the future. The Eastern Pennsylvania Freight Alliance Freight Plan will provide key answers to many questions, provide the Eastern Pennsylvania Freight Alliance with a deeper understanding of the freight landscape, and identify deficiencies within the freight network. The Eastern Pennsylvania Freight Alliance Freight Plan will provide the mega-region with long-term strategic plans and policies in the movement of goods through the Region, while protecting the environment and the surrounding communities. Throughout the process stakeholder coordination will be key to creating a Regionally relevant Eastern Pennsylvania Freight Alliance Freight Plan.

The Eastern Pennsylvania Freight Alliance Freight Plan must include, at a minimum, the required Moving Ahead for Progress in the 21st Century Act (MAP-21) and the Fixing America's Surface Transportation Act (FAST) Act established performance-based planning and programming (PBPP); Title 23 Part 450 of the Code of Federal Regulations (23 CFR 450) Subpart C requires state departments of transportation, Metropolitan Planning Organizations and Rural Planning Organizations (MPOs/RPOs), and operators of public transportation to jointly agree upon and develop written provisions for how they will cooperatively develop and share information related to five key elements of performance-based planning and programming. The freight specific performance metrics form the base of a data-driven approach to decision making for the freight mega-region.

The key elements are:

- Transportation performance data
- The selection of performance targets
- The reporting of performance targets
- The reporting of performance to be used in tracking critical outcomes for the region of the Metropolitan Planning Organizations
- The collection of data for the state asset management plan for the national highway system (NHS)

The following outline of the main goals and objectives of the Eastern Pennsylvania Freight Plan weaves all the above elements throughout the plan.

### **Task 1 – Regional Freight Profile**

This task will develop a Regional Freight Profile that will compile the necessary data for a region wide freight analysis and will provide key metrics to aid in the decision-making process. Data collection should be improved by including “several of the key recommendations of the second Strategic Highway Research Program research effort, Freight Demand Modeling and Data Improvement (SHRP2 Report S2-C20-RR-1). These are: (1) the compilation of industry-level freight data at a finer geographic level than the regional and county level data typically used in freight planning); (2) incorporating local land use policies and controls in the freight forecasting process, and (3) tying freight planning to broader economic trends and supply chain dynamics” (PennDOT Freight Movement Plan). The data requirements will include, but are not limited to, the below for the Eastern Pennsylvania Freight mega-region.

- Complete a mega-region freight Infrastructure review.
- Calculate all relevant Freight Performance Measures for the freight mega-region.
- Document all relevant mega-region freight data including, but not limited to:



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- Freight Analysis Framework
- Truck volumes/classification
- Truck Parking Locations and Capacity
- Vehicle Miles Traveled
- Tonnage
- Air/Rail/Truck Splits
- Rail Crossings
- Truck Travel Time Reliability
- Bottlenecks
- Level of Service of routes of significance
- Commodity flows and forecasts
  - Inter-state
  - Intra-state
- Major Generators
  - Origin/Destination (American Transportation Research Institute Data (ATRI))
- Land Use Data
- Functional Class information
- Multimodal Workforce Travel to work-infrastructure
  - Transit, bike, ped, ridesharing

#### **Task 2 – Regional Freight Network Map(s)**

Creation of a series of static and online-interactive maps, utilizing ArcGIS Online or similar agreed upon tool, of the Regional Freight Network for the Eastern Pennsylvania Freight mega-region to provide an understanding of the overall Freight Network. This provides visual insights to the interconnections of the freight network operating between all the planning organizations.

- Multi-modal freight network
  - Regional land use
  - Inter-state and Intra-state connections/routes
    - Freight corridors
  - Freight Centers

#### **Task 3 – Operations and Safety**

Document the operations and safety systems and initiatives for the Eastern Pennsylvania Freight mega-region and determine how they are impacting freight mobility. The safe and efficient movement along the freight network is key in mitigating the potential of non-recurring congestion within the mega-region. In accordance with the PennDOT Freight Movement Plan, the task should seek to: (1) Reduce truck-related crashes, injuries, and fatalities; (2) Reduce non-recurring delays on the National Highway Freight Network; and (3) Enhance interoperability of the highway network within the megaregion and with neighboring jurisdictions, including New Jersey and New York Metropolitan areas that are participants in the Metropolitan Area Planning Forum.

- Safety Data
  - Crash data
  - Crash trends
- Emergency Services
  - Traffic Incident Management Plans
- Congestion Management Process strategies and objectives
- Intelligent Transportation System Infrastructure
- Regional Operations Plan compliance
- Transportation Improvement Program (TIP) Projects
- State Transportation Improvement Program (STIP) Projects

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- PennDOT 12-year program
- Metropolitan Planning Organization Long Range Transportation Plans

#### **Task 4 – Freight Trends**

Develop the freight transportation trends and future forces which could affect the Eastern Pennsylvania Freight Plan mega-region. This includes the interrelationships of freight from other areas regardless of mode.

- Commodity flow forecasts by all relevant freight modes
  - Future freight growth
  - Future freight demand
- E-commerce growth
- Future Delivery Methods
  - Drones and robotics
  - Other relevant modes
- Truck Platooning
- Automation
- Alternative Fueling

#### **Task 5 – Needs and Deficiencies**

Develop the needs and deficiencies of the freight network determined by analyzing the regional freight profile of the Eastern Pennsylvania freight mega-region.

- Stakeholder discussions
  - A mix of virtual and in-person (based on COVID protocols) joint regional meetings
    - Public stakeholders
    - Private stakeholders
    - Non-Profit stakeholders
- Regional Freight Profile analysis
- Regional Freight Network Analysis

#### **Task 6 – Policy**

Discuss the current federal, state, and regional freight policies which guide the planning for the Eastern Pennsylvania freight mega-region. Develop a policy framework that combines qualitative and quantitative information and is consistent with all partner Metropolitan Planning Organization's Long-Range Transportation Plans and County Comprehensive Plans to ensure the transportation-land use connection.

#### **Task 7 – Recommendations**

Develop the Regional freight vision including goals, objectives and the recommendations to achieve them on both the mega-region level and Metropolitan Planning Organization (MPO) region level.

- Regional Action Plan
  - In conjunction with the Regional Freight Vision, develop long-term goals.
    - Future freight land use and land use policy.
    - Future freight infrastructure and infrastructure policy.
  - Develop Short-term, mid-term and long-term objectives with strategy recommendations, to achieve goals, policies and objectives of the plan.
  - Identification of funding sources to implement plan recommendations.
- MPO specific localized action plans that address:
  - unique freight congestion conditions and freight movement problems at specific locales in each of the MPOs. (locales to be determined)
  - infrastructure maintenance, inter and intra-coordination needs

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- address functional classification changes, improvements in system management, travel time reliability and safety
- suggestions related to the transportation-land use connectivity, county and local planning
- equity and environmental justice and freight-related movements and developments
- air-quality and environmental management and improvements-related to freight movements and developments
- Incorporate the findings of various Truck Parking Roundtables
- Model ordinance/guidance that requires operational and support features in freight generating development in rural, suburban and urban communities.

#### **Task 8 – Additional Deliverable**

Provide each Metropolitan Planning Organization with all data, interviews, recordings, minutes, notes, tables, videos, maps, geographic information systems, social media, websites and web content and all information related to the plan development process and plan. This will prove useful for each Metropolitan Planning Organization as it will relieve staff from gathering similar data for future use and will enable all Metropolitan Planning Organizations to work from the same data set for future projects.

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## SECTION 4. CONSULTANT QUALIFICATIONS

The Consultant must meet the following requirements:

1. Have documented experience developing and implementing successful, cross-sector public participation efforts. Experience coordinating and collaborating with government agencies, metropolitan planning organizations, private and non-profit sectors and involving equity communities in quality, meaningful engagement is critical.
2. At least one member of the Consulting Team must have documented, prior experience conducting studies of the project type being undertaken. This person should be the project leader and assume overall project coordination responsibilities between the LVPC, Project Partners and the Consulting Team.
3. Have documented experience with all of the following: professional land use and transportation planning, transportation engineering, work for and/or collaboration with metropolitan planning organizations, Departments of Transportation, and US Department of Transportation, development of comprehensive and strategic plans and policies related to freight infrastructure and goods movements, land use, environmental and equitable planning.
4. Have documented experience working with transit providers, transit agencies, transit systems and have an understanding of workforce needs and development.
5. Have documented experience working with:
  - a. airports, air freight services and air cargo land uses
  - b. railroads, both freight and passenger, rail services and rail systems
  - c. trucking companies, services and systems
  - d. ports (inland and water), ports services companies and systems
  - e. coordination between modes of all modes of freight travel.
6. Have documented experience in developing and recommending to local government officials, private sector entities and nonprofit organizations policies and procedures related to freight and goods movement, including mitigation and management strategies.
7. Have documented experience in setting goals, analyzing problems, generating alternative solutions, and providing recommendations and implementation strategies.
8. Have documented experience developing cost estimates and capital improvements programming associated with long-range transportation plans, transportation improvements programs with a freight transportation focus.
9. Have documented experience working on competitive grant applications for infrastructure, especially from the US Department of Transportation.

A good consulting team involves professionals from various disciplines, such as landscape architecture, architecture, engineering, recreation and parks, community and transportation planning. A Consultant or Consulting Team with documented expertise in a variety of disciplines is required. If the project requires any conceptual design work, the LVPC requires that the report be under seal of a licensed professional who is authorized by Pennsylvania law to apply the seal. Depending on the project, the professional could be a landscape architect, architect, or engineer. We recommend including a practitioner with relevant management experience on the project team. Overall this endeavor is to create a plan and therefore, requires at a minimum professional planning services.

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## SECTION 5. INSTRUCTIONS

Consultants are encouraged to submit comprehensive proposals.

It is the responsibility of all Proposers to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after deadline.

### General Information

- Proposals should not exceed 10 pages (excluding forms)
- Submissions must be made using PennBid.

The following items must be submitted with each proposal. Failure to include ANY of these items may result in a proposal being rejected.

### Letter of Transmittal/Cover Letter

A cover letter is required from a principal in the firm submitting the proposal on behalf of their company or consortium. The cover letter shall be no longer than two (2) pages and shall include:

- **Introduction**
- **Business Organization:** The full company name, address, telephone number(s), fax number(s), and e-mail address(es) of the person(s) who will be authorized to represent the Proposer. If applicable, include the address, telephone number(s), fax number(s), and e-mail address(es) for the branch office or other subordinate element that will perform or assist in performing work on the project. In addition, the businesses' Employer Identification Number, and DUNS number need to be provided. Indication that the Proposer is currently registered in the federal System for Award Management is also required.
- **Operations:** Indicate whether the Proposer operates as an individual, partnership or corporation; if incorporated, include the state of incorporation.
- **Lawsuits:** Indicate whether or not the Proposer is a party to an outstanding lawsuit against the Lehigh Valley Planning Commission, the Lehigh Valley Metropolitan Planning Organization/Lehigh Valley Transportation Study, the Lehigh and Northampton Transportation Authority, Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS), the Pennsylvania Department of Transportation, and/or the United States Department of Transportation.
- **Certification:** The letter shall agree to all terms and conditions in this RFP, and specifically include the following language:
  - No employee of the Lehigh Valley Planning Commission (LVPC), no member of the LVPC Executive Board, no employee of the Metropolitan Planning Organization/Lehigh Valley Transportation Study (the MPO), Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Lehigh Valley Transportation Study (LVPC/LVTS), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS), no voting member of the MPO's governing bodies, no member of the governing body or staff of any MPO member jurisdiction, , and no member or employee of the Pennsylvania Department of Transportation exercising functions or responsibilities with respect to this project shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.

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- **Signature:** The letter shall be signed by a person authorized to bind the company to all commitments made in the proposal.

By submitting a proposal pursuant to this RFP and executing the cover letter, Proposer acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals must be submitted by PennBid, Pennsylvania's Electronic Document & Bid Management Program.

### **Proposal**

The body of the Proposal shall include, in order:

1. **Executive Summary:** Provide a complete and concise summary of Proposer's background, areas and levels of expertise, relevant experience, and ability to meet the requirements of this RFP. The executive summary should briefly state why the Proposer is the best candidate for the engagement. The summary should be organized so it can serve as a stand-alone document apart from the remainder of the proposal.
2. **Technical Approach and Proposal Services:** Provide and/or describe in detail the Proposer's management and operating plan for delivery of services set forth in the RFP, including:
  - a. An organizational chart and staff availability matrix for the proposed project showing the key personnel assigned to each task;
  - b. Resumes of key management personnel;
  - c. An operational plan describing in detail how Proposer will achieve the intent and purpose of the engagement;
  - d. A detailed description of the professional services to be provided;
  - e. Troubleshooting and follow-up protocols;
  - f. Project management tools to be used in implementation;
  - g. Description of Completed Project; with an anticipated timeline for completing the project deliverables.
3. **Qualifications:** Provide professional credentials and expertise of the Consultant, Sub-Consultant(s), and key personnel assigned to this project. If the technical work is to be performed by the lead and/or Sub-Consultant, please identify any Disadvantaged Business Enterprise (DBE). Although standard personnel resumes may be included as attachments to the proposal, simplification specific to this solicitation is required in this section. The absence of such project specific information may cause the proposal to be deemed nonresponsive.
4. **Prior Project Experience:** Identify prior experience in similar project activities, including descriptions, samples, costs, and project duration of successfully completed projects.
5. **Availability:** Indicate other projects in which the Proposer is currently engaged or likely to be engaged in during the project period for those with a principal role in this project. Please express commitments as a percentage of available time. The *Eastern PA Freight Plan* must be completed by June 30, 2023.
6. **Fee Proposal:** Include a detailed, task-by-task cost estimate, including direct labor costs, other direct costs, travel, overhead, and profit information. Proposer must provide the names and titles of assigned staff with estimated hours and hourly rates. Proposer shall provide its best estimate

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of expenses including, but not limited to, travel, supplies, copies, and postage. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final maximum amount, including costs and expenses for all anticipated services. Please provide a separate fee proposal for each phase of the scope of work. The budget is \$275,000.00.

7. **References:** A minimum of three (3) references for the prime Consultant and two (2) for any Sub-Consultant(s) shall be provided. Names, titles, addresses, and telephone numbers shall be included for each reference. All references shall include work directly performed by key personnel proposed to be assigned to this project.
8. **Attachments:** Executed copies of:
  - Disadvantage Business Enterprise (DBE) Participation Schedule (if applicable)
  - Certification of Lobbying and Disclosure
  - Certification of Non-Collusion
  - Certification of Contingent Fees
  - Certification of Fair Employment Practices
  - Conflict of Interest Disclosure

### **Disposition of Proposals**

All proposals submitted in response to this RFP will become the property of LVPC and a matter of public record.

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### SECTION 6. SUBMISSION, EVALUATION AND SELECTION

#### **Submission**

All materials submitted in response to this RFP become the property of the LVPC upon submission and are to be appended to any formal documentation which would further define or expand the contractual relationship between the LVPC and the Proposer.

#### **Inquiries**

Any information which may have been released by LVPC staff prior to the issuance of this RFP shall be disregarded. Requests for clarification and questions should be directed to the PennBid submission tool. Any correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Significant inquiries made and answered will be summarized in writing for distribution on the PennBid system no later than, March 2, 2022.

#### **Verification of Information**

LVPC staff may verify all information submitted as part of a Proposal. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the proposal.

#### **Exceptions**

Any desired exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific page and paragraph of the RFP in which the conflict exists. A Proposer's preprinted terms and conditions will not be considered as exceptions.

#### **Proposal Opening**

Proposals shall be opened on the date and time listed in the schedule of this RFP through the PennBid system. At that time, the name of each Proposer shall be publicly distributed and recorded in PennBid. All offers and any modifications and other information received in response to this RFP shall be shown only to authorized individuals having a legitimate interest or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be open for public inspection.

#### **Late Proposals**

Late proposals will not be considered.

#### **Withdrawal of Proposals**

A Proposer (or designated representative) may withdraw their proposal at any time prior to the specified due date and time.

#### **Required Forms and Assurances**

The following forms and assurances (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response.

- Disadvantage Business Enterprise (DBE) Participation Schedule (if applicable)
- Certification of Lobbying and Disclosure
- Certification of Non-Collusion
- Certification of Contingent Fees
- Certification of Fair Employment Practices
- Conflict of Interest Disclosure



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### Evaluation

Proposals will be reviewed and scored by Eastern PA Freight Alliance. A recommendation for contracting will be made to the LVPC Executive Director based upon the reviews, scoring, any interviews and deliberation of the Eastern PA Freight Alliance, to the LVPC Executive Committee for any contracting.

**Table 1: Evaluation Criteria**

WEIGHT FACTOR	CRITERION	STANDARD
3.5	Technical Approach	<p>Does the proposal reflect a thorough, thoughtful, creative approach?</p> <p>Is there evidence of a clear understanding of the project objectives, methodology to be used, and results that represent desired goals?</p> <p>What is the technical quality of the proposal?</p> <p>Does the proposal include clear indication that all requirements outlined can be achieved?</p> <p>Is there evidence of a clear understanding of freight and goods movements and needs and the interrelationships with comprehensive, land use and transportation planning and programming?</p> <p>Is there evidence of a clear understanding and a logical and inclusive approach to public participation, equitable communities and environmental improvement (climate action)?</p> <p>Is there evidence of a clear understanding and a logical approach to planning for future forces and addressing the highly-dynamic transportation sector?</p>
3.5	Capital Planning	<p>Does the proposal reflect a thorough, logical and detailed approach to capital planning?</p> <p>Is there evidence of a clear understanding of the types of projects and costs that may be generated from the project?</p> <p>Is there evidence of a clear understanding of the relationship between federal, state and metropolitan planning plans and programming and infrastructure funding and finance?</p> <p>Is there evidence of a clear understanding of competitive grant programs available and emerging that can support project implementation?</p>
2.0	Personnel	<p>Do the people working on the project have the appropriate skills and experience?</p> <p>Are there sufficient people with requisite skills assigned to the project?</p> <p>Is there indication that the project can be delivered on time?</p>
1.0	Cost and Price Analysis	<p>Does the cost in the proposal support the needs of the project?</p> <p>What is the cost-to-value ratio for the proposal?</p>

For each proposal, individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together for a total score, with a maximum possible score of 100.

## **REQUEST FOR CONSULTING SERVICES**

### *Eastern Pennsylvania Freight Plan*

#### **Selection**

##### **Optional Interviews and Presentations**

The LVPC has the authority to select the top two or three highly scored Consultants and invite them for an optional interview prior to awarding the contract. In this process, the Review Committee, which will include Eastern PA Freight Alliance Partners, may ask the respondents to give an oral presentation, no more than 20 minutes, of their respective proposals. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Consultant to clarify or elaborate on their qualifications without restating the proposal to the Review Committee. The optional interview and presentation is merely to present facts and explanation to the Review Committee, and not to negotiate any terms of the contract or selection process. The optional interview and presentation, if deemed necessary by the Review Committee, will be held virtually using the Microsoft Teams platform. The day and time will be notified to the respondents at least one week prior to the meeting. All costs and expenses incurred for the purpose of interview and presentation shall be the responsibility of the Consultant.

##### **Contract Award**

Contract will be awarded based on a competitive selection and scoring process. The scores from the technical proposal evaluation, cost proposal evaluation and interviews and presentation (if held) will be summed in making a final decision to award the contract. It should be noted that the Consultant with the lowest cost proposal will not necessarily be awarded the contract. The Review Committee shall conduct evaluations and provide a ranked list of the Consultants, along with their final selection for hire. The LVPC will enter into an agreement with the selected Consultant.

##### **Contract Negotiations**

Based on the information submitted and internal budgetary considerations, the LVPC may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, the LVPC can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations will begin with the third ranked firm. This process will continue until all interviewed firms have been exhausted.

##### **Award of Contract**

Notwithstanding any other provision of this RFP, the LVPC expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all proposals, or portions thereof
- Reissue a Request for Proposal
- Modify the number and types of data to be collected to meet budgetary limitations
- Cancel the Solicitation

##### **Offer and Acceptance Period**

A response to this RFP is an offer to contract with the LVPC based upon the terms, conditions, scope of services and specifications contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

## REQUEST FOR CONSULTING SERVICES

### *Eastern Pennsylvania Freight Plan*

## SECTION 7. CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES

A proposed contract is included in Appendix A for review. If it is satisfactory, it should be completed, executed, and submitted with the proposal. If an alternative contract is preferred, Proposer may submit it as a part of proposal. However, the LVPC reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional (consulting) services contract.

### **Contract Provisions**

This section is not all-inclusive but contains major provisions which may affect the development of a proposal.

### **Payment**

The contract for this project will be a cost plus type, and payment will be made only after proper invoices and supporting documentation have been submitted to the LVPC. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude the LVPC from making claim for adjustment on any service found not to have been in accordance with the contract.

### **Taxes**

The LVPC is exempt from PA State or Local Sales and Use Tax. Exemption certificates will be furnished upon request.

### **Conflict of Interest**

The LVPC reserves the right to preclude offering a work assignment to a Consultant should a real, apparent, or potential conflict of interest exist as determined by the LVPC.

### **Performance Standards**

The LVPC relies upon the Consultant to provide services in accordance with the contract and performance standards established for each work assignment. The Consultant agrees that time is of the essence, and that contractual commitments shall be met.

### **Cancellation**

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the LVPC:

- Consultant fails to adequately perform the services required in the contract;
- Consultant attempts to impose service or workmanship which is of an unacceptable quality; or
- Consultant fails to make progress in the performance of the requirements of the contract, and/or gives the LVPC a positive indication that the Consultant will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the LVPC because of the cancellation, agrees to indemnify the LVPC for its cost in procuring the services of a new Consultant.

The LVPC shall give the Consultant written notice of default. After receipt of such notice, the Consultant shall have five (5) business days in which to cure such failure. In the event the Consultant does not cure such failure, the LVPC may terminate all or any part of the contract without further consideration by so notifying the Consultant in writing.

## **REQUEST FOR CONSULTING SERVICES**

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#### **Contract Termination**

By written notice, the LVPC may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, Consultant will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

#### **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

#### **Confidentially**

Consultant acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

Consultant shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The LVPC reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the LVPC. All proprietary information and all copies thereof shall be returned to the LVPC upon completion of the work for which it was obtained or developed.

#### **Removal of Contract Employees**

Consultant agrees to utilize only experienced, responsible, and capable people in the performance of the work. The LVPC may require that the Consultant remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of the LVPC.

#### **Contract Term**

The term of any resultant contract shall commence on the date of Notice to Proceed, unless terminated, canceled, or extended as otherwise provided herein.

#### **Contract Extension**

The LVPC reserves the right to extend the contract period for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any contract may be extended for supplemental periods up to a maximum of 120 days or as mutually agreed.

#### **Insurance**

Without limiting its liability, Consultant shall maintain the following insurance during the life of the contract: worker's compensation, comprehensive general liability, automobile liability, and errors and omissions. Consultant shall provide LVPC with a standard Certificate of Insurance as evidence of this coverage. The amounts of coverage are outlined in Exhibit A - Contract, but shall generally be sufficient to protect the LVPC from liability as a result of this project. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to LVPC.

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### **SECTION 8. DISADVANTAGED BUSINESS ENTERPRISE AND SMALL BUSINESS ENTERPRISE PROGRAMS**

The LVPC is committed to providing opportunities for Disadvantaged Business Enterprises (DBE) to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PAUCP) in accordance with 49 CFR Part 26. Any party that enters into an agreement with LVPC is encouraged to involve DBEs in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

In addition to DBEs, LVPC encourages the use of small businesses under the Small Business Enterprise (SBE) program in Pennsylvania. Small business concerns are those entities seeking to participate in contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business Administration regulations as per 13 CFR Part 121. These programs are designed to facilitate greater participation of small businesses in transportation related procurements. Any party that enters into an agreement with LVPC is encouraged to involve SBEs in the required work and to submit documentation of any such involvement in the proposal narrative and budget.

**For this project, the DBE/SBE goal shall be a minimum of 3.93%**

#### **Submission Requirements**

The respondent, using the attached DBE Participation Schedule, included in the Section 9: Forms, is required to furnish the following documentation as part of their proposal:

- The names and addresses of DBE firms that will participate in the Contract
- A description of the work that each DBE will perform
- The percentage of participation of each DBE firm participating

Contractors must maintain records to ensure compliance with 49 CFR Part 26 obligations by indicating the number of DBE/SBE and non-DBE/SBE subcontractors, the type of work performed on the project, documentation of efforts to secure DBE/SBE firms for available subcontracting opportunities and the means of communication used to obtain the services of DBE/SBEs, and dollar amounts paid to DBE/SBEs.

Contractors looking for certified DBE/SBEs can search these online databases:

- PA Unified Certification Program: <https://paucp.dbesystem.com/>
- PA Small Business Enterprise Program: <https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>

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### **SECTION 9. FORMS AND ASSURANCES**

The following forms and assurances (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response.

1. Disadvantage Business Enterprise (DBE) Participation Schedule (if applicable)
2. Certification of Lobbying and Disclosure
3. Certification of Non-Collusion
4. Certification of Contingent Fees
5. Certification of Fair Employment Practices
6. Conflict of Interest Disclosure

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**FORM AND ASSURANCE #1**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION SCHEDULE**

As specified in the DBE Participation Section included in the Request for Proposal Documents, the Proposer shall furnish to LVPC’s satisfaction the details of disadvantaged business enterprise participation.

**Table 1: All Work to be Performed by DBEs**

Name of DBE Firm	Contact Person (Business Address & Telephone Number)	Description of Work to be Performed	Total DBE Agreed Percentage to be Credited to DBE Goal

**Project Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Firm or Corporation:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

Proposers are hereby notified that the information contained herein will be verified with the designated DBE firm. Additionally, if and when the award of a contract is made, all DBE firms listed herein will be simultaneously notified of the award. LVPC reserves the right to waive informalities herein in its sole reasonable discretion. All percentages must be expressed as a percentage of the proposer’s total maximum price to LVPC.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**FORM AND ASSURANCE #2**

**CERTIFICATION REGARDING LOBBYING  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

\_\_\_\_\_  
(Date)



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**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
 0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): _____ _____ _____ _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ter above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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**FORM AND ASSURANCE #3**

**CERTIFICATION OF NON-COLLUSION**

The undersigned, having been fully informed regarding the accuracy of the statements made herein, certifies that:

(1) This proposal was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Proposer or potential Proposer.

(2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.

(3) This proposal 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 application.

(4) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of 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.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

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**FORM AND ASSURANCE #4**

**CERTIFICATION OF COMMISSIONER**

I, the undersigned, hereby certify that I am a duly authorized representative of the firm, and that neither I nor the firm I represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this agreement;
- b) Agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement or
- c) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement, except as here expressly stated (if any):

*I acknowledge that this certification is to be furnished to the Department of Transportation of the Commonwealth of Pennsylvania, and to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to the applicable State and Federal laws, both criminal and civil.*

*I acknowledge that this certification applies to the firm and interactions by individuals within the firm that I represent, as it relates to the influencing or attempting to influence officers or employees of the LVPC, members of the LVPC Executive Committee, an officer or employee of any LVPC member jurisdictions, or officer or employee of any Metropolitan Planning Organization member jurisdictions in connection with the award of any LVPC contract, the making of any LVPC grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any LVPC contract, grant, loan, or cooperative agreement.*

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

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**FORM AND ASSURANCE #5**

**CERTIFICATION OF FAIR EMPLOYMENT PRACTICES**

The undersigned states that \_\_\_\_\_ (Proposer), by its employment policy, standards and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, sex, religion, or disability.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

# REQUEST FOR CONSULTING SERVICES

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## FORM AND ASSURANCE #6

### CONFLICT OF INTEREST DISCLOSURE

#### Instructions

The LVPC, in keeping with the Commonwealth of Pennsylvania Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their proposal. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

All questions apply to all members of the Eastern PA Freight Alliance and answers should address all members. Members include: U.S. Department of Transportation (USDOT), Pennsylvania Department of Transportation (PennDOT), Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Lehigh Valley Transportation Study (LVPC/LVTS), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS) and shall be referred to as "MEMBERS" throughout this form.

#### Questions

1. Does your firm have an existing relationship with any employee(s) and/or member(s) or officer(s) of the Executive Committee or the MPO boards of the MEMBERS that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm becomes a recipient of a contract with the LVPC?

YES  NO

If "yes," please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Have you or any member of your firm been an employee of the MEMBERS, served as a member of the Executive Committee, or as an MPO officer of the MEMBERS within the last 24 months?

YES  NO

If "yes," please list name(s), position(s), and dates of service:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to any of the following: an employee, Executive

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Committee member, or MPO officer of the MEMBERS that is considering your contract proposal?

YES  NO

If "yes," please list name and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

- 4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee, Executive Committee member, or officer of the MPO of any of the MEMBERS?

YES  NO

If "yes," please list name and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

- 5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee, Executive Committee member, or MPO officer of the MEMBERS?

YES  NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Value: \_\_\_\_\_

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

## REQUEST FOR CONSULTING SERVICES

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### SECTION 10. APPENDICES

#### PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "**Agreement**"), dated as of [DATE] (the "**Effective Date**"), is entered into by and between **THE LEHIGH VALLEY PLANNING COMMISSION**, with offices located at 961 Marcon Boulevard, Suite 310, Allentown , PA 18109 ("**Commission**") and [INSERT FIRM] with offices located at [INSERT FIRM ADDRESS] ("**Contractor**").

**WHEREAS**, Commission has entered into a Memorandum of Understanding with Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS) ("**ALLIANCE**");

**WHEREAS**, Commission has issued a Request for Proposal related to the "Eastern Pennsylvania Freight Plan" ("**RFP**");

**WHEREAS**, funding for the project described in the RFP is provided by the Commission, US Department of Transportation, ("**USDOT**"), and the Commonwealth of Pennsylvania Department of Transportation, ("**PENNDOT**") and collectively with Commission, USDOT, PENNDOT and any other applicable governmental entity, the "**Departments**", and each, individually, a "**Department**";

**WHEREAS**, Contractor has the capability and capacity to provide certain consulting services related to the RFP; and

**WHEREAS**, Commission desires to retain Contractor to provide the said services under the terms and conditions hereinafter set forth, and Contractor is willing to perform such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Commission (hereinafter, collectively, the "**Parties**", or each, individually, a "**Party**"), intending to be legally bound, agree as follows:

1. **Services.** Contractor shall provide to Commission the services (the "**Services**") set out in the Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed accepted and incorporated into this Agreement only if signed by the Contractor's Authorized Representative (as defined in Section 3.1(a) below) and the Commission Representative (as defined in Section 5.1 below), appointed pursuant to Section 3.1(a) and Section 5.1, respectively. Notwithstanding that Exhibit A is intended to capture all tasks as outlined in the RFP, Contractor pledges to provide all services specified in the RFP. Contractor represents and warrants that it shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in the applicable Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with the highest professional standards in Contractor's field; and (e) to the reasonable satisfaction of Commission.

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#### 2. Change Orders.

2.1 If either Party wishes to change the scope or performance of the Services under a particular Statement of Work, it shall submit details of the requested change to the other in writing. Contractor shall, within a reasonable time after such request (and, if such request is initiated by Commission, not more than ten (10) business days after receipt of Commission's written request), provide a written estimate to Commission of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

2.2 Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with this Agreement.

2.3 Notwithstanding the foregoing of anything to the contrary provided herein, Commission may unilaterally modify the scope or performance of the Services as necessary to comply with any modifications to the PENNDOT Contract that result from changes made to those contracts by a Department. In the event of any such modifications, the Parties shall mutually agree on any corresponding changes to Contractor's fees hereunder that are necessary to account for any increase in the time, material or cost of Contractor's performance of the Services hereunder that result from any such modification.

#### 3. Contractor Obligations. Contractor shall:

3.1 Appoint representatives to the following positions after obtaining Commission's consent:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Contractor's Authorized Representative**").

(b) A sufficient number of employees to perform the Services set out in the Statement of Work, each of whose names, positions, billing rates, and respective levels of experience and relevant licenses shall be set out in the respective Statement of Work (collectively, with Contractor's Authorized Representative, "**Provider Representatives**").

3.2 Make no changes in Provider Representatives except either:



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- (a) With the prior consent of Commission, which consent shall not be unreasonably withheld;
  - (b) At the request of Commission, in which case Contractor shall use its best efforts to promptly appoint a replacement; or
  - (c) Upon the resignation, termination, death, or disability of the existing Provider Representative.
- 3.3 Assign only qualified, legally authorized Provider Representatives to provide the Services.
- 3.4 Comply with all applicable laws and regulations in providing the Services.
- 3.5 Comply with all of Commission's (or, as applicable, any applicable Department's) rules, regulations, and policies of which it has been made aware, in its provision of the Services.
- 3.6 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services in such form as Commission shall approve. During the Term (as defined in Section 10.1) and for a period of three (3) years thereafter (or, if any audit is conducted following the termination of this Agreement, three (3) months following the completion of such audit), upon Commission's written request, Contractor shall allow Commission, any Department or their respective representatives to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services; provided that Commission and/or the applicable Department provides Contractor with reasonable advance written notice of the planned inspection.
- 3.7 Prior to the final preparation and completion of any working papers and other documents related to the Services covered by this Agreement, Contractor shall submit said material in draft form for Commission's review. Any proposed revisions to the draft working papers or other documents resulting from Commission's review shall be discussed with Contractor and a final working paper(s) shall thereafter be established for Commission by Contractor.
- 3.8 Upon completion of the Services provided hereunder, or, at the request of Commission, Contractor shall provide Commission with copies of all data, studies, analysis and other information used in connection with the Services hereunder (e.g., photographs, GIS map files, Excel tables, etc.). All such information shall be provided in an electronic and editable format.
4. Prime Contracts, Compliance and Other Obligations. It is understood that this Agreement, as well as Contractor's performance of the Services hereunder, is subject to certain agreements between Commission and USDOT and/or PENNDOT. The PENNDOT contract is included as Schedule 1 to this Agreement ("**PENNDOT Contract**"). The Parties

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agree that: (i) any provisions of the PENNDOT Contract, which, by their terms, are required to be incorporated into any subcontracts, consulting agreements, or other similar agreements, between Commission and its service providers/contractors, or which otherwise relate to the Services covered by this Agreement, are hereby incorporated by reference into this Agreement; and (ii) Contractor shall be bound to Commission by the terms of the PENNDOT Contract and shall assume, to Commission, all the obligations and responsibilities that Commission by those documents owes to the applicable Department, except to the extent that the provisions contained therein are by the terms or by law applicable only to Commission (and Commission shall have all rights of the applicable Department under the applicable PENNDOT Contract vis-a-vis Contractor). Further included with these provisions are any applicable requirements as may be set out in Title 23 or Title 49 of the Code of Federal Regulations and/or in any other applicable law or regulation. For the avoidance of doubt and without limiting the foregoing in any way, the Parties agree that the following terms and conditions and/or schedules are hereby incorporated into this Agreement as a material part hereof:

4.1 Non-Discrimination / Sexual Harassment Clause. The terms and conditions of Exhibit B are hereby incorporated by reference as a material part hereof.

4.2 Non-Discrimination / Equal Opportunity Clause. Contractor, and any of its subcontractors, shall keep such records and reports as may be required to document compliance with 49 CFR Part 21, federal regulatory provisions on non-discrimination effecting Title VI of the Civil Rights Act of 1964 (the Act)(42 U.S.C. 2000 d-1 through d-4), The purpose of the Act is that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation. Non-discrimination requirements are further effected through provisions identified in Exhibit C.

4.3 Right to Know Law. The terms and conditions of Exhibit D are hereby incorporated by reference as a material part hereof.

4.4 Contractor Integrity Provisions. The terms and conditions of Exhibit E are hereby incorporated by reference as a material part hereof.

5. Commission Obligations. Commission shall:

5.1 Be responsible for performing those items specifically identified as Commission's responsibilities in the Statement of Work in a timely manner to support the completion of Contractor's Services hereunder.

5.2 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Commission Representative**"), with such designation to remain in force unless and until a successor Commission Representative is appointed, in Commission's sole discretion.

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5.3 Require that the Commission Representative responds promptly to any reasonable requests from Contractor for instructions, information, or approvals required by Contractor to provide the Services.

#### 6. Fees and Expenses.

6.1 Subject to the terms and conditions of this Agreement, for the Services to be performed hereunder, Commission will pay to Contractor a fee determined in accordance with the fee schedule set out in the Statement of Work. As set forth on the Statement of Work, Commission agrees to pay Contractor for services performed and expenses incurred during the project period. Notwithstanding the foregoing or anything to the contrary provided herein, it is understood that in no event shall the costs to Commission for Services performed or costs incurred exceed [amount].

6.2 Unless otherwise provided in the Statement of Work, Contractor shall prepare invoices for services performed and expenses incurred and submit them to Commission on a monthly basis. Contractor will transmit such invoices to the Commission within twenty-one (21) days following the end of each month. Each invoice shall include a detailed breakdown of hours spent by staff and cost of that time and a narrative of progress made that month. If Commission disputes any invoice items, Commission shall notify Contractor in writing within thirty (30) days after receipt of the invoice. All undisputed invoice amounts shall be paid by Commission to Contractor within sixty (60) days after Commission receives the invoice subject to payment for such Services having been made from PENNDOT (or any other applicable Department) to Commission.

6.3 Without prejudice to any other right or remedy it may have, Commission reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by Commission to Contractor.

#### 7. Intellectual Property.

7.1 Contractor assigns to Commission (and, if required pursuant to the Prime Contracts, to the applicable Department(s)), Contractor's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by Contractor while working for or on behalf of the Commission, which relate to, is suggested by, or results from matters set out in any active Statement of Work and depends on either:

(a) Contractor's knowledge of Confidential Information (as defined herein) it obtains from the Commission (or the applicable Department).

(b) The use of Commission's (or a Department's) equipment, supplies, facilities, information, or materials.

7.2 Contractor shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the Commission Representative.

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Contractor shall, upon request of the Commission, promptly execute a specific assignment of title to the Commission (and/or the applicable Department), and do anything else reasonably necessary to enable the Commission to secure for itself (and/or the applicable Department), patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Statement of Work, related to trade secrets of the Commission, or which relate to tasks assigned to Contractor by Commission, which Contractor may file within one year after termination of this Agreement, shall belong to Commission (and/or the applicable Department), and Contractor hereby assigns same to Commission (and/or the applicable Department), as having been conceived or reduced to practice during the term of this Agreement.

7.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Contractor in the course of performing services for Commission, together with any associated copyrights, are works made for hire and the exclusive property of Commission (and, if required pursuant to the Prime Contracts, the applicable Department(s)). To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to Commission (and, if required pursuant to the PENNDOT Contract, the applicable Department(s)) of the ownership of and all rights of copyright in, such items, and Commission (and, if required pursuant to the PENNDOT Contract, the applicable Department(s)) shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Contractor shall give Commission or its designees all assistance reasonably required to perfect such rights.

7.4 If for any reason, including incapacity, Commission is unable to secure Contractor's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 7, or to enforce such rights, Contractor hereby designates Commission as Contractor's attorney-in-fact and agent, solely and exclusively to act for and on Contractor's behalf to execute and file such documents with the same legal force and effect as if executed by Contractor and for no other purpose.

## 8. Confidentiality.

All non-public, confidential or proprietary information of Commission or, as applicable, a Department, ("**Confidential Information**"), including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, operational information, financial information or other information disclosed by Contractor pursuant to this Agreement, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Contractor's use in performing this Agreement and may not be disclosed or copied unless authorized by Commission in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Contractor's breach of this Agreement; (b) is obtained by Contractor on a non-confidential basis from a third-party that was not legally or

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contractually restricted from disclosing such information; or (c) Contractor establishes by documentary evidence, was in Contractor's possession prior to Commission's disclosure hereunder. Upon Commission's or a Department's request, Contractor, shall promptly return all documents and other materials received from Commission. Commission shall be entitled to injunctive relief for any violation of this Section.

#### 9. Special Conditions.

9.1 The Contractor shall have an active, valid, and complete System for Award Management ("**SAM**") registration as of the initiation date of this Agreement and provide such documentation to Commission.

9.2 The Contractor shall have a "D-U-N-S Number" and EIN and provide such documentation to Commission.

9.3 All deliverable publications prepared by Contractor shall include the following acknowledgement of assistance:

"The work that provided the basis for this publication was supported by funding through U.S. Department of Transportation (USDOT), Pennsylvania Department of Transportation (PennDOT), Lackawanna/Luzerne Metropolitan Planning Organization (LLTS), Lebanon County Metropolitan Planning Organization (LEBCO), Lehigh Valley Transportation Study (LVPC/LVTS), Northeast Pennsylvania Alliance (NEPA MPO), and Reading Area Transportation Study (RATS).

The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the view of the U.S. Department of Transportation or Commonwealth of Pennsylvania.

A summary of this document is available in other formats upon request, in accordance with applicable state and federal laws. Readers may request a full translation into alternate languages by contacting Lehigh Valley Planning Commission, 961 Marcon Boulevard, Suite 310, Allentown, Pennsylvania 18109-9397, (610) 264-4544, lvpc@lvpc.org. Efforts will be made to provide translated documents in a reasonable timeframe.

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#### 10. Term, Termination, and Survival.

10.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to this Agreement. It is anticipated that all Services under the Agreement shall be completed within twelve (12) months of the Effective Date. Notwithstanding the foregoing, Commission reserves the right to extend this Agreement for a period for thirty-one (31) days beyond the aforementioned stated expiration date. In addition, by mutual written agreement of the Parties, this Agreement may be extended for supplemental periods up to a maximum of one hundred twenty (120) days or as mutually agreed in writing.

10.2 Commission, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for payment for services rendered up to the time of termination, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Contractor.

10.3 Commission may terminate this Agreement, effective upon written notice to Contractor, if the Contractor:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Contractor does not cure such breach within five (5) business days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.4 Notwithstanding the foregoing or anything to the contrary provided herein, this Agreement may be terminated by Commission if PENNDOT Contract is terminated by a Department for any reason. In the event of any such termination, Commission shall have no liability except for payment for Services rendered up to the time of termination, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least thirty (30) days' prior written notice to Contractor.

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10.5 In addition, and notwithstanding anything to the contrary provided herein, if sufficient funds are not appropriated or otherwise made available by the Departments to support continuation of performance of the Services under this Agreement in a subsequent fiscal period, Commission may cancel this Agreement and Contractor will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of Services delivered hereunder, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

10.6 Upon expiration or termination of this Agreement for any reason, Contractor shall promptly:

- (a) Deliver to Commission all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Contractor in the course of performing the Services for which Commission has paid;
- (b) Return to Commission all Commission-owned property, equipment, or materials in its possession or control;
- (c) Remove any Contractor-owned property, equipment, or materials located at Commission's locations;
- (d) Deliver to Commission, all files, documents and tangible materials (including any electronic files or hard copies thereof) containing, reflecting, incorporating, or based on Commission's Confidential Information;
- (e) Provide reasonable cooperation and assistance to Commission in transitioning the Services to an alternate Contractor;
- (f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided;
- (g) Permanently erase all of Commission's (or any Department's) Confidential Information from its computer systems; and
- (h) Certify in writing to Commission that it has complied with the requirements of this Section 10.4

10.7 The rights and obligations of the Parties set forth in this Section 10 and Section 1, Section 4, Section 7, Section 8, Section 11, Section 12, Section 13, Section 15, Section 17, Section 24, Section 24 and Section 27, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

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#### 11. Independent Contractor.

11.1 It is understood and acknowledged that the Services which Contractor will provide to Commission hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Commission. Contractor shall control the conditions, time, details, and means by which Contractor performs the Services. The Commission shall have the right to inspect the work of Contractor as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work.

11.2 Contractor has no authority to commit, act for or on behalf of the Commission, or to bind the Commission to any obligation or liability.

11.3 Contractor shall not be eligible for and shall not receive any employee benefits from Commission and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Contractor hereunder.

12. Indemnification. Contractor shall indemnify, defend, and hold harmless ALLIANCE, Department and their respective officers, directors, affiliates, employees, agents, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from Contractor's: (i) negligence or willful misconduct; or (ii) breach of this Agreement. Contractor shall not enter into any settlement without Commission's or Indemnified Party's prior written consent.

#### 13. Remedies.

13.1 If Contractor violates any provision of this Agreement, Commission shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against Contractor prohibiting further actions inconsistent with Contractor's obligations under this Agreement.

13.2 To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful party to enforce the provisions of this Agreement.

13.3 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.



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Despite the previous sentence, the Parties intend that Contractor's exclusive remedy for Commission's payment breach shall be its right to damages equal to its earned but unpaid fees.

14. Compliance with Law. Contractor represents and warrants that Contractor is in compliance with, and shall continue to comply with, all applicable laws, regulations, ordinances, policies and rules. For the avoidance of doubt and without limiting the foregoing, Contractor agrees to comply with all applicable Federal, State and local laws, regulations and policies governing the funds, or Services, provided under this Agreement. Contractor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

15. Insurance.

15.1 At all times during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) One Million Dollars (\$1,000,000); or (ii) the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than One Million Dollars (\$1,000,000), combined single limit; and

(d) Errors and Omissions and Professional Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate.

15.2 All insurance policies required pursuant to this Section shall:

(a) be issued by insurance companies reasonably acceptable to Commission;

(b) provide that such insurance carriers give Commission at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, Contractor shall have new insurance policies in place that meet the requirements of this Section; and

(c) name Commission and, if applicable, the Departments as additional insureds thereunder.

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15.3 Upon the written request of Commission, Contractor shall provide Commission with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

16. Entire Agreement. This Agreement, together with the RFP, and including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. In the event of a conflict between the terms of this Agreement and the RFP, the terms of this Agreement shall govern and control.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 17.

Notice to Commission:

THE LEHIGH VALLEY PLANNING  
COMMISSION  
961 Marcon Boulevard, Suite 310  
Allentown , PA 18109

Notice to Contractor:

[ADDRESS]

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Amendments. No amendment to, or modification of, this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as

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otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. **Assignment.** Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Commission. Any purported assignment or delegation in violation of this Section 21 shall be null and void. No assignment or delegation shall relieve the Contractor of any of its obligations hereunder. Commission may at any time assign or transfer any or all of its rights or obligations under this Agreement without Contractor's prior written consent.

22. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

23. **No Third-Party Beneficiaries.** Except as otherwise provided herein, this Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

25. **Dispute Resolution.** In the event of any dispute between the Parties relating to this Agreement (a "**Dispute**"), the Parties shall attempt to resolve the dispute through good-faith negotiations. In the event that such negotiations are not successful in resolving the Dispute, then the Parties shall submit the Dispute to any mutually agreed to mediation service (located in either Lehigh or Northampton County, Pennsylvania) for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. The Parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the Parties cannot resolve any Dispute for any reason, including, but not

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limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, within thirty (30) after the commencement of such mediation, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 26 below.

26. Choice of Forum. Each Party irrevocably and unconditionally agrees that, subject to Section 25 above, it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other the U.S. District Court for the Eastern District of Pennsylvania, the court of the State of Pennsylvania sitting in Lehigh Counties, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

28. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Contractor's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Contractor under this Section 29. Contractor shall give Commission prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Contractor shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**THE LEHIGH VALLEY PLANNING COMMISSION**

By \_\_\_\_\_

Name:

Title:

**CONTRACTOR:**

By \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**STATEMENT OF WORK ALSO THE REQUEST FOR PROPOSALS**

**EXHIBIT B**

**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

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7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each 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 Contractor and each 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 contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.



**EXHIBIT C**

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

1. Selection of Labor: During the performance of this Agreement, Contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. Employment Practices: During the performance of this contract, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of Contractor's commitments under Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and Contractor may be declared ineligible for further government contracts or Federally-assisted

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construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- g. Contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: During the performance of this contract, Contractor, for itself, its assignees and successors in interest, agree as follows:
    - a. Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
    - b. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
    - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, Including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
    - d. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such

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Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information

- e. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the Commission the applicable Departments or any other applicable governmental agency may impose such contract sanctions as they or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to Contractor under the contract until Contractor complies; and/or
  - ii. cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: Contractor shall include the provisions of this Paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as the commission, and any Departments may direct as a means of enforcing such provisions including sanctions for noncompliance.

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#### EXHIBIT D

#### RIGHT TO KNOW LAW

1. Contractor understands that this Agreement and records related to or arising out of the Grant Agreement may be subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("**RTKL**"). For the purpose of these provisions, the term "the **Commonwealth**" shall refer to the Departments or any other granting Commonwealth agency.
2. If the Commonwealth needs Contractor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify Contractor using the legal contact information provided in the Agreement. Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Contractor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("**Requested Information**"), Contractor shall:
  - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
4. If Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Contractor considers exempt from production under the RTKL, Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
6. If Contractor fails to provide the Requested Information within the time period required by these provisions, Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth.

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7. Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
8. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as Contractor has Requested Information in its possession.

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## EXHIBIT E

### CONTRACTOR INTEGRITY PROVISIONS

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth of Pennsylvania (“**Commonwealth**”), that as of the date of its execution of this Agreement, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Agreement, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Agreement it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commission and the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commission and the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default under this Agreement.
5. The Contractor agrees to reimburse the Commission and the Commonwealth for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor, the Commission and/or the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services Office of Chief Counsel  
603 North Office Building Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
Fax No: (717) 787-9138

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7. It is essential that the parties to this Agreement observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commission/Commonwealth and Commission/Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Agreement services are performed shall satisfy this requirement.
  - c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement, except as provided in this Agreement.
  - d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Commission and the Commonwealth in writing and both the Commission and the Commonwealth consent to Contractor's financial interest prior to Commonwealth execution of the Agreement. Contractor shall disclose the financial interest to the Commission and the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of this Agreement signed by Contractor.
8. Contractor certifies to the best of its knowledge and belief, that within the last five (5) years, Contractor or any of its affiliates and/or related parties have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;

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- d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
9. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission and the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission and/or Commonwealth may, in their sole discretion, terminate the Agreement for cause if they learn that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.
10. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Agreement was awarded on a Non-Bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission and Commonwealth contracting officer or the Office of the State Inspector General in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this Agreement and by the submission of any bills, invoices or requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any Agreement negotiations or during the term of the Agreement, to include any extensions thereof. Contractor shall immediately notify the Commission and the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission and the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission and/or Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
13. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged violations of these provisions.
14. Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees



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to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Agreement. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

15. For violation of any of these Contractor Integrity Provisions, the Commonwealth may, if applicable, terminate this Agreement and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Agreement, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise,

**EXHIBIT F**

**PROJECT SCHEDULE**

1. Consultant commences work on or about [DATE]
2. Consultant and representatives hold progress meetings (by telephone or in-person):
  - a. On or after [DATE]
  - b. Week of [DATE], ETC.
3. Consultant delivers work and associated files by no later than [DATE]