

Request for Proposals Professional Planning and Design Services

RFP #01-2018

May 2018

Riverfront District Park, Trail and Open Space Planning



Funded by: The Commonwealth Financing Authority
Act 13 Greenways, Trails and Recreation Program Grant
Application submitted by: Riverfront 47, LP, May 31, 2017
Web ID# 8108976
Single Application ID# 201705314130

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Context

2. Project Background

Solicitation Summary

This Project is to accomplish the design and planning of a public park and open space which will feature a 1.5-mile missing segment of the Three Rivers Heritage Trail within the new Riverfront District on the Allegheny River in Sharpsburg Borough, O'Hara Township and Aspinwall Borough. This Project is an initiative of Riverfront 47, LP (R47) and its' public partners and other stakeholders. Allegheny Development Partners, an affiliate of Riverfront 47, LP, is issuing this Request for Proposal on behalf of this stakeholder group and will be responsible for coordinating the proposal process and managing execution of the Project Scope of Work.

The Pennsylvania Commonwealth Financing Authority (also referred to as the "Commonwealth") is funding, in part, the work described in this Project Scope of Work (also referred to as the "Project") through the Greenways, Trails and Recreation Program (GTRP) Grant awarded to Riverfront 47, LP in the amount of a \$250,000.00 plus a \$50,000.00 match contribution by R47. In the GTRP grant application, the Project was referred to as the Sharpsburg, O'Hara, Aspinwall (SOA) Trail Planning Project.

For the purposes of this Request for Proposals (RFP) the term "Project" refers to the work identified in the Project Scope of Work, Section 3.

Allegheny Development Partners, Riverfront 47, LP and community and nonprofit stakeholders formed an Advisory Group that will participate in the review of the proposals and guide the Project. All information submitted will be held as confidential within the Advisory Group notwithstanding the requirements imposed by the Commonwealth as identified in this RFP.

Project Vision

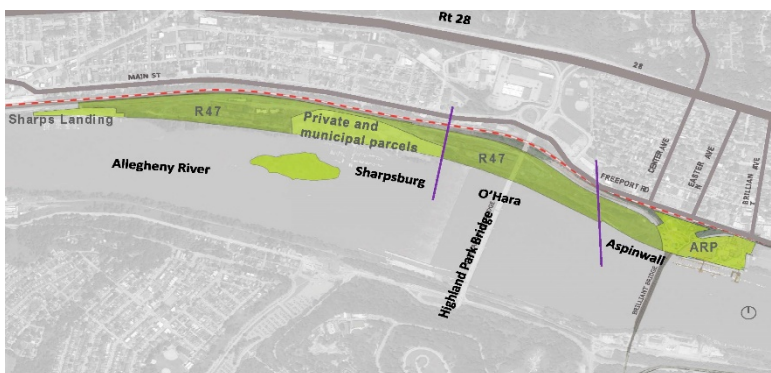
The Riverfront District consists of 80+ acres of land along the Allegheny River that spans from Sharpsburg to Aspinwall. It is composed of several land holders including both public and private entities. The shared vision for the District is to create an extraordinary public park which invites both active and passive recreation, implement a missing segment of the Three Rivers Heritage Trail while recreating a vibrant public domain along the river's edge and connect into the communities. This reclaimed land which flanked two existing parks- Sharps Landing to the west and Aspinwall Riverfront Park to the east- will be anchored by the trail and a new public park that is intended to serve the

adjacent communities and region. To support the local and regional economies, the District will also include implementation of a new mixed-use development strategy that compliments the exceptional character of this location.

At the core of this vision is the aspiration to give the river’s edge back to the communities, create bike and pedestrian connections that will accommodate a diverse group of users of all ages and abilities and expand adjacent neighborhoods’ open public park space along the river. This is an extraordinary opportunity to create an exceptional riverfront park unlike any in the region and complete the missing segment of the Three Rivers Heritage Trail, which represents a significant portion of the unfinished trail between downtown Pittsburgh to areas east. The park and trail provide opportunities and funding incentives to strengthen connections into each of the communities and establish economic development opportunities beyond the District borders.

R47 is actively working to attract tenants to the site. These tenants may also provide unique considerations and opportunities for park and trail development and will be integrated into planning if they decide to locate on the site. The District is strategically situated with regional connections to Oakland and Downtown Pittsburgh as well as local proximity to shopping destinations and UPMC St. Margaret’s Hospital.

This Project is intended to accomplish the planning and design of this proposed park and portion of the Three Rivers Heritage Trail, a 1.5-mile missing piece of the 26-mile Three Rivers Heritage Trail segment that runs between Millvale and Freeport boroughs along the Allegheny River. This Project is part of the Erie to Pittsburgh Trail, a 1,600-mile mega greenway connecting communities in Ohio, West Virginia, Pennsylvania and Maryland. The intended outcome of this Project is the Design Development (construction documents) for the Riverfront District Park and portion of the Three Rivers Heritage Trail; the rehabilitation of the Allegheny riverfront’s greenway within the District; and the integration of these elements into the Public Space Master Plan that will anchor the 80+ acre mixed use Riverfront District. An objective for the residential and commercial portions of the District is to feel like a “development within a park”. The Project should capitalize on the unique attributes of the site, including the presence of an undeveloped natural area along the River, and Six-Mile Island, owned by O’Hara Township.



Riverfront District

Related Initiatives

Sharpsburg is currently creating a Community Vision and Design Plan. The Riverfront District will expand the footprint of the shared community goals identified in the plan. Some of those goals include a focus on connecting to the trail system and green infrastructure such as managing storm water, sanitary outflows, and exploring low cost renewable energy. In addition, Sharpsburg has committed to working toward the principles outlined by a newly established Triboro Ecodistrict; the

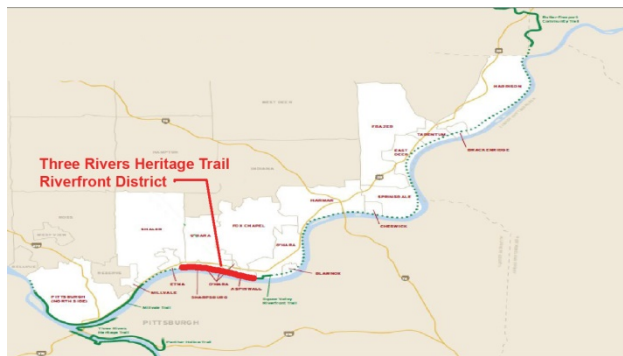
Riverfront District is an opportunity to demonstrate, test and implement strategies consistent with the Ecodistrict. R47 has been working closely with representatives from the three adjacent municipalities to integrate their planning initiatives including O’Hara Township’s Comprehensive Plan.

The District will also be the home of a new hydro-electric power plant at the Allegheny Lock and Dam #2. This unique asset is centrally located in the District and has the potential to provide high quality, low cost power to the District through a micro grid or through a traditional transmission and distribution system. The developer of the plant, Rye Development, has worked closely with the R47 team to explore possible financing structures to provide low cost energy. Rye will also participate in work to integrate the power plant into the District’s sustainability goals and design of the park and trail.

The Pittsburgh Water and Sewer Authority’s (PWSA) major infrastructure is a nearby neighbor to the site. These facilities were constructed in the late 1800s and are in need of repair. ALCOSAN is planning upgrades and expansion to their treatment plant as well as modifications to the conveyance system. It is expected that their interceptor line located within the District will be upgraded to a larger pipe size.

Three Rivers Heritage Trail

The Project is the catalytic event that maintains momentum to complete the Three Rivers Heritage Trail, a 24-mile, multi-use riverfront trail system that “serves as the Pittsburgh hub for other trail system connections such as the Great Allegheny Passage, the Erie-to-Pittsburgh Trail, the Pittsburgh-to-Harrisburg Main Line Canal Greenway, and future connection to the Montour Trail and the Ohio River Greenway Trail.”¹ Currently, the Allegheny River segment spans from Heinz Field, where the Chateau Trail becomes the North Shore segment, which continues uninterrupted upstream along the Allegheny River to just beyond Millvale’s Riverfront Park. Etna, the community to the west of the trail segment envisioned for this Project, is currently undertaking a project called Riverfront Park, which is an extension of Three Rivers Heritage Trail along the Allegheny River intended to link Etna with Sharpsburg, O’Hara, Aspinwall, and communities farther north.



Three Rivers Heritage Trail

The Three Rivers Heritage Trail, independently and collectively as part of the Riverfront District development strategy, will result in economic impacts to Sharpsburg, O’Hara, Aspinwall and the region. The Trail is one element of the mixed-use development that will include a clean energy plant, residential, light industrial and recreational uses. The economic impact from the District development is a critical driver behind achieving the trail, conservation and riverfront rehabilitation objectives.

¹ <https://friendsoftheriverfront.org/trails/three-rivers-heritage-trail/>

The Project is a critical link in the Erie to Pittsburgh segment of a 1,600-mile bike trail system that connects Ohio, West Virginia, Pennsylvania and Maryland, and attracts users from all over the country. The Trail is anticipated to boost tourism and spending in the communities along the trail.

The Trail, Park, and overall District development sets the stage for millions of dollars of private investment in Sharpsburg, a borough with limited tax base and opportunity for growth. In 2015, the most recently available period for municipal-level data, Sharpsburg experienced an unemployment rate of 12.7%. During 2015 Allegheny County and Pennsylvania had unemployment rates of 7.1% and 7.9%, respectively. The unemployment rate in the region, primarily Allegheny County, is 4.9% and lower than Pennsylvania's rate of 5.0% for February 2017, the most recently available period. However, in Sharpsburg, the borough has a significantly higher than average unemployment rate when compared with both Allegheny County and Pennsylvania.

District Access

The 1.5-mile long Riverfront District has one access point located at 19th Street in Sharpsburg, which needs to be upgraded to create critical connections and develop the site. The Borough of Sharpsburg and R47 applied for a PennDOT Multimodal Transportation Fund (MTF) grant and a CFA MTF grant, respectively, and were collectively awarded \$3 million (\$1.5 million from each program) to reconstruct 19th Street. R47 was also recently awarded \$2.5 million in Redevelopment Assistance Capital Program (RACP) funds to construct Shoreline Drive, a road connecting to 19th Street and creating east/west access for the site. Additional access points are also being studied.

District Utilities

Existing utilities serving the District are minimal due to the location of the railroad that separates the District from the adjacent municipalities. There are currently only two locations where primary utilities such as electric, gas and cable enter: 19th Street in Sharpsburg and the eastern most edge of the site where utilities are run to the District through Aspinwall Riverfront Park.

ALCOSAN has a main interceptor line that runs the length of the District. The interceptor line location runs along the river edge in Sharpsburg and shifts north within the elevated plateau land areas in O'Hara and Aspinwall. ALCOSAN is currently in the early design phase of a project that, among other things, will lead to the replacement of the interceptor line with a larger capacity pipe. ALCOSAN has expressed interest in working with the project team to align work schedules with their project timeline where possible. Relocation of the existing interceptor line or portions of the line may be considered if the sequence for replacement does not align with the work scheduled in the District.

Within the District there are 9 Combined Sewer Outlets (CSOs). It is expected that ALCOSAN or the municipalities may be upgrading some or all of these lines and structures as part of the interceptor line replacement. It is a goal of the Project team to work with ALCOSAN to explore ways to reduce and or mitigate the outflow volumes at these locations.

Rye Development's proposed hydro-electric power plant located on the north shore of the Allegheny Lock and Dam #2 is scheduled to begin construction in the 3rd quarter of 2020 and be completed and on-line in the 4th quarter of 2021. The power plant will be served by a new sub-station to be located within the District. Rye Development has expressed interest in integrating the engineering and design of the plant and power transmission system with the District infrastructure.

3. Project Scope of Work

The Project Scope of Work will result in the design of the District segment of the public riverfront park, Three Rivers Heritage Trail, community connections, and public space, and the construction documents to advance said elements to implementation.

Base Scope:

The geographic boundary of this Scope of Work includes land areas from Sharps Landing in Sharpsburg up to and including Aspinwall Riverfront Park and the Borough of Aspinwall's Public Works' facility and associated land area.

The Scope of Work items identified below are commensurate with the Scope of Work provided in the grant application and intended to be accomplished under this Project. The Project team, however, realizes that there could be deviations that transpire from this base scope.

1. Right-of Way: base map of existing ROW, proposed acquisitions and/or easements, costs, and areas requiring permitting for construction etc.
2. Environmental: local, state and federal permits, approvals or actions; anticipated DEP and NEPA pathways; description of CSO issues, relocations, and improvements; and issues related to air quality, biological resources, geology/soil, hazardous materials, etc.
3. Trail Design: ROW for trail; conceptual geometric design for trail and community connections; design speeds; horizontal and vertical alignment; projected traffic volumes on intersecting roadways; trail structural sections; bike facilities, etc.; create a cost estimate for this task of work.
4. Drainage: watershed and tributary areas; determine drainage facilities impacts and modifications, etc.
5. Utilities: preliminary utility search; and identify cost estimate for relocations/improvements, etc.
6. Sustainability: determine metrics for sustainability and approaches to exceed base permitting requirements; adherence to green infrastructure, DCNR's Green Project Principles and other best practice guidelines.
7. Public Open Space Master Plan: establish the parameters for design and community amenities desired; orienting the trail so it accommodates "8 to 80" planning for not only bikers, but walkers and runners of all age groups; focus on potential ties between proposed trail and critical points within the proposed development; determine feasibility of a relationship between the park and trail and any proposed development road networks
8. Opinion of Probable Development Costs: develop opinion of probable development costs summarizing proposed improvements depicted on the Public Space Master Plan, to include the Public Park and Trail.
9. Phasing Plan: establish logical sequencing for overall Public Space Master Plan

implementation/development construction.

10. Phase I Design Development: resultant planning and design of the Trail for advancement to construction; and development of appropriate site/park amenities.
11. Phase I DD Detailed Cost Estimate: itemize specific construction costs for the proposed Phase I Design Development package.

The outcome of the Scope of Work should include a proposed park and trail design, that accommodates people of all ages and physical abilities, identifies the scale and character of the unique conditions along the trail and public park, connects back to each community, and takes advantage of the varying experiences and views along the river's edge.

4. Proposal Requirements and General Provisions

It is the responsibility of the prospective Proposer to assure that it has compiled a complete RFP submission. Proposers are required to adhere to all general requirements in this RFP as well as specific requirements detailed in any Attachments or Addendums. It is the sole responsibility of each Proposer to understand any applicable federal, state and local regulations as well as details of certifications and forms that might be included as Exhibits in this RFP.

Solicitation Schedule

The schedule and deadlines for selecting and identifying the successful Proposer is provided in Table 1. R47 reserves the right to modify this schedule. Should any dates change during the solicitation process, Allegheny Development Partners will notify interested Proposers by email.

Site Tour

On May 18, at 11:00 AM at Aspinwall Riverfront Park we will provide a brief orientation to the site, following which proposers are able to take a self-guided tour the Riverfront 47 property. The site is former scrapyard and is undeveloped and without roads. We recommend driving a vehicle with a high carriage and all-wheel drive if possible, and wearing boots and other clothing that can get dirty.

TABLE 1: SOLICITATION SCHEDULE AND DEADLINES

	DATE
RFP Issuance	May 4
Project Site Tour	May 18
Last Day for Submission of Questions	May 23
Proposal Submission Deadline	June 1
Interviews	Week of June 11
Selection	Week of June 18
Notification	Week of June 18
Contract Approval/Execution	Tentative: Week of July 2
Notice-to-Proceed	Tentative: Week of July 9

Questions and Answers

Questions about this solicitation and Scope of Work must be submitted in writing electronically to Susan Crookston via email at: PlanningRFP@Riverfront47.com. **Questions will be accepted up until 4:00 p.m. on Monday, May 23rd 2018.** If any questions submitted make it necessary for an addendum to be issued, the addendum will be posted on the Riverfront47.com website under the tab *Park & Trail Planning RFP*. Responses to questions will be provided via addendum to the Riverfront47.com website no later than 5 business days following close of the Question and Answer Period.

Pre-Contractual Expenses

Any expenses incurred by Proposers while preparing submissions are the sole responsibility of each Proposer. Pre-contractual expenses are defined as expenses incurred by a Proposer in:

- Preparing its response to this RFP;
- Submitting the proposals to R47;
- Negotiating with R47 on any matter related to this RFP; or
- Any other expenses incurred by the Proposer prior to date of award.

R47 and Allegheny Development Partners will not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation of its proposal. The Proposer shall not include any such expenses as part of its proposal.

“RFP” Exclusive Basis of Submission

This RFP and Scope of Work shall be used by the Proposers as the exclusive basis for preparing any submission. Any information or understandings, verbal or written, which are not contained in this RFP, associated attachments, or subsequent addenda to this RFP, should not be considered in preparing a submission.

Submission Review

Proposal submissions will be held in confidence and will not be revealed or discussed with competitors or anyone outside of the Project team prior to selection. Submissions will be reviewed and evaluated by R47 and their Advisory Group between Friday, June 1st, 2018 and Monday, June 11th, 2018. Interviews, if necessary, will be held the week of June 11th, 2018 at Aspinwall Riverfront Park. The selected consultant team will be notified on Monday, June 18th, 2018. Upon Award or any time after and at the request of the Commonwealth the selected Proposer’s submission will be made available to the Commonwealth as described in this RFP and the associated Exhibits.

Withdrawal of Submission

Proposals may be withdrawn by a Proposer prior to the opening and review of the submissions.

Modifications, Amendments or Addendums

R47 and Allegheny Development Partners reserves the right to make modifications, amendments or addendums to this RFP at any time. If R47 and Allegheny Development Partners determines it is appropriate to revise any portion of this RFP, it will issue a written amendment or written addendum to the RFP. Only written amendments will be binding. All amendments will be posted to the Riverfront47.com website no later than five (5) days prior to the date of submission.

Confidential Information

All proposal submissions received become the exclusive property of R47. The laws of the Commonwealth of Pennsylvania govern access to government records. Except as otherwise required by the Commonwealth of Pennsylvania, R47 will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposals, submissions and other documents. Any such proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Proposals which indiscriminately identify all or most of the submission as exempt from disclosure without justification may be released pursuant to a “Right to Know” request.

R47 and Allegheny Development Partners shall not in any way be liable or responsible to any Proposer or other person for any disclosure of any such records or portions thereof. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Proposer.

The Commonwealth of Pennsylvania has a “Right to Know” law requiring the disclosure to members of the public certain information. R47 and Allegheny Development Partners cannot guarantee that a Proposer’s request to keep confidential what the Proposer deems “proprietary, trade secret, or confidential commercial or financial information” will not be subject to disclosure.

Insurance Requirements

Without limiting any of the other obligations or liabilities of the Consultant and unless otherwise specifically modified in the Scope of Work, the design firm shall, at its own expense, provide and maintain in force until all its’ services have been completed or for the duration specified, insurance coverage. Specific insurance requirements will be provided to the selected firm upon award notification and prior to entering into an Agreement.

DBE and MBE/WBE Sub-Contract Participation

In connection with the performance of the Agreement, the proposer shall cooperate with R47 in meeting its commitments and goals with regard to the maximum utilization of DBEs and MBE/WBE in performance contracts. The project goal is a minimum 15 percent DBE/MBE/WBE sub contractor participation, based on the total dollar value of the agreement.

5. Submission Instructions

Proposal submissions must include company credentials, applicable experience, personnel qualifications, and project approach.

Due Date and Delivery requirements

Proposal submissions are to be received no later than **4:00 PM on June 1, 2018**. No submissions shall be accepted after this date and time. Submissions are to include 2 bound hard copies and are to be delivered to:

Riverfront 47, LP
C/O The Mosites Company
Suite 715
535 Smithfield Street
Pittsburgh, PA 15222

In addition, Proposers are to transmit a dropbox link or similar web based link to an electronic pdf formatted version of their proposals to Riverfront 47, LP. The link should be emailed to PlanningRFP@Riverfront47.com. Proposals of a file size smaller than 10MB can be emailed directly to PlanningRFP@Riverfront47.com in lieu of the dropbox link.

Each Proposer must submit the information required by the RFP instructions. Failure to do so could result in the Proposer being considered non-responsive. The responsibility of submitting a complete and responsive proposal is solely and strictly that of the Proposer. Submissions received after the time specified above shall not be opened and shall be returned to the Proposer in question.

R47 reserves the right to accept or reject any and all submissions on such basis as deemed to be in the best interest of R47 or its' partners. R47 reserves the right to cancel and re-solicit, terminate the RFP process, re-solicit the desired services by the same or alternate method of solicitation, or cancel the solicitation entirely.

Submission Format and organization

The proposal is to be organized in the following fashion.

Cover
Letter of Transmittal
Table of Contents
Section 1: Firm Overview and Key Personnel Experience (maximum 5 pages)
Section 2: Project Understanding (maximum 1 page)
Section 3: Project Work Plan (maximum 10 pages)
 Process and Strategy
 Execution of Scope
 Deliverables
 Project Timeline
Section 4: Price Proposal (maximum 1 page)
Appendix 1: Qualifications/Resumes and Project Examples (maximum 15 pages)
Appendix 2: References (maximum 1 page)
Appendix 3: Required Clauses & Certifications
Appendix 4: Acknowledgment of Amendments

Cover Letter

Letter must include the name of the firm, name of the Project Manager, and name of the person responsible for the submission and with authority to enter into contracts, and contact information including address, phone number and email address. Address the cover letter as follows:

Susan Crookston, Project Manager

Riverfront 47, LP
C/O The Mosites Company
Suite 715
535 Smithfield Street
Pittsburgh, PA 15222

Section 1: Firm Overview and Key Personnel Experience

In Section 1 of the proposal, respondents are to provide a concise description of their firm and subconsultant firm(s), organizational structure of the team, including joint venture partners and sub-contractors. Identify key personnel working on the project including the Project Manager. Describe the responsibilities and qualifications of the team members. Indicate the percentage of DBE and or MBE participation on the team as a percentage of value of the proposed fee.

Describe experience in providing services similar to those outlined in the Scope of Work section of this RFP. Qualified Bidders must have at least one (1) project completed including a riverfront park and trail or two (2) projects each with a riverfront park or a trail within the last 10 years. Particular emphasis should be placed on examples of synthesizing community process and programming work into specific design strategies and recommendations appropriate to the project constraints. Describe previous work with public agencies that is relevant to this project including ALCOSAN, Allegheny County, Sharpsburg, O'Hara and Aspinwall and/or other river town municipalities.

Provide 3 examples of recent successful solutions for complex projects that, at minimum, focus on trail design, sustainable storm water management, steep bank shoreline restoration, and utility infrastructure.

Include in the Appendix section the resumes of key personnel identified to work on the Project and additional details on relevant project examples.

Section 2: Project Understanding

In Section 2 of the proposal, provide a summary of your vision and understanding of the Project and what you think the Project team is trying to accomplish.

Section 3: Project Work Plan

In Section 3 of the proposal, respondents are to describe their step by step approach to managing a work plan that addresses all the elements of the Project Scope as described above. Discuss how this work plan will best provide an integrated design solution that addresses multiple goals set by multiple project sponsors. Where possible, identify interdependencies in the work plan activities and potential conflicts and process strategies to address them.

Provide a high-level Concept Project Schedule that illustrates the proposed work plan strategy with phases and critical milestones. Describe the work product deliverables for each element of the Project Scope. Identify the deliverables as milestones within the Concept Project Schedule as appropriate. It is understood and expected that the Concept Project Schedule will be revised and finalized with stakeholder input early in the execution of the Project.

Section 4: Price Proposal

In Section 4 of the proposal, provide an itemized fee breakdown for the Base Scope of Work for each of the scope items 1 through 11 and further breakdown any fees attributable to consultants identified as part of the Proposal. Provide hourly rates for each staff person and or position expected to work on the project. Describe rates and method of charges for Reimbursable Expenses with an estimate of expected costs. Identify any other expected charges to the Project.

R47 reserves the right to work with the selected proposer to reallocate scope and fee at any time during the Project to ensure the overall goals of the Project are met.

Appendix 1: Qualifications/Resumes and Project Examples

In Appendix 1 of the proposal include any additional support materials to provide a deeper understanding of the Proposer’s experience with similar projects or qualifications noted in Section 1 of the RFP.

As instructed in Section 1 include in Appendix 1 the resumes of key personnel identified to work on the project and additional details on relevant project examples.

Provide an itemized example of one similar riverfront project budget and a comparison of the actual expenditures, with explanations of any variances above 10% as necessary. A major goal of the project is to design something that is executable within a limited budget. If previous clients are unwilling to share their budget information, preserve projects proprietary information as necessary.

Appendix 2: References

In Appendix 2 of the proposal provide client references from each of three similar projects. References are expected to have had a working involvement in the daily execution of the project and project budget and had direct involvement in managing the work of the Proposer. References are expected to have worked with the key staff including the Project Manager assigned to this project.

Appendix 3: Required Clauses and Certifications

In Appendix 3 of the proposal include executed copies of all clauses, certifications and forms attached to this RFP. Failure to submit executed clauses, certifications and forms shall be considered non-responsive.

Appendix 4: Acknowledgment of Amendments

In Appendix 4 of the proposal provide a statement acknowledging receipt of any and all amendments (if any) issued as part of this solicitation

6. Basis of Award and Evaluation Criteria

Submissions will be evaluated in terms of ability to provide quality on-time service, industry experience, ability to stick to a budget, and credentials of key personnel. R47 and its partners have created an Advisory Group comprised of a representative from Allegheny County, Sharpsburg Borough, O’Hara Township, Aspinwall Borough, Pennsylvania Environmental Council, Aspinwall Riverfront Park, and others. This Advisory Group will review all submissions and select one firm/team to provide planning and design services. R47 reserves the right to award a contract based on the original submission without short list interviews or presentations. R47 reserves the right to negotiate best and final price.

Evaluation Criteria

A complete and responsible submission is one that has:

- Met all requirements of the RFP and associated attachments;
- Level of experience and demonstrated competency;
- Demonstrated a satisfactory performance record and history providing such services;
- An exemplary record and reputation;
- Personnel that have the necessary skills and experience; and
- Adequate resources for the satisfactory performance and completion of this contract.

The Advisory Group will review all submissions for completeness and compliance with requirements. Submissions will be evaluated according to the criteria outlined below.

<u>Criteria</u>	<u>Points</u>
Meets requirements of Submission Instructions	Prerequisite
Includes all required Certifications	Prerequisite
Level of experience with similar projects	
Minimum of 1 park and trail project	Prerequisite
Coordination with municipalities and public process	10
Park and Trail design and planning and budget control	40
Qualifications of staff assigned to project and minority participation	10
Project work plan	20
<u>Proposed fee</u>	<u>20</u>
Total Possible Points	100

7. Proposer’s Certifications and Assurances

The Pennsylvania Commonwealth Financing Authority (also referred to as the “Commonwealth”) is funding, in part, the work described in this Project Scope of work (also referred to as the “Project”) through a Grant awarded to Riverfront 47, LP. The Commonwealth’s Grant requirements must be passed down to any Contractor or Sub Contractor receiving funds from this Grant.

The following exhibits must be executed and included with the Proposer’s submission. Should a response not include any of the required exhibits it will be considered non-responsive. The successful Proposer will be required to enter into an agreement that includes these provisions.

For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority. The term “Agreement” shall refer to the scope of work defined in an agreement between the successful Proposer and R47 with respect to the scope of work for the Grant Agreement between the Commonwealth and R47 also referred to as the “Project”. For the purpose of these exhibits, the term Contractor shall refer to all Proposers submitting a proposal and to the successful Proposer awarded a contract.

For the purposes of these provisions the term “Proposer” and the term “Bidder” shall be interchangeable and refer to the entity making a submission in response to this RFP.

Contents:

- Exhibit A: Acknowledgment of Addenda**
- Exhibit B: Certification**
- Exhibit C: Affidavit of Non-Collusion and Instructions**
- Exhibit D: Right to Know Law Provisions**
- Exhibit E: Commonwealth of Pennsylvania Non-Discrimination / Sexual Harassment Provisions**
- Exhibit F: Contractor Integrity Provisions**
- Exhibit G: Compliance with the State Contractor Responsibility Program:**

Exhibit A
Acknowledgment of Addenda

Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal.

The undersigned acknowledges receipt of the following addenda to the documents:

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Proposer:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Date

**Exhibit B
Certification**

I, _____, am the person duly authorized to sign on behalf of my organization. I also acknowledge that the information in this submission is a public record.

To the best of my knowledge and belief, all data in this package is true and correct. My organization guarantees it can and will provide at a minimum all of the services set forth in the Scope of Services. My organization will comply with the applicable Certifications and Assurances.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Exhibit C

Affidavit of Non-Collusion and Instructions

INSTRUCTIONS

- (1) This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Anti- bid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (2) This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
- (4) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
- (5) The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

AFFIDAVIT OF NON-COLLUSION

Name of Project Being Bid On: Riverfront District: Park, Trail and Open Space Planning

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the Proposal (if the Proposer is a partnership), or an officer or employee of the Proposing corporation having authority to sign on behalf (if the Proposer is a corporation);
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety or any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

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5. _____ (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 four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by _____ the Commonwealth and Riverfront 47, LP. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Commonwealth and Riverfront 47, LP of the true facts relating to the submission of bids for this contract.

(Name)

(Company Position)

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20__

Notary Public:

My Commission Expires:

**Exhibit D
Right to Know Law Provisions**

- (1) Contractor or Sub Contractor understands that the records related to or arising out of the Project are 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 Commonwealth Financing Authority. The term "Agreement" shall refer to the scope of work defined in an agreement between the successful Proposer and Riverfront 47, LP with respect to the scope of work for the Grant Agreement between the Commonwealth Financing Authority also referred to as the "Project".
- (2) If the Commonwealth or Riverfront 47, LP needs the Contractor's or Sub Contractor's assistance in any matter arising out of the RTKL related to this Project, it shall notify the Contractor or Sub Contractor using the legal contact information provided in the Agreement. The Contractor or Sub Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth and or Riverfront 47, LP.
- (3) Upon written notification from the Commonwealth or Riverfront 47, LP that it requires Contractor's or Sub Contractor's assistance in responding to a request under the RTKL for information related to the Project that may be in Contractor's or Sub Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Contractor or Sub Contractor shall:
 - a. Provide the Commonwealth or Riverfront 47, LP, within seven (7) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's or Sub 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 or Riverfront 47, LP may reasonably request, in order to comply with the RTKL with respect to this Project.
- (4) If Contractor or Sub 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 or Sub Contractor considers exempt from the production under the RTKL, Contractor or Sub Contractor must notify the Commonwealth and or Riverfront 47, LP and provide, within four (4) calendar days of receiving the written notification, a written statement signed by a representative of Contractor or Sub Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth or Riverfront 47, LP will rely upon the written statement from Contractor or Sub 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 or Sub Contractor shall provide the Requested Information within four (4) business days of receipt of written notification of the Commonwealth's determination.

- (6) If Contractor or Sub Contractor fails to provide the Requested Information within the time period required by these provisions, Contractor or Sub Contractor shall indemnify and hold the Commonwealth and Riverfront 47, LP harmless for any damages, penalties, costs, detriment or harm that the Commonwealth or Riverfront 47, LP may incur as a result of Contractor's or Sub Contractor's failure, including any statutory damages assessed against the Commonwealth or Riverfront 47, LP.
- (7) The Commonwealth or Riverfront 47, LP will reimburse the Contractor or Sub Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Open Records or otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Contractor or Sub Contractor may file a legal challenge to any Commonwealth decisions to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor or Sub Contractor shall indemnify the Commonwealth and Riverfront 47, LP for any legal expenses incurred by the Commonwealth or Riverfront 47, LP as a result of such a challenge and shall hold the Commonwealth and Riverfront 47, LP harmless for any damages, penalties, costs, detriment or harm that the Commonwealth and Riverfront 47, LP may incur as a result of Contractor's or Sub Contractor's failure, including any statutory damages assessed against the Commonwealth and Riverfront 47, LP, regardless of the outcome of such legal challenge. As between the parties, Contractor or Sub 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.
- (9) The Contractor or Sub Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this agreement and shall continue as long as the Contractor or Sub Contractor has Requested Information in its possession.

The Proposer acknowledges that the term Contractor and Proposer are interchangeable. The Proposer acknowledges the submission of a Proposal as part of this Request for Proposal must be in compliance with Pennsylvania's Right to Know Law, all information within this proposal/bid, including financial information of a bidder/proposer may be provided as a public record, if appropriate pursuant to the discretion of the Agency's Open Records Officer, after a bid is awarded.

Signature of Authorized Official of Firm:

Title of Authorized Official:

Date:

Exhibit E

Commonwealth of Pennsylvania Non-Discrimination / Sexual Harassment Provisions

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 Agreement, contract, or subcontract, the Contractor, Sub Contractor, or any person acting on behalf of the Contractor 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. The Contractor or any Sub Contractor or any person on their behalf shall not 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 of its employees.
3. The Contractor or any Sub Contractor 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 grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Contractor or any Sub Contractor shall not 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 any Contractor, Sub Contractor or supplier who is qualified to perform the work to which the grant relates.
5. The Contractor and each Sub Contractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each Sub Contractor 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 or any Sub Contractor shall, upon request and within the time periods requested by the Commonwealth and or Riverfront 47, LP, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the Commonwealth and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor and any Sub Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every agreement, contract or subcontract so that those provisions applicable to Contractor or any Sub Contractor will be binding upon each Contractor or any Sub

Contractor.

7. The Contractor and each Sub 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 and each Sub Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. Riverfront 47, LP may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Commonwealth may proceed with debarment or suspension and may place the Contractor or any Sub Contractor in the Contractor Responsibility File.

Wherever herein above the word Contractor is used it shall also include the word Engineer, Consultant, Researcher, or other Contracting Party as may be appropriate.

Signature of Authorized Official

Title of Authorized Official:

Date:

Exhibit F
Contractor Integrity

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") 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.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. "Affiliate" means two or more entities where:
 - i. a parent entity owns more than fifty percent of the voting stock of each of the entities; or
 - ii. a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
 - iii. the entities have a common proprietor or general partner.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with Riverfront 47, LP.
- d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. "Financial Interest" means either:
 - i. Ownership of more than a five percent Interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. "Non-bid Basis" means a contract awarded or executed by Riverfront 47, LP with contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) 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 contract 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 activity with the Commonwealth and 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 contract 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 contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to 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 the contract signed by Contractor.
- e. Contractor certifies to the best of Its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - iii. had any business license or professional license suspended or revoked;
 - iv. 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
 - v. 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.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth and Riverfront 47, LP in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that Riverfront 47, LP may, in its sole discretion, terminate the contract for cause if it learns 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 contract.

- f. 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 contract 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).
- g. 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 Riverfront 47, LP and the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, 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 contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify 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 Commonwealth or Riverfront 47, LP for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of that Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in that 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.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees 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 contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/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.
- j. For violation of any of these Contractor Integrity Provisions, Riverfront 47, LP may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal

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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 contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth and Riverfront 47, LP may have under law, statute, regulation, or otherwise.

CONTRACTOR: _____

BY: _____
Signature

State of _____ County of _____

Sworn and subscribed to before me this date _____ of _____, 20__

Notary Public:

My Commission Expires:

Exhibit G

Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, or Sub Contractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract or subcontract with respect to this Project. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- (1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Project contract, that neither the Contractor, nor any subcontractors, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
- (2) The Contractor must also certify, in writing, that as of the date of its execution, of any Project contract it has no tax liabilities or other Commonwealth obligations.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of any Project contract with Riverfront 47, LP through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth and Riverfront 47, LP if, at any time during the term of the Project, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or 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 10 days of the date of suspension or debarment.
- (4) The failure of the Contractor to notify the Commonwealth and Riverfront 47, LP of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Agreement with Riverfront 47, LP.
- (5) The Contractor agrees to reimburse the Commonwealth and or Riverfront 47, LP for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and Riverfront 47, LP, which 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.dgsweb.state.pa.us/DebarmentList_portlet/ or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building

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Harrisburg, PA 17.125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Signature of Authorized Official

Title of Authorized Official:

Date:

8. Contracting Requirements

The Pennsylvania Commonwealth Financing Authority (also referred to as the “Commonwealth”) is funding, in part, the work described in this Project Scope of work (also referred to as the “Project”) through a Grant awarded to Riverfront 47, LP. The Commonwealth’s Grant requirements must be passed down to any Contractor or Sub Contractor receiving funds from this Grant.

For the purpose of these provisions, the term "the Commonwealth" shall refer to the Commonwealth Financing Authority. The term “Agreement” shall refer to the scope of work defined in an agreement between the successful Proposer and Riverfront 47, LP with respect to the scope of work for the Grant Agreement between the Commonwealth Financing Authority also referred to as the “Project”. The term Contractor shall refer to the successful bidder awarded a contract with Riverfront 47, LP.

In order to meet the Commonwealth of Pennsylvania, Commonwealth Financing Authority’s funding requirements, the proposer will be required to incorporate certain articles in the final agreement with Riverfront 47, LP. The following exhibits will be included in the final agreement.

Exhibit H: Additional Certifications and Contract Requirements

Exhibit H
Additional Certifications and Contract Requirements

In addition to the requirements noted in the Exhibits of this Request for Proposal the following additional certifications and other requirements will be incorporated into a final agreement for professional services.

1. Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Contractor shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or In part by this Project.

In the event that the Contractor

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by the Project; and
- (B) the Contractor or any of its Sub Contractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Contractor shall:

- (A) repay to Riverfront 47, LP or the Commonwealth all funds received by the Contractor from Riverfront 47, LP pursuant to this agreement.

2. Bonding, Insurance and Tax Liability Requirements

Hold Harmless:

The Contractor shall hold the Commonwealth Riverfront 47, LP and its affiliates harmless from and indemnify the Commonwealth and Riverfront 47,LP and its affiliates against any and all claims, demands and actions based or arising out of any activities performed by the Contractor and its employees and agents under this Project; and shall defend any and all actions brought against the Commonwealth Riverfront 47, LP and its affiliates based upon any such claims or demands. It is understood and agreed that the Contractor's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth Riverfront 47, LP and its affiliates from claims of bodily injury and/or property damage arising out of any activities performed by the Contractor or its employees or agents under this Project, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of

this project when validly present on Riverfront 47, LP's premises whether or not actually engaged in the Project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth Riverfront 47, LP and its affiliates or of its agents or employees. Upon request, the Contractor shall furnish to the Commonwealth or Riverfront 47, LP proof of insurance as required by this paragraph.

Other Liability requirements:

The Contractor shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation and social security and any other taxes or payroll deductions required by law do its employees who are performing activities specified by this Project.

3. Compliance with The Americans with Disabilities Act:

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contract understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation In this Project or from activities provided for under this Project. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination." 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors. The Contracotr shall be responsible for and agrees to indemnify and hold harmless the Commonwealth Riverfront 47, LP and its affiliates from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth and or Riverfront 47, LP as a result of the Contractor's failure to comply with the provisions of the above paragraph.

4. Compliance with Anti-Pollution Regulations:

The Contractor and its Sub Contractors agree that in the performance of their obligations under this Project they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

5. Interest of Parties and Others:

No officer, member, employee, independent contractor or elected official of the Pennsylvania Commonwealth Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Project shall participate In any decision relating to this Project which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Project or the proceeds thereof.

The Contractor covenants that the Contractor (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Project. The Contractor further covenants that no person having any such Interest shall be employed in the performance of activities for this Project.

The Contractor represents and warrants that no elected state official or any employee of the Commonwealth or a member of such elected state official's or the Commonwealth's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Project. Further, the Contractor represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to the Contractor under this Project.

6. Subcontracts

The Contractor shall not execute or concur in any sub contracts with any person or entity in any respect concerning the activities of this Project Scope without written approval of the Commonwealth and or Riverfront 47, LP. Such prior written approval shall not be required for the purchase by the Contractor of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required for this Project. The Contractor shall not execute or concur in any sub contract declared disapproved by the Commonwealth and or Riverfront 47, LP. A Sub Contractor shall be automatically disapproved, without a declaration from the Commonwealth and or Riverfront 47, LP, if the Sub Contractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Contractor shall be responsible for the quantity and quality of the performance of any of its Sub Contractors.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in this Agreement. In addition, all subcontracts involving the pass through of Project funds to sub recipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Contractor is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Project funds to subrecipients are required to be returned to the Commonwealth and or Riverfront 47, LP.

7. Records

The Contractor, using acceptable procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondences and other evidence pertaining to costs and expenses of the Project, and reflecting all matters and activities covered by the Project.

At any time during normal business hours and as often as the Commonwealth and or Riverfront 47, LP deems necessary, the Contractor shall make available for inspection by the Commonwealth, the Commonwealth auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Project and will permit the Commonwealth and or Riverfront 47, LP audit examine and make copies of such records.

All required records shall be maintained by the Contractor for a period of five (5) years from the date of final audit or close out of this Project by the Commonwealth and Riverfront 47, LP, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

8. Acknowledgment of Commonwealth Assistance

Any publication concerning this Project will acknowledge the Commonwealth financial assistance as follows:

*"This Project was financed [in part] by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority."*

9. Contract Closeout Requirements

Unless otherwise directed in writing by the Commonwealth and or Riverfront 47, LP, the Contractor shall, within 45 days of the Contractor's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of the Project funds received by the Contractor under this Contract are submitted and accepted by the Commonwealth and or Riverfront 47, LP.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Contractor. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Contractor to the Commonwealth and or Riverfront 47, LP.

10. Termination of the Contract

Riverfront 47, LP may terminate this contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Contractor is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All Project monies not legally or contractually obligated, plus accrued interest, shall be returned to Riverfront 47, LP on or before the effective date of termination and all project records shall be made available to the Commonwealth and Riverfront 47, LP.

The Contractor acknowledges the above certifications

Signature of Authorized Official of Firm:

**Riverfront District
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Title of Authorized Official:

Date:

09. Reference Materials

The follow reference materials will be available to download at the following link:
<https://www.dropbox.com/sh/5sxl8ozwis9fdtj/AADvfVVJ7RkR9CMUz7z4Or4ra?dl=0>

Materials

- 01 Project key map
- 02 Location Plan- trail diagram
- 03 District land holder diagram
- 04 Project study area
- 05 Open space diagram
- 06 Base Map scale 1-60
- 07 Base Map with flood plain
- 08 19th St and shoreline roadway study
- 09 19th St study aerial perspective
- 10 Aerials
- 11 Site photos
- 12 Aerial videos