

**Request for Proposals**  
**For**  
**Professional Consultant Services**

**Preparation of the**  
**Erie County Parks, Trails, and Recreation Plan**

**As an element of the**  
**Erie County Comprehensive Plan**

**This project is being administered by:**  
**ERIE COUNTY DEPARTMENT OF PLANNING**  
**150 East Front Street**  
**Suite 300**  
**ERIE, PA 16507**

**ANNOUNCEMENT**

**County of Erie, Pennsylvania**

**Erie County Department of Planning**

**REQUEST FOR PROPOSALS**

**PROFESSIONAL CONSULTANT SERVICES FOR PREPARATION OF A  
PARKS, TRAILS, AND RECREATION PLAN**

**FOR ERIE COUNTY, PENNSYLVANIA**

The County of Erie, Pennsylvania, acting through the Erie County Department of Planning, is accepting proposals for preparation of a Parks, Trails, and Recreation Plan.

Detailed information on the services required by the County of Erie as part of this project effort is outlined in a "Request for Proposals" (RFP). Contractors interested in submitting a proposal may obtain a copy of the RFP by contacting the Erie County Department of Planning at [amurdock@eriecountypa.gov](mailto:amurdock@eriecountypa.gov) or (814) 451-7328, Monday through Friday, 8:00 AM through 4:30 PM. Written inquiries for a copy of the RFP should be submitted to Erie County Department of Planning, 150 East Front Street, Suite 300, Erie, PA 16507.

Sealed proposals (five copies) must be received at the Erie County Controller's Office, Erie County Courthouse, Room 107, 140 West 6<sup>th</sup> Street, Erie, PA 16501, no later than **10:30AM, May 12, 2017**, at which time and place all proposals will be publicly opened. The County of Erie will not accept any proposal submitted after this deadline.

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

Katherine S. Wyrosdick, AICP

Director

Erie County Department of Planning

## I. PURPOSE AND INTENT

Through this Request for Proposal (RFP) Erie County (hereinafter “County”) seeks proposals from qualified consultants to provide professional services ***to develop a strategic plan for focused investment in Erie County’s network of recreational assets and their connections to communities within Erie County.*** This initiative is known as the Erie County Parks, Trails, and Recreation Plan and will be guided by the planning principles and objectives currently being promoted by the Pennsylvania Department of Community and Economic Development (DCED).

**PA DCED’s Implementable Comprehensive Plan Approach:** In 2012, the Pennsylvania Department of Community & Economic Development (PA DCED) released a comprehensive workbook and reference guide for creating an implementable comprehensive plan. These guidelines were developed as the result of a 2008 assessment of the impact of local comprehensive plans prepared using DCED funding. The purpose of the assessment and resulting workbook was to develop strategies for creating plans that lead to more practical and desired development and community improvements. (*Workbook – Creating an Implementable Comprehensive Plan, PA DCED, 2012*). This workbook can be accessed here: <http://wcdplan.org/Resources/Creating%20an%20Implementable%20Comprehensive%20Plan.pdf>

This plan will be adopted as an element of the Erie County Comprehensive plan and will be focused and strategic with well vetted and workable action plans, means of financing, and proven capacity to implement. The consultant to be hired will provide the full range of planning services necessary to undertake the Erie County Parks, Trails, and Recreation plan.

It is the goal of Erie County that this planning initiative provide a well constructed and realistic investment strategy for existing programmed funding and potential funding for Erie County that will enhance recreational assets and their connections to Erie County communities. This will not follow the traditional format of community planning which inevitably produces plans that are ineffective and static but will instead focus on what Erie County’s role is or should be in relation to parks, trails, open space, and recreational amenities and how we best fulfill this role. Although the plan assumes a 10 year planning horizon, it will include a specific action plan that can be achieved within 5 years.

The recommendations that result from the planning process will be informed by a robust but effective public engagement process, input from a comprehensive steering committee composed of strategic partner organizations, critical stakeholder groups, and the research and expertise of the consultant team.

## II. ISSUING AGENCY

The Erie County Department of Planning will serve as the issuing agency, and will be responsible for project administration functions. The Erie County Department of Planning is located at 150 East Front Street Suite 300 Erie PA 16507.

### III. INQUIRIES

Inquiries concerning this RFP should be directed to Kathy Wyrosdick at [kwyrosdick@eriecountypa.gov](mailto:kwyrosdick@eriecountypa.gov) or (814) 451-7338. The Erie County Department of Planning will make every effort to respond in a timely fashion, but failure to do so will not affect completion of the RFP process.

### IV. RESPONSE DUE DATE

All proposals must be received at the **Erie County Controllers' Office, Erie County Court House, 140 West 6<sup>th</sup> Street, First Floor, Room 107, Erie, PA 16501** no later than **10:30AM, May 12, 2017**. It is the responsibility of the contractor to ensure that the proposal is received by the Erie County Controllers' Office by the date and time specified.

Late proposals will not be considered.

### V. BACKGROUND

In 2009, Erie County partnered with seven other counties and the Northwest Regional Planning and Development Commission to create the Northwest Pennsylvania Regional Greenways Plan. The project included the development of eight individual county plans. The plan can be found at the following link: <http://www.eriecountypa.gov/media/19687/NWPAGreenways020810.pdf>. Unfortunately, Erie County's plan was never adopted as a result of ineffective public engagement and outreach during this planning process. It was also found to be ineffective due to its lack of realistic implementation recommendations and, most importantly, that they were not reflective of local operational challenges.

Since 2013, Erie County has administered a greenways grant program, funded by the county's annual Act 13 dollar allocation, and awarded a total of \$844,828.00 matched by \$1,842,739, for a total investment of **\$2,687,567** throughout Erie County that is spent without a strategic plan that considers priorities of Erie County and its communities.

In 2016 the Erie County Department of Planning ("ECDP") pursued grant funding through the Pennsylvania Department of Conservation and Natural Resources ("DCNR"), and in January, 2017, the Erie County Department of Planning was awarded \$75,000 from DCNR. ECDP has committed \$100,000 in matching funds for this project for a total project budget of \$175,000. The ECDP is committed to using these funds to undertake a planning process that provides a strategic action plan with attainable and implementable project goals that will have real and meaningful impacts to Erie County communities.

### VI. SCOPE OF SERVICES

#### A. **Public Engagement & Promotion**

The planning process shall be guided by a public participation process that provides the most value in determining the direction that Erie County should take with recreational development and open space. The consultant shall develop a strategy for effective public engagement events

that increase awareness of the process and shall train steering committee members and key stakeholders to educate the public on the planning process and solicit input. This strategy may include but is not limited to steering committee meetings, stakeholder meetings, interviews with municipalities and key stakeholders, and public surveys. The consultant shall assist in organizing a minimum of four focused public meetings and one public hearing. The consultant shall participate in these public meetings/hearing, engage the public and solicit input. The consultant shall record public comments and incorporate those comments into the final plan. Additionally, in consultation with the Erie County Department of Planning, the consultant shall develop press releases, develop and implement a social media strategy and may be required to engage local media as part of the public participation process.

The consultant should facilitate a planning process whereby the community “owns” the plan, and the elected officials and community leaders are spokespersons for the plan and have a consensus commitment to implement it.

## **B. Inventory of Existing Conditions**

### **1) Existing Recreational Assets and Natural Features**

In order to provide the County with updated information, the consultant or consultant team shall provide and updated inventory of recreational assets and natural features. Existing inventories are available yet the consultant shall ensure that the information is up to date and provides a classification systems for the assets within Erie County. Inventories developed by the consultant will include but are not limited to:

- i. Parks
- ii. Trails
- iii. Other Recreational Opportunities
- iv. Open Space and Natural Features (Recreational, Non-Recreational, and Wildlife Corridors)

The classification of recreational assets will provide strong definitions for each proposed class and inventory assets according to existing asset characteristics and amenities. These classifications will provide a system that can be easily integrated into Pennsylvania and national classification systems. It will ultimately be used to identify priority projects and improvement areas for Erie County’s recreational network that can leverage the greatest impact to Erie County residents. This impact will be determined through a series of decision lenses as described below in section C.

## **2) Access to Community Assets**

The consultant will define and inventory significant community assets (such as schools, employment hubs, and hospitals) and provide an assessment of their linkages to recreational assets. This inventory will identify the network of recreational assets and community assets and provide an assessment of the linkages among this network. This may include but is not limited to trails, sidewalks, multi-modal transportation, and public access opportunities. The consultant will work with the steering committee and local stakeholder to define “community assets” and prioritize linkages through data driven analysis.

## **C. Needs Assessment**

The consultant will provide a Needs Assessment that will provide an accurate depiction of the true barriers toward meeting regional recreational goals as well as opportunities to improve Erie County’s network of recreational assets and connections to Erie County communities. This methodology will be coordinated with the local expertise of the steering committee, and other local stakeholders. The Needs Assessment will identify projects that should be prioritized by Erie County and therefore benefit from focused resource deployment by the County.

The Needs Assessment will be coordinated with other relevant state, regional, and local planning documents for prioritization. Plans include but are not limited to:

- a. Pennsylvania Statewide Comprehensive Outdoor Recreation Plan
- b. Erie County Long Range Transportation Plan
- c. Erie County Comprehensive Plan
- d. Municipal Comprehensive Plans and land use regulations
- e. Relevant Master Site Development Plans in Erie County.

### **1) Project Prioritization**

Project prioritization will be guided by the information provided by the steering committee, input during the public engagement section of the process, and by examining best practices for countywide parks, trails and recreational programs. This process will be guided by using decision lenses in the following four core disciplines: **1) Health, 2) Environment, 3) Social Justice/Equity, and 4) Economy**. The consultant will meet with local experts in these disciplines to determine and implement evaluation metrics for these decision lenses. This may include but is not limited to focus group meetings, key community leader interviews, and a series of surveys.

### **2) Municipal Needs, Capacity, and Support**

The planning process will go beyond projects and provide an analysis of administrative and operational challenges toward a healthy county-wide recreational system. The consultant, in coordination with ECDP staff, will engage with municipalities and other agencies that own and operate existing or potential recreational assets to assess their capacity and understand their barriers for implementing parks, trails, open space, and recreation initiatives. The consultant will work closely with ECDP in collecting this information from the municipalities.

The consultant will coordinate with ECDP staff to collect as much information as possible in regard to municipalities' finance, management, and operating structures to support parks, trails, open space, and recreation.

The consultant will use the results of this engagement to recommend the role of Erie County government in supporting the municipalities' efforts toward these initiatives. The consultant will evaluate the municipalities' capacity and desire to participate in a regional cooperative to promote Erie County's network of recreational assets or regional trail networks. The consultant will match this capacity to any recommended priorities of the Needs Assessment and Strategic Action Plan. The consultant will recommend the best role for Erie County in supporting these municipalities and agencies in order to achieve the objectives of the Strategic Action Plan and Needs Assessment.

**D. Implementable Strategic Action Plan**

The consultant will develop a five year strategic action plan that provides a focused and realistic approach to implementing priority projects that support the goals identified in the Needs Assessment. The strategic action plan will include implementable and measurable goals and responsibilities assigned to organizations and/or staff. The action plan will include reasonable depth and detail for projects with specific action steps, responsible parties, estimated costs, proposed means of financing, and measurements of performance.

The Action Plan shall also include an organizational structure to help sustain investment and maintenance of the recreational system into the future. The consultant is asked to include some immediate action recommendations that would provide short-term, visible results and motivate further implementation of the plan. The consultant will provide ECDP staff with guidelines and methodologies to give them the ability to reassess this action plan at regular intervals.

Primary Recommendations:

**a. Recommendation for Leveraging Organizational Capacity and Additional Funding**

The consultant will recommend creative methods for leveraging organizational capacity and funding to support the implementation of this plan. The consultant will coordinate with ECDP to inspire commitment from respective stakeholders throughout the planning process in an effort to increase organizational capacity and secure available funds through collaborative efforts.

**b. What is the Role of Erie County Government?**

The consultant will recommend the most appropriate role for Erie County Government in supporting parks, trails, and recreation throughout Erie County and provide a detailed investment plan for the County's annual Act 13 dollar allocation.

**E. Mapping**

The consultant will develop GIS mapping tools at the direction of the Erie County Department of Planning to assist in the planning process. These maps will be used to provide visuals of existing conditions, demonstrate the results of statistical analysis to make a case for priority project areas identified in the needs assessment, and provide visuals of proposed projects in the strategic action plan. These maps will also be used to demonstrate recommendations for future land use for parks, trails, recreation, and open space.

**VII. PROJECT COORDINATION**

Throughout the project, coordination will be maintained between the Erie County Department of Planning and the consultant.

The consultant’s approach and method must include, at a minimum:

1. Initial meeting with the steering committee and Erie County Department of Planning staff to review the project scope and establish the project delivery schedule and public engagement program.
2. Regular meetings with the Erie County Department of Planning staff and the steering committee.
3. Obtain the input of the public through a variety of techniques that have proven to be effective and may include b public workshops and surveys, and key stakeholder and municipality interviews that will result in a wide cross section of constituents having been consulted.
4. At a minimum, monthly project review meetings/conference calls with key staff.
5. Prepare and present draft and final plans.
6. Present the final plan to Erie County Department of Planning staff, steering committee, Erie County Council, and Erie County Executive and participate in a public hearing to formally present the plan for approval and adoption.

**VIII. PROJECT DELIVERABLES**

- A. Draft Parks, Trails, and Recreation Plan and draft action plans for review and comment.
- B. Twenty (20) complete, county approved, copies of the final plan and executive summary.
- C. The executive summary will be suitable for publication that details the benefits of plan implementation, including recreational, economic, health, environmental, and social justice benefits.
- D. One (1) Complete Electronic Copy of the final plan in PDF format
- E. An editable version of the final plan will also be provided. The narrative will be submitted in Microsoft Word format. The map portions of the document will be provided as an ArcGIS Geo-shape file with all corresponding data consultant shall submit electronic copies of all materials, research, data, GIS shapefiles, etc. developed or collected over the course of plan development to the County in editable formats for the County’s future use.

## **IX. PROPOSAL SUBMISSION REQUIREMENTS**

### **A. Cover Letter including:**

- The consulting firm's name, mailing address, and nearest office location;
- Identification of the contact person for the consulting firm, including all contact information;
- A statement that the proposal is in response to the Parks, Trails, and Recreation Plan RFP.

### **B. Firm Experience and Qualifications**

The County of Erie seeks a consultant that has demonstrated capabilities in parks, trails, and recreation planning, creative public outreach at the county-wide level, and capacity building for plan implementation.

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

1. A brief history of the consulting firm, no longer than 1 page in length;
2. Personnel assignments and individual work experience;
3. A narrative explaining the firm's approach to the project;
4. Any consultant suggestions for how the scope of work can be enhanced, plus additional details of approach, methods, etc. for carrying out the prescribed work;
5. Proposed work schedule;
6. Examples of recent work that are similar in nature;
7. Examples of implementable plans;
8. Examples of projects implemented as a result of previous implementable plans;
9. At least three references with contact information for recent and relevant work. Consultant(s) should specify his/her/their role(s) in each of these projects, the type of work he/she/they performed, and implementation results that followed.
10. Key Personnel
  - i. Resumes of the personnel assigned to this project, including any sub-consultants;
  - ii. The anticipated roles of all personnel assigned to this project;
11. The consultant should demonstrate expertise of municipal financing of parks and recreation programs.

### **C. Timeline**

The proposal shall include a project completion schedule / timeline that provide anticipated dates of completion for each step of the planning process. It is anticipated that the project will take approximately fourteen (14) months to complete from the date of contract execution.

**D. Technical and Price Proposal**

The proposal shall consist of a technical proposal and a price proposal which shall be held valid for up to **four (4) months from the due date**. The technical proposal shall include a work program in a format that is acceptable for use as the final Scope of Services in the contract between the County and the consultant.

The price proposal shall include a detailed cost estimate of each of the tasks defined in the scope of services. Project cost estimates should include the number of hours, hourly rates for principals, project managers, and other personnel assigned to each task. The consultant's bid must also include any related expenses, such as travel. The budget for this project shall not exceed One hundred seventy five thousand dollars (\$175,000).

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

**X. INTERVIEW**

The Erie County Department of Planning reserves the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete on its face. The County reserves the right to request clarifying information subsequent to submission of the proposal.

**XI. PROPOSAL SUBMISSION**

Consultants are required to submit five hard (5) copies and one digital copy of the requested proposal, which must be submitted in a sealed envelope labeled "ERIE COUNTY PARKS, TRAILS, AND RECREATION PLAN", to **Erie County Controllers' Office, Erie County Court House, 140 West 6<sup>th</sup> Street, First Floor, Room 107, Erie PA 16501**. Proposals must be received by the Erie County Controllers' Office by the date and time specified in this RFP. Late proposals will not be considered.

**XII. SELECTION PROCEDURES**

The Project Management Team including members from the Erie County Department of Planning and the plan steering committee will review the proposals and will make a short list of consultants. The consultant may be asked to make a presentation to the Project Management Team or the planning steering committee.

It is anticipated that the selection process will take place between **May 12, 2017 and July 12, 2017**. During this time, consultants may be asked to make a presentation to the Project Management Team or the planning steering committee. A notice to proceed will be issued as soon as possible thereafter. Upon conclusion of final negotiations with the successful contractor, all contractors submitting proposals in response to this RFP will be notified of the selection decision.

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

**XIII. SELECTION CRITERIA**

The Project Management Team will evaluate the proposals, and will select a consultant based on the following criteria, amongst others:

1. Completeness of the Submission;
2. Understanding the Scope of Services and the objectives of the project;
3. Creativity and innovation in techniques and ideas;
4. The relevant qualifications and recent experience of the consultant(s) in
  - a. Parks, Trails, and Recreation Planning;
  - b. Implementable Planning;
  - c. Municipal Finance;
  - d. and meeting objectives outlined herein;
5. Qualifications and experience of the consultant and assigned personnel;
6. Suggestions submitted to enhance and/or amend the scope of work and additional details of the approach and methods to carry out the project;
7. Proposals will be competitively judged on the quality and value of the proposed work approach, products, etc., and proposed budget;
8. Ability to carry out and manage the project, and to meet the expected project timeline/completion schedule.

**XIV. SMALL AND/OR MINORITY-OWNED BUSINESSES**

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

**XV. PROPOSAL, CONSULTANT AND CONTRACT PROVISIONS**

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

**PROPOSAL:**

1. Proposal Submittal and Acceptance: The County of Erie is not liable for non-receipt of a proposal if sent by mail, late delivery of same, if hand-delivered after the proposal submittal deadline, or addressed to any other County employee or office other than the Erie County Controller's Office. In addition, the County of Erie will not be responsible for any costs incurred by the consultants in responding to this Request for Proposal. Each proposal will be submitted

with the understanding that the acceptance in writing by County of Erie of the offer to furnish the services described therein, shall constitute a contract between the Consultant and the County of Erie which shall bind the Consultant on his part to furnish and deliver at his bid price, and in accordance with conditions of said accepted proposal and specifications. A formal Contract Agreement between the County of Erie and the Consultant shall be executed within thirty (30) days.

2. Proposal Ownership: All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the County of Erie and will not be returned to the sender.
3. Proposal Award: The County of Erie reserves the right to accept any proposal, or to reject any or all proposals, or to award the contract for the purchase of the services on such basis as the County of Erie deems to be in its best interests.

CONSULTANT REQUIREMENTS:

1. Equal Employment Opportunity: If awarded the contract, the Consultant agrees to comply with the following Equal Employment Opportunity provisions:
  - 1.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off, and terminated. The Consultant agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  - 1.2 The Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
  - 1.3 The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Consultant's commitment under the Equal Employment Opportunity clause of the County and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 1.4 The Consultant shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.
  - 1.5 The Consultant shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections 1.1 through 1.8 hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Consultant or the County may request the United States to enter into such litigation to protect the interests of the United States.
  - 1.6.0 The Consultant shall file and shall cause his subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Consultant and his subcontractor.

- 1.7 The Consultant shall include the provisions of subsections 1.1 through 1.8 of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 1.8 Refusal by the Consultant or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
  - a. Withholding of all future payments under the involved public contract to the Consultant in violation until it is determined that the Consultant or subcontractor is in compliance with the provisions of the contract.
  - b. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the Consultant or subcontractor demonstrates that he has established and shall carry out the policies as herein outlined.
  - c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions including the enjoining, within applicable law, of the Consultant subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.
2. Non-Discrimination / Sexual Harassment Compliance: During the term of the Contract, the Consultant agrees to the provisions of the Commonwealth Non-Discrimination / Sexual Harassment Clause.
3. Compliance with The Americans with Disabilities Act: Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Consultant agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the County through contracts with outside contractors.
4. Ineligible Consultant: The Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.
5. Prohibited Interests: No member, officers, or employee of the public body, commission or locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

6. Non-Collusion: The Consultant guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit or cost element of any proposal price.
7. Covenant Against Gratuities: If awarded the contract, the Consultant shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the County of Erie with a view toward securing favorable treatment in awarding, amending or evaluation performance of the contract.
8. Personnel: The Consultant represents that it employs, or will employ, at its own expense, all personnel required for the completion of this project. The Consultant shall also notify the County of Erie of all key personnel assigned to the project effort and request approval from the County of Erie for any assignment changes of key personnel throughout the duration of the project.

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

9. Sub-Contracting: It is expected that the assigned project team shall be responsible for completing the work tasks. Other sub-contracting must be detailed in the Consultant's original work program. Additional sub-contracting shall be done only upon approval by the County of Erie in accordance with the provisions of the Contract Agreement.
10. Insurance Coverage: The Consultant will maintain insurance against the following risks during the term of the contract:
  - 10.1 Worker Compensation in statutory amounts and employer's liability for employees' assignment-related injuries or disease; the Consultant shall also be responsible for providing proof of Worker's Compensation coverage for all subconsultants engaged in this project.
  - 10.2 General liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from the Consultant's performance under this Agreement.
  - 10.3 Professional liability and/or errors and omissions insurance coverage sufficient to protect and County in the event of negligence in the performance of all contracted work activities.
11. Maintenance of Records: The Consultant shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended as part of the project effort. All such records shall be maintained on the basis of generally accepted accounting principles and shall be clearly identified and readily accessible. The Consultant shall provide representatives of the County of Erie with access to such records on an as-needed basis.

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

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

13. Right To Know Law: The Consultant hereby agrees that if the County receives a request under the act for records of the Consultant and the County Open Records Officer or Deputy determines that these records must be provided for County to comply with the act under this section the Consultant will supply these records to County so that they may be made available to the requestor for inspection and/or copying.

#### CONTRACT PROVISIONS:

1. Contract Preparation: The County of Erie shall prepare a written agreement for execution between the Consultant and the County of Erie. The general provisions of this RFP, the Scope of Services, and any other requirements placed on the project by the County of Erie shall be made a part of the Agreement.
2. Contract Integrity: The Consultant shall not have authority to vary, alter, amend or change the contract, or any part thereof, without the written consent of the County of Erie. The Consultant is assumed to be familiar with all federal, state and local laws, codes, ordinances and regulations which affect those engaged or employed in the work or in any manner affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Consultant will in any way serve to modify the provisions of the contract.
3. Contract Changes: Any proposed contract change shall be submitted to the County of Erie for its prior approval and the County will make the change by a contract modification. The County of Erie may, at any time, by written order and without advance notice to the sureties, make changes, within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change; provided, however, if the County of Erie decided that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract.

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

4. Termination of Contract: The County of Erie reserves the right to terminate the contract for or without cause upon seven (7) days written notice to the Consultant. If the contract is terminated, the County will make payment for the work that the Consultant has completed in accordance with the Scope of Services up through and including the termination date, subject to the provisions of the "Funding Out Clause" Section of the contract. In the event of termination, all finished or unfinished documents, data, studies, surveys, maps, models and reports prepared by the Consultant shall, at the option of the County, become the property of the County of Erie.
5. Notice to Proceed/Time of Performance: The services of the Consultant are to commence upon receiving a written Notice to Proceed by the County of Erie. The Consultant is responsible for any and all costs undertaken by the Consultant or any sub consultants prior to the issuance of the Notice to Proceed. The Consultant shall work to ensure that all project activities are completed by the contract termination date.
6. Acceptable Delays: Performance hereunder shall be within the time allotted provided, however, that neither the County of Erie nor the Consultant shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, storms, floods, scarcity of fuel, governmental regulation or orders, legal acts of public authorities, acts of God or other acts which cannot reasonably be forecast or provided against.
7. Reporting Allowable Costs, Payment Schedule:
  - 7.1 The Consultant shall invoice for actual expenditures by task in accordance with the Scope of Services and Project Completion Schedule. Invoices shall be submitted monthly/quarterly no later than the tenth day of the month for all work performed the previous month/quarter.
  - 7.2 The County of Erie will reimburse the Consultant for services rendered subject to the Consultant's compliance with contractual requirements. The County will make every effort to pay each invoice within thirty (30) days following receipt of the invoice by the County.
  - 7.3 The Consultant shall submit to the County written monthly progress reports summarizing the work accomplished for that month, by task, in accordance with the Project Completion Schedule.
  - 7.4 The Consultant shall not incur costs until a written Notice to Proceed has been issued by the County.

8. Funding Out Clause: The parties recognize that the performance of the County obligations under this contract are contingent upon the continued appropriation of funds in the budget of Erie County for the services to be performed under this contract. If no such funds are budgeted for future fiscal years, this contract shall terminate. Likewise, where the County obligations under the contract depend upon the receipt of funds from another governmental body, or other funding source, and if such funds are not distributed to the County, then this contract shall terminate. Should this contract terminate for any of the reasons cited within this Article, the County shall only be responsible for making payment to the Consultant for those portions of project work tasks completed as of the termination date.
9. Hold Harmless: The County of Erie shall not be responsible for any loss of life, personal injury, or property damages of any kind in performing and completing this project, unless such loss or damage is the result of the County of Erie's negligence.
10. Sunshine Law: The Agreement between the County of Erie and the Consultant will be subject to all provisions of the Sunshine Law, Act No. 93 of 1998, as amended.