

City of Johnstown Request for Proposals

Streetscape Engineering and Design Services for the
City of Johnstown, Pennsylvania
November 2022



The City of Johnstown has been awarded funding from several state and federal sources for various transportation projects. The City requires a creative design and engineering firm to develop engineered final design construction documents for our Main Street Rehabilitation and Innovation Project. The City is looking to hire a consultant firm to create both conceptual and final design construction documents for this project.

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PART 1

SCOPE OF WORK

1. PROJECT BACKGROUND

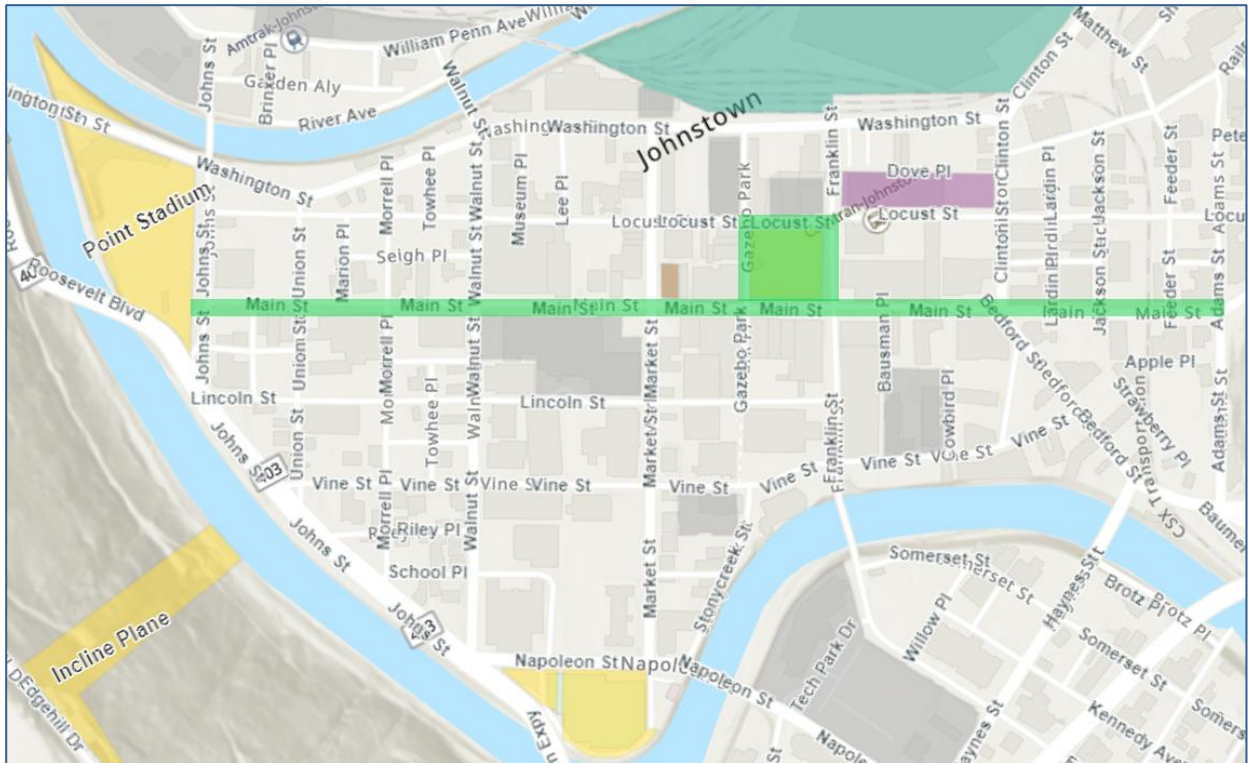
The City of Johnstown is a third-class city located within Cambria County, Pennsylvania. Home to just under 20,000 people, the City is in a resurgence period as more people and businesses are looking to Johnstown as their new home. The City of Johnstown has funding for engineering, design, and construction of the rehabilitation of approximately .65 miles of our Main Street located in the City's Central Business District. Funding for this project is being provided to the City from grants from the United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program, City American Rescue Plan Act (ARPA) funding, and the Pennsylvania Redevelopment Assistance Capital Program (RACP). Between all funding sources, the City has approximately \$17,000,000 for design, engineering, and construction of our Main Street Project. We estimate that approximately \$1,000,000 - \$2,000,000 of these funds will be used for work requested within this RFP. The City envisions a creative and innovative Main Street project that is a stand alone attraction that will help draw visitors, businesses, and future City residents to the City. The City seeks a world-class engineering and design consultant to lead the City with this project, create a streetscape that supports the City's growth, and spur investment within our Downtown.

By the time a contract is approved for the work requested within this RFP, the City will have under contract a consultant that is tasked to obtain any and all National Historic Preservation Act (NHPA) Section 106 and required National Environmental Protection Agency (NEPA) environmental clearances for this Main Street Project. It is expected that this consultant will work with the consultant being sought through this RFP for tasks involving the design of the Main Street Project.

The City is partnering with two other organizations with this initiative. Project Partners include CamTran and the Johnstown Area Heritage Association (JAHA). The City's Project Team consists of staff members from the City of Johnstown, CamTran, and JAHA. The lead on this project is the City of Johnstown and their assigned Project Manager is: John Dubnansky, Director of Community and Economic Development, 401 Main Street, Johnstown, PA 15901.

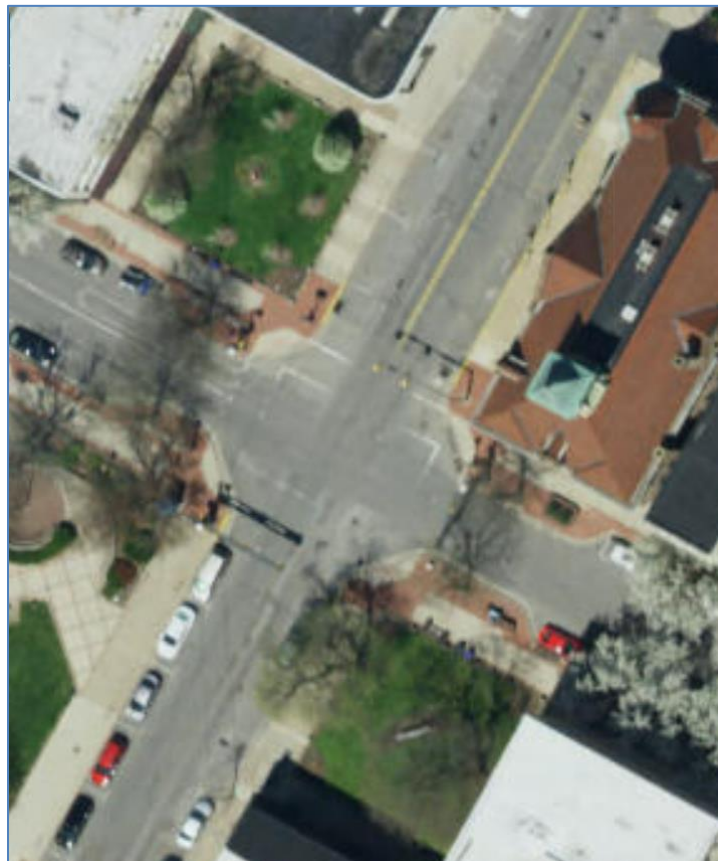
Existing Conditions

The Main Street corridor consists of infrastructure in various states of condition. Sidewalk condition ranges from very good to poor. Main Street is a one directional, two-lane street, except for between Bedford and Adams Streets where it is a two-way directional street. Typical sidewalks along Main Street are approximately eight-feet wide and are concrete. Brick in-lays exist at various locations along Main Street. Most of the curbing along Main Street is 6-8 inches in height. Main Street is a City-owned street that crosses a few Pennsylvania state roadways. City sidewalks are located within the public right-of-way, but sidewalk maintenance is the responsibility of the property owner in which the sidewalk is located. Utilities including electric, broadband, water, sewer, and gas are located throughout the project area.



The green highlighted area encompasses the project area along Main Street.

The City's two parklets located within the project area contain minimal features including a small statue at one parklet and a war monument at the other parklet. Both parklets are surrounded by existing concrete sidewalks and are predominantly minimally used green spaces.



The City's two parklets located at the intersection of Main and Market Streets.

Both are approximately 63' x 63' in size.

The City's Central Park is the primary public communal area within the City. Central Park is home to dozens of annual events and activities. Central Park consists of war monuments, a Gazebo, a large water feature, park benches, park lighting fixtures, trees, and crossed with sidewalks from all directions.

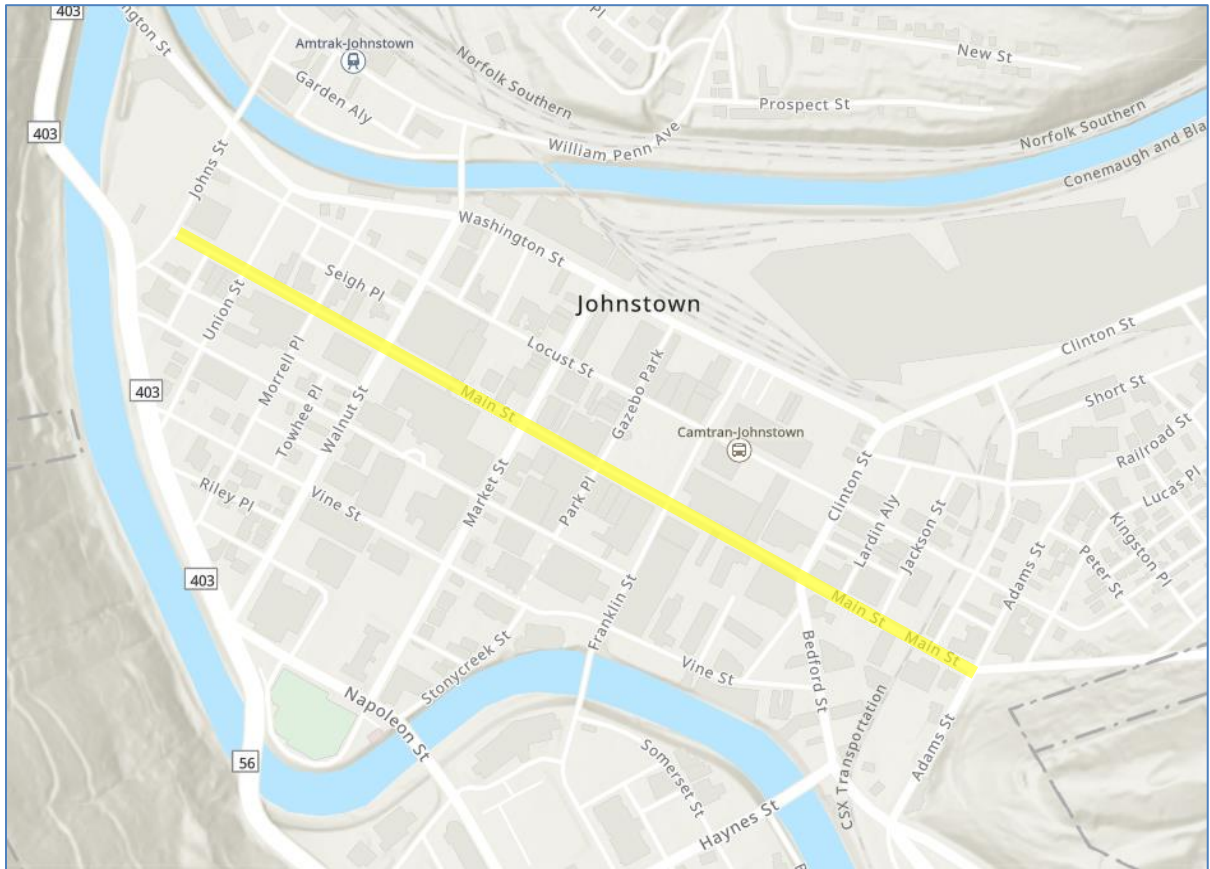


The City's Central Park located between Gazebo Place and Franklin Street along Main Street. The park is approximately 260' x 260' in size.

The City will make available to consultants drone flyover videos of this project area on the City's website at www.cityofjohnstownpa.net. The videos were flown on November 7, 2022 and offer consultants a visual tool in helping understand the project's existing condition and size. In addition, Cambria County, Pennsylvania has GIS data available at www.cambriacountypa.gov.

2. PURPOSE OF THIS REQUEST FOR PROPOSALS ("RFP") AND SCOPE OF SERVICES

The City of Johnstown ("City") seeks to engage a qualified consultant to provide engineering and design services for the Main Street Rehabilitation and Innovation Project. The City requires the consultant to provide to the City a minimum of three conceptual plan options for the Main Street project. One of the conceptual plans will be chosen by the City and the consultant would then create final design plan documents. The Main Street Project consists of the reconstruction of Main Street's sidewalks and parks located within the City's Central Business District, from Johns Street to Adams Street – approximately .65 miles long.



The primary tasks associated with the Main Street Project will include:

- Complete reconstruction of the sidewalks, and needed curbing, located on both sides of Main Street within the defined project area between Johns Street and Adams Street. Construction methods associated with Green Streets stormwater management design should be utilized when feasible.
- Complete reconstruction of the City’s Central Park and two parklets at the intersection of Main Street and Market Street.
- Installation of angled parking spaces along Main Street between Market and Franklin Streets. This will replace the existing parallel parking located within this area.
- Installation of various features like trees, vegetation, street lighting, crosswalks, benches, water features, trash receptacles, public art/sculptures, informational signage, street signs, etc.
- Stormwater Improvements, as needed, as a result of this project work.
- Determination if the addition of a bike lane addition is feasible on Main Street and possible installation if deemed feasible.

Project Management and Progress Meetings

Regular progress meetings/web conference calls on a weekly basis with the City’s Project Manager and/or Project Team. Action items will be tracked coming out of those meetings on a project action tracker that will be updated and discussed at each meeting/conference call.

Project Kick-off

A project kick-off meeting within City Hall, 401 Main Street, will be conducted at the beginning of the project. At this meeting we will discuss:

- Scope of Work
- Project Schedule
- Communication Protocols
- Quality Control
- Project Expectations

Public Engagement

Public Engagement (PE) is central to the successful development of the Main Street Project.

The consultant, along with the City Project Team, will set goals, seek community input, and develop methods to engage and collect feedback. Work groups will be established to accomplish the following tasks:

- Two pop-up events at high-traffic locations such as businesses, libraries, or community events
- One-on-one interviews (city staff, individual property owners, etc.)
- Presentations or solicitations for input at three public meetings
- Coordinate with the City to post project information on the City’s website and social media
- Conduct electronic or in-person surveys

Existing Conditions Analysis and Drawing

The consultant will analyze existing conditions within the project site and prepare an Existing Conditions Drawing. Minimal drawing components include a north arrow, title information, plan notes, legend, and certification of a registered engineer, surveyor, or landscape architect – done to scale. The drawing should depict all existing streetscape features and must include, at a minimum:

- Property Lines and Building Footprints
- Sidewalks
- Curbing
- Crosswalks
- Handicap Ramps
- Street Lights
- Monuments
- Public Art
- Utility Locations
- Easements
- Floodplain Delineation
- Stormwater Infrastructure
- Soil Types
- Topography
- Trees/Vegetation/Green Space
- Other Improved Surfaces (Public and Private Roads and Alleys, Driveways, etc.)
- Parking Spaces and Parking Meters
- Historical Resources
- Key Environmental Resources
- Business Identification

Conceptual Design Documents

The consultant will prepare for the City, a minimum of three concept plans for the Main Street Project. In each concept plan, the consultant will include:

- A narrative describing the concept plan. Each narrative should detail why the consultant feels the concept plan is positive for the City, along with reasoning on the selection of the design choices. The narrative should highlight any potential implementation issues anticipated with the concept. The narrative should also include a tabulation of materials needed for the concept and photometric street light level analysis for proposed new street lighting. An estimated construction cost estimate should be included within the narrative as well.
- Drawings of the proposed concept showing both two-dimensional and three-dimensional views of the project on what the Main Street Project would look like when completed. Cross section views should also be developed within the concept plan.

Components of each concept plan drawing must include, at a minimum, the following:

- Standard drawing features will include a north arrow, title information, plan notes, legend, and certification of a registered engineer, surveyor, or landscape architect. The drawing should be to a set scale to best layout the project to the viewer.
- Property Lines
- Building Footprints
- Roadways and Alleys
- Bus Stops
- Proposed Sidewalk Design
- Proposed Trees/Vegetation Plan
- Proposed Water Features
- Proposed Public Art
- Proposed Street Lighting
- Proposed Crosswalks
- Proposed Street Sign Design
- Proposed Informational Signage
- Proposed Angled Parking and Existing Parking Options
- Proposed Outside Seating
- Proposed Bike Racks
- Proposed Smart City Infrastructure
- Proposed Trash Receptacles
- Green Streets Stormwater Design Possibilities
- Open Space
- Green Space

The use of digital videos and imagery from visual engineering and design software to complement the drawings by consultants is encouraged. Visual representation/renderings of the concept plans is essential to help obtain community support.

Communication and coordination between the consultant chosen through this RFP and the City's selected Environmental and Historic Resources Planning Services consultant will be required during the conceptual plan development process. The Environmental and Historic Resources Planning Services consultant for the City is responsible with obtaining required National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) Section 106 clearances for the Main Street Project.

Final Design Documents

The consultant will prepare for the City one set of final design documents for the Main Street Project based on the approved concept plan that the City selects. Included within the final design documents will be:

- Main Street Rehabilitation and Innovation Narrative detailing the development of the final design planning task.
- A detailed construction cost estimate for the Main Street Project
- Main Street Project Final Design Construction Narrative and Plan Drawings
- Main Street Project Environmental Design Narrative
- Main Street Project Stormwater Management Narrative

Construction Bid Documents

The Consultant will prepare for the City an RFP, and associated bid documents, for the construction of the Main Street Rehabilitation and Innovation Project. The Consultant will not be required to participate in the review of submitted proposals in response to the construction RFP.

Streetscape Design Guidelines Document

The City of Johnstown is looking at this major investment in our Main Street as the beginning of a long-term commitment of the City to improve the City's Downtown streetscape. Design choices made with the Main Street Project are expected to be reflected in the City's future streetscape projects. The Consultant will prepare for the City a City of Johnstown Streetscape Design Guidelines document that will capture design guidelines for future streetscape improvements within the City.

Deliverables

The consultant will provide to the City:

- (3) Concept Plan Narratives
- (3) Concept Plan Drawings Packages
- (1) Final Design Documents Package
- (1) Construction Bid Package
- (1) Streetscape Guidelines Document

All deliverables should be provided to the City in both hardcopy and digital forms.

3. TIMELINE

- November 9, 2022: Release of this RFP
- December 7, 2022: RFP Questions due date
- December 9, 2022: RFP Answers to Questions posted on the City's website
- December 30, 2022: Due date for proposals
- January 6, 2023: Review of the proposals
- January 13, 2023: Consultant Presentations
- February 8, 2023: City Council approval of the selected consultant
- February 10, 2023: Start date for the consultant
- August 4, 2023: Concept Narratives and Plans due to the City

- August 25, 2023: Approved Concept Plan selected by the City
- September 29, 2023: Final Design Plan Package and Streetscape Design Guidelines Document due to the City
- *October 27, 2023: Project End

*Note the City may extend the project end date upon suitable justification from the consultant team.

PART 2

RFP PROCESS

1. SELECTION PROCESS

The City will select one consultant team to complete all work tasks highlighted within this RFP. Evaluation of all qualifications will be completed by the City's Project Team. Consultant must also be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a Consultant is at the sole discretion of City of Johnstown and the City reserves the right to accept any or none of the proposals received in response to this RFP.

2. MINIMUM REQUIREMENTS/RESPONSIVE CONSULTANT

Consultants must meet the following minimum requirements to be deemed responsive to this RFP.

Credentials

The Consultant's business should be primarily focused on engineering and design of transportation projects, especially streetscape and Green Streets design projects. The Consultant should demonstrate extensive experience with projects of similar size and scope as with our planned Main Street Project. The Consultant must be licensed to perform requested work tasks within the state of Pennsylvania.

The Consultant will need to meet or exceed all federal requirements associated with utilizing funding from the United States Department of Transportation. The Consultant should familiarize themselves with federal contracting requirements through the Federal Register.

The Consultant should have experience working with and knowledgeable of information relating to streetscape projects found in the following publications:

- PennDOT Publication 13/13M – Design Manual Part 2 Highway Design
- PennDOT Publication 14M – Design Manual Part 3 Plans Presentation
- PennDOT Publication 46 – Traffic Engineering Manual
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities.
- AASHTO Green Book
- AASHTO Manual on Uniform Traffic Control Devices

Experience

Consultant experience pertaining to the following will also be weighed heavily in the selection process.

- Quantity of streetscape and Green Street engineering and design projects completed over the past five years.
- Minimum of five years of relevant experience working with federal transportation agencies.
- Minimum of five years of relevant experience working on preconstruction tasks on federally funded transportation projects.
- Creativity in communicating project concepts.

3. QUALIFICATIONS EVALUATION CRITERIA

The following will be the City of Johnstown’s primary consideration in the selection process:

1. Demonstration of meeting or exceeding the required credentials.
2. Compliance with requirements of this RFP.
3. An assessment of the Consultant’s ability to deliver the indicated service in accordance with the specifications set out in the RFP.
4. Consultant’s demonstrated experience with federal transportation agencies and federally funded transportation projects.
5. Consultant’s demonstrated experience in planning and designing streetscape projects.
6. Consultant’s demonstrated experience in planning and designing Green Streets projects.
7. Consultant’s demonstrated experience with creating conceptual plans.
8. Consultant’s demonstrated experience with creating final design plans.
9. Consultant’s demonstrated experience with creating streetscape construction bid packages.
10. Strength of client references.
11. Project Schedule
12. Competitive comprehensive Consultant fee that includes all project costs listed within this RFP, and including items like travel, postage, fees, etc. The Consultant should provide a fixed-price cost proposal in a format similar to the example provided below:

Total Consultant Fee: \$000,000	
Main Street Concept Plan Narrative Development <ul style="list-style-type: none"> • Detail and itemized costs per work task listed within this RFP 	\$000,000
Main Street Concept Plan Drawings Development <ul style="list-style-type: none"> • Detail and itemized costs per work task listed within this RFP 	\$000,000
Main Street Final Design Plan Package Development <ul style="list-style-type: none"> • Detail and itemized costs per work task listed within this RFP 	\$000,000
Main Street Construction Bid Package Creation <ul style="list-style-type: none"> • Detail and itemized costs per work task listed within this RFP 	\$00,000
City of Johnstown Streetscape Design Guidelines Document Creation <ul style="list-style-type: none"> • Detail and itemized costs per work task listed within this RFP 	\$00,000

4. RESPONSIBLE CONSULTANT REQUIREMENTS

The City of Johnstown shall not award any contract until the selected consultant has been determined to be responsible. A responsible consultant must:

- (1) Integrity and Ethics. Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),

- (2) Debarment and Suspension. Be neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,
- (3) Affirmative Action and DBE. Be in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements,
- (4) Public Policy. Be in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),
- (5) Administrative and Technical Capacity. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),
- (6) Licensing and Taxes. Be in compliance with applicable licensing and tax laws and regulations,
- (7) Financial Resources. Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),
- (8) Production Capability. Have, or can obtain, the necessary production, construction, and technical equipment and facilities,
- (9) Timeliness. Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and
- (10) Performance Record. Be able to provide:
 - (a) Current Performance. A satisfactory current performance record, and
 - (b) Past Performance. A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - 1 Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - 2 Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
 - 3 Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the

recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

5. RFP SUBMISSION ITEMS

The Consultant must submit documentation in response to the requirements listed in each category heading summarized below. The Consultant must also submit completed versions of the Qualifications Coversheet and the Certification of Company located at the end of this RFP.

1. Cover Letter
2. Resumes of Key Consultant Staff that will be working on this project
3. Explanation on how the Consultant meets our required credentials
4. Examples of past relevant work, highlighting projects involving the planning and design of streetscape and Green Streets projects.
5. Narrative describing experience/familiarity with:
 - a. Demonstrated experience working with federal regulations.
 - b. USDOT Agencies and Programs.
 - c. Creating Concept Plans
 - d. Creating Final Design Plans
 - e. Streetscape Design
 - f. Green Streets Design
6. Outline of proposed fee structure including administrative costs.
7. Project Schedule
8. Professional References

6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

The consultant must mail to the City a single package that includes within it **two separate sealed envelopes**. In one envelope include just the Consultant's price/budget proposal and label it "Price Proposal". In the other envelope include all other required proposal documents and label it "Proposal". The consultant must provide to the City four hardcopy paper versions of their proposal and a single PDF electronic version on a USB flash drive. All proposals must be either dropped off at City Hall, 401 Main Street, Johnstown, PA, or submitted via United States postal mail at the address below.

City of Johnstown
ATTN: John Dubnansky
401 Main Street

Johnstown, PA 15901
Email: jdubnansky@cojtwm.com

The deadline for submission is December 30, 2022 at 12:00 PM.

Questions pertaining to this RFP must be email to jdubnansky@cojtwm.com and will only be accepted until 10:00 AM EST on December 7, 2022. Answers to all received questions are expected to be available to all proposers by 4:00 PM EST on December 9, 2022. The City reserves the right to reject any and or all proposals. Any changes that may occur to this RFP once released publicly will be posted as an addendum on this City's website at www.cityofjohnstownpa.net. Please check the City's website for any posted addendums prior to submitting a proposal.

The City of Johnstown will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The City Project Team may, at their sole discretion, limit the number of proposers who may be offered the opportunity to present their proposals to the City and associated project staff. The date for presentations will be January 13, 2023. Based on these interviews, information presented in the proposals, and any supplemental information requested, a finalist whose proposal best suits the needs of the City will be presented to the City of Johnstown Council for approval on February 8, 2023. The City will then provide a written notice to proceed to the consultant team. It is expected that the project start date will be February 10, 2023.

PART 3

TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS

The selected Consultant that will complete contracted work for the City of Johnstown must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes

- to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - H. Requirements set forth in this RFP, entitled “Credentials” that describes the credentials required under federal law to perform Section 106 reviews.

2. RFP TERMS AND CONDITIONS

The City of Johnstown is not required to seek proposals for this service; it has chosen to do so in its best interest. This RFP does not represent a commitment or offer by the City of Johnstown to enter into an agreement with a Consultant or to pay any costs incurred in the preparation of a response to this RFP. The City of Johnstown has sole discretion and reserves the right to reject all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to seek new proposals when such a request is in the best interest of the City and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. Further, the City is not responsible for any expenses that proposers may incur in preparing and submitting proposals requested by this RFP, including but not limited to costs associated with travel, accommodations, interviews or presentations of proposals.

The timely responses and any information made a part of the responses will not be returned to the sender. The RFP and the selected professional management operator’s response to the RFP may, by reference, become a part of the final Agreement between the consultant and the City resulting from this solicitation.

If it becomes necessary to revise or amend any part of this RFP, the City will furnish a revision by written addendum that will be posted on the City's website at www.cityofjohnstownpa.net. It will be the responsibility of the proposer to view the City's website prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return the executed addenda within the proposal.

The proposing consultant will indemnify, protect, defend and hold harmless the City, its successors, assigns, members, directors, officers and attorneys from and against all losses, liabilities, actions and causes of action, cost and expenses whatsoever, including, but not limited to, attorney's fees sustained by the City and resulting from any acts or omissions in connection with the Agreement, caused by Proposer, its employees, agents or subcontractors, or caused by others for whom Proposer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees.

The Consultant shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Johnstown, the City's Project Team, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process. Consultants are prohibited from contacting any member of the City's Project Team concerning this project or responses to this RFP.

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, the decisions of the duly designated representative of the City shall be final.

The Consultant shall not collude in any manner or engage in any practices with any other Consultant(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Consultant(s) submittal(s) to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

No proposal will be accepted from any persons, firm or corporation that is in arrears or in default to any business or government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.

The Final agreement with the successful proposer will be drawn by the City's legal counsel and may contain such other provisions as are deemed necessary to protect the City's interests. At any time prior to the hour and date set for the opening of proposals, the proposer may withdraw its proposal. This will not preclude the submission of another proposal by the proposer prior to the hour and date set forth for the opening of bids. Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date of the proposal receipt deadline date.

Confidentiality of Documents

Except with the City's approval, proposer shall not directly or indirectly disclose, divulge, or communicate to any person, firm or corporation, other than the City or its designated representatives, or as required by law, any non-public information which it may have obtained during the proposal process concerning any matter relating to the work or regular business of the City.

In general, documents that are submitted as part of the response to this RFP may become public records and will be subject to public disclosure. Pennsylvania State Law may provide a method for protecting some documents from public disclosure. If the professional management operator follows the

procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the City will withhold the document from public disclosures to the extent that it is entitled or required to do so by applicable law. If you include information within your proposal that you consider a trade secret or proprietary information, it should be marked accordingly. Otherwise, it may be subject to the Right to Know Law.

Contract Requirements

At any time during the selection process, or afterward until a contract is negotiated and signed, the City reserves the right to terminate the process. A contract will be negotiated with the most responsible and responsive proposer whose proposal meets the needs of the City to the best degree. The final contract will be subject to negotiations with the City.

The term of the contract is expected to be for a term not to exceed one-year. Extensions of the contract shall be determined by negotiations and mutual agreement by executed contracts.

The City reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the City.

The City may require the consultant to retain insurance coverage that covers the consultant’s actions throughout the project.

No proposer shall assign its proposal or any rights or obligations there under without the written consent of the City.

Prices quoted in the proposal shall include any and all shipping costs specified by the requestor or the purchase order. All taxes of any kind and character payable on account of the work done and materials furnished under the award/contract shall be paid by the proposer and shall be deemed to be included in the proposal. Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any involved in the work. Whenever the proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the proposer shall indemnify and hold harmless the City, its officers, agents or employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award/contract, and shall indemnify the City, its officers, agents and employees for any costs, including litigation costs and attorney’s fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

Any contract resulting from this RFP may be canceled by the City in whole or in part by written notice of default to the proposer upon non-performance or violation of contract terms, including the failure of the proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the City. In the event a contract is canceled because of the default of the proposer, the City may (a) purchase the services specified in this specification on the open market, or b) negotiate a contract with another proposer and establish the period of such contract.

Immediately after the notice of award, the winning proposer and its senior management shall begin planning in conjunction with City staff to ensure fulfillment of all obligations. Proposer will be expected to provide professional coordination services upon execution of a contract, the expenses of which will be borne by proposer. Proposer will be expected to attend meetings as required by the City.

3. QUALIFICATION COVER SHEET

Name of Individual,
Firm or Business:

Address:

Phone Number:
Fax Number:
Web Site Address:

QUALIFICATION

Contact Person:

Title:
Email Address:
Phone:

Contract Signatory:
Authority:

Title:

4. CERTIFICATION OF CONSULTANT

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I _____ am the _____ of

The _____ corporation, partnership, association, or other entity named as company and the Consultant herein, and I am legally authorized to sign this and submit it to the City of Johnstown on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Consultant:

Signed: _____

Name: _____

Title: _____

Date: _____

Firm name: _____

PART 4

PROPOSAL ATTACHMENTS

The following forms need to be completed as part of the required proposal submission package to the City due on December 30, 2022.

- Affidavit of Non-Collusion
- Disadvantaged Business Enterprise Certification
- Debarment Certification
- Americans with Disabilities Act Compliance
- Contractor Integrity
- Federal Lobbying Certification
- Commonwealth Non-Discrimination Clause
- Title VI of the Civil Rights Act of 1964
- Environmental, Resource Conservation and Energy Requirements
- Evaluation Sheet
- Federal Third-Party Contract Provisions

AFFIDAVIT OF NON-COLLUSION

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

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

Signed: _____

Company Name: _____

Subscribed and sworn before me

This _____ day of _____ 20__.

Notary Public

My commission expires: _____

Proposer's E. I. Number: _____
(Employer's Quarterly Federal Tax Return No.)

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Policy: It is the policy of the U.S. Department of Transportation and the Pennsylvania Department of Transportation that DBEs as defined in 49 CFR Part 26 as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or Commonwealth funds under the agreement which results from the Purchaser's acceptance of the proposer's offer. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to that agreement.

DBE Obligation: The bidder/contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the agreement which results from the Purchaser's acceptance of the proposer's offer. In this regard, all bidders/contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Bidders/contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Department of Transportation assisted contracts. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work ,and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Failure by the Contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.

Signature: _____ Date: _____

Title: _____

Firm: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

DEBARMENT CERTIFICATION

The proposer hereby certifies to the best of its knowledge and belief, that its principals, and the principals of its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Commonwealth, the Federal Government or other states. Reference 49 CFR Part 29, Executive Order 12549.

(2) Have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) Have not within the preceding three-year period had one or more public transactions (Federal, State or Local) terminated by cause or default.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature: _____ Date: _____

Title: _____

Firm: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The undersigned agrees to comply with, and assure that any third-party contractor under this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC & 12101 et seq. and 49 USC & 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC & 794; Section 16 of the Federal Transit Act, as amended, 49 USC app. & 1612; and the following regulations and any amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- 4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and
- 5) Local Government Services," 28 C.F.R. Part 35;
- 6) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 7) General Services Administration regulations, "Construction and Alteration of Public Buildings,"
- 8) "Accommodations for the Physically Handicapped," 41 C.F.R. Part 101-19;
- 9) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- 10) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- 11) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 12) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.

DATE: _____ FIRM NAME: _____

BY

SIGNATURE & TITLE: _____

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

CONTRACTOR INTEGRITY

It is essential that those who seek to contract with the City observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the City procurement process. In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements applicable to the Contractor or that govern contracting within the Commonwealth of Pennsylvania (“Commonwealth”) and/or the City.
2. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any City employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.
3. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee or to any other person at the direction or request of any City official or employee.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee, the acceptance of which would violate the applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of the City.
5. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of the City.
6. Contractor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
7. Contractor shall not have financial interest in any other contractor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the City in writing at the time of bid or proposal submission and the City consents to the Contractor’s financial interest prior to the City’s execution of the contract.
8. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract, or secured by Contractor from a third party in connection with the performance of this contract, without the prior approval of the City, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104; necessary for purposes of Contractor’s internal assessment and review; or otherwise required by law.
9. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any agency or department of the federal government or by any other state. Contractor acknowledges that the City

may, at its sole discretion, terminate the contract for cause upon such notification or when the City otherwise learns that contractor has been officially notified, charged or convicted.

10. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law.
11. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Contractor shall immediately notify the City contracting officer in writing.
12. Contractor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
13. Contractor shall cooperate with the City's Solicitor or the Office of State Inspector General in its investigation of any alleged City employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the 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 refers to or concern this contract.
14. For violation of any of the above provisions, the City may terminate this and any other agreement with the 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 to debar and suspend the Contractor from doing business with the City. These rights and remedies are cumulative, and the use or no-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the City may have under law, statute or regulations.
15. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this paragraph:
 - a. "Confidential information" means information that is not already in the public domain; is not available to the public upon request; is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Contractor; or has not been independently developed by Contractor without the use of confidential information of the City.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the City, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal or contractual terms, the City shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this agreement with the City, including those directors, officers, partners, managers and owners having more than five percent (5%) interest in the Contractor.
 - d. "Financial Interest" means:
 - (1) Ownership of more than five (5%) percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee or holding any position of management.
 - e. "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.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

CONTRACTOR: _____

BY: _____
Signature

Print Name

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 by 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 each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL MAY RENDER THE PROPOSAL NON-RESPONSIVE)

COMMONWEALTH NON-DISCRIMINATION CLAUSE

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, handicap or disability.

Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, handicap or disability. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to PA Code Chapter 49.35 of these Regulations. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

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

9. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that

such provisions will be binding upon each subcontractor.

10. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

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

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The undersigned agrees to comply with and assure the compliance by its third-party contractors and subcontractors under this project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 USC & 2000d; U.S. DOT regulations, “nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

ENVIRONMENTAL, RESOURCE CONSERVATION AND ENERGY REQUIREMENTS

The undersigned recognizes that many Federal and State statutes imposing environmental, resource conservation and energy requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, 42 USC && 4331 et seq.; the Clean Air Act, as amended, 42 USC && 7401 et seq. and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC && 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC && 9601 et seq.

The undersigned also recognizes that the Environmental Protection Agency (EPA), the Federal Highway Administration (FHWA), and other agencies of the Federal Government have issued and are expected in the future to issue requirements in the forms of regulations, guidelines, standards, orders, or other directives that may affect the Project.

Accordingly, the undersigned agrees to adhere to, and impose on its subcontractors, any such Federal requirements, as the Government may now or in the future promulgate. Listed below are the requirements of particular concern to the FTA. The undersigned expressly understand that this list does not constitute his or hers entire obligation to meet Federal requirements.

a. Environmental Protection. To the extent applicable, compliance with the requirements of the National Environmental Policy Act of 1969, as amended, 42 USC && 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 USC app. & 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations “Environmental Impact and Related Procedures,” at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Pollution. Compliance with the joint FHWA/FTA regulations, “Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and Transit Projects” 49 C.F.R. Part 623. This includes satisfactory assurances that any facilities or equipment acquired, constructed, or improved as a part of the Project are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: “Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines,” 40 C.F.R. Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures,” 40 C.F.R. Part 86; and “Fuel Economy of Motor Vehicles,” 40 C.F.R. Part 600;; in accordance with applicable Federally-approved State Implementation Plan(s) (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards.

c. Energy Conservation. The undersigned and its third-party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC && 6321 et seq.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE)

EVALUATION SHEET

An evaluation sheet will be completed for each proposal received through this RFP process. The scoring of these proposals will be an essential part of determining which consultant team will be selected by the City. A proposal that is determined to be non-responsive will be administratively rejected and not be scored.

Company Name:		
Reviewer:		
Section I: Responsiveness		
	YES	NO
Cover Letter		
Project Resumes		
Consultant Credentials		
Experience with Engineering and Designing Streetscape Projects		
Experience with Engineering and Designing Green Streets Projects		
Overall Project Experience		
Project Budget/Price Quote – to be Submitted Separately from the Proposal		
Project Schedule		
Completed Qualifications Form		
Completed Certification of Consultant Form		
Completed Forms from Part 4 of this RFP		

Section II. Evaluation			
Factor	Criteria	Maximum Points	Awarded Points
Experience	<ul style="list-style-type: none"> • Experience of Consultant Staff/Resumes • Streetscape Experience • Green Streets Experience • Federal Transportation Project Experience 	50	
Project Understanding	<ul style="list-style-type: none"> • Understanding of our Proposed Scope of Work • Understanding of Federal Policy and Requirements • Consultant Plan of Execution 	30	
Project Schedule	<ul style="list-style-type: none"> • Detailed Project Schedule • Schedule Alignment with Project Tasks • *Can Complete the Project by October 27, 2023 	10	
Price/Budget	<ul style="list-style-type: none"> • Comprehensive Fixed Price Budget • Utilize Provided Budget Template, at a minimum 	10	
Total		100	
<p>*Note: The City may choose to extend the project deadline upon request from the chosen consultant and with justification agreed upon by the City.</p>			

FEDERAL THIRD-PARTY CONTRACT PROVISIONS

The following clauses are part of this and all contracts.

1. Notice of Federal Requirements

This procurement is subject to a financial assistance contract between the Federal Transit Administration (FTA) and the City. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed herein, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The preceding provisions include, in part, certain Standard Terms and Conditions required by United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

2. No Government Obligation to Third Parties

- a. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Governmental in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

TITLE AND DATE

(FAILURE TO COMPLETE THIS FORM AND SUBMIT IT WITH YOUR BID MAY RENDER THE BID NON-RESPONSIVE) The full version of federal compliancy regulations would be part of the awarded contact issued through this RFP process.

