



REQUEST FOR PROPOSALS

Delaware & Lehigh National Heritage Corridor: Strategic Plan Request for Proposals #BRC-SR-28.6-79

Delaware & Lehigh National Heritage Corridor, Inc., 2750 Hugh Moore Park Road, Easton, PA 18042

Proposals must be received electronically by 4:00 p.m. on September 2, 2025.

OVERVIEW:

Delaware & Lehigh National Heritage Corridor, Inc. (DLNHC) is soliciting proposals from interested organizations to provide professional planning services to guide and execute an equitable strategic plan for DLNHC to ensure a sustainable and impactful future in support of the organizational mission.

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BACKGROUND INFORMATION ABOUT OUR ORGANIZATION:

Delaware and Lehigh National Heritage Corridor is a federally designated region to be referred to as “the Corridor” and the name of the managing entity non-profit organization using the acronym “DLNHC”.

Congress established the Corridor in 1988 under Public Law 100-692 as one of the first three National Heritage Areas. Today, it is one of 62 National Heritage Areas and 12 State-Designated Heritage Areas. A combination of federal, state and private funding makes the Corridor one of the most successful heritage areas in the nation with key programs including the National Canal Museum and D&L Trail.

Our mission: Delaware & Lehigh National Heritage Corridor preserves, interprets and leverages the nationally significant history of the over 165-mile transportation route between Wilkes-Barre and Bristol, Pennsylvania. By building and maintaining public and private partnerships, we create four vital connections.

- We connect people to the enduring industrial heritage of the Corridor through education and preservation of historic sites and cultural resources.
- We connect people to health and wellness through outdoor recreation by reclaiming the historic transportation route as the D&L Trail.
- We connect towns and cities to opportunities for economic development along the D&L Trail and Corridor.
- We connect people to nature and the environment through conservation and education.

Our DEI Commitment: Delaware & Lehigh National Heritage Corridor, Inc. is committed to advancing intentional strategies to promote diversity, equity and inclusion in all aspects of our organization. We are dedicated to eliminating historic barriers as a result of an individual's race, gender, age, sexual orientation and/or gender identity, and level of physical ability.

DLNHC, along with its partners, celebrates the historic pathways that carried coal and iron from Wilkes-Barre to Bristol to fuel the American Industrial Revolution. Today, DLNHC is a 501(c)3 non-profit organization that connects people to nature, culture, communities, recreation, and our region's unique industrial heritage through a variety of physical locations and developed programs.

The D&L Trail is an adaptive reuse of the historic transportation route connecting the five counties of the Corridor (Bucks, Northampton, Lehigh, Carbon & Luzerne) and when complete will span 165+ miles between Wilkes-Barre and Bristol, PA, connecting dozens of towns and cities in between, including White Haven, Jim Thorpe, Weissport, Slatington, Allentown, Bethlehem, Easton, New Hope, Yardley, Morrisville and more. DLNHC does not own any portions of the D&L Trail, but strives to help local landowners, including local governments, state agencies and nonprofits, build and maintain the D&L Trail along the historic transportation routes and various spur trails. We are the entity tasked with promoting the full trail and we developed and sell the D&L Trail Guidebook. The D&L Trail serves as a “spine” trail for three regional trail networks: [The Circuit](#) covering the greater Philadelphia region, [THE LINK](#) covering the Lehigh Valley, and NEPA Trail Forum covering Northeastern Pennsylvania.

Since a 2017 merger with Hugh Moore Historical Parks and Museums, DLNHC owns the Josiah White II canal boat and Emrick Technology Center located within Hugh Moore Park in Easton, Pennsylvania. The Center houses the DLNHC offices, historical archives, and the National Canal Museum. The National Canal Museum is an educational resource to the region and provides a key location for educational and interpretive programmatic experiences for schools, groups, and visitors. The archive documents the nationally significant industrial and agricultural history of the Corridor and provides research opportunities to the public.

A DLNHC Strategic Plan ideally should support and acknowledge that trails, the museum, and the archives provide significant benefits and educational opportunities to residents and visitors of the Corridor. The plan should acknowledge the breadth of our mission, four pillars, and programming across the recreation, industrial heritage, conservation and education spheres.

The previous organizational management action plan update was completed in 2013, prior to the merger, and the organization is now at a point where a new plan needs to be developed to help us successfully navigate the coming years while incorporating all four pillars of our mission. DLNHC is committed to completing the 165+ miles of trail; 141 miles of the primary route are finished and open currently. DLNHC realizes its unique position in supporting the communities along the trail and has a Trail

Town component that is also developing a strategic plan in 2026. The National Canal Museum seeks to implement new exhibits and updates, driven by ongoing inventory of the DLNHC archives as well as the necessity to connect with the Corridor's evolving communities. The National Canal Museum has a strategic plan from 2020 to 2025. These plans should all support this new organizational Strategic Plan to guide the future of the organization in a sustainable, methodical direction. These plans will be made available to the consultant upon award of the contract.

This project is financed in part with funding from the National Park Service's National Heritage Areas Program, and a grant from the Community Conservation Partnerships Program, the Heritage Areas Program Fund, under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation. As such, all DCNR grant terms and conditions also apply to this contract.

PRE-WORK AND MATERIALS AVAILABLE:

There has been a staff engagement process and staff SWOT analysis completed recently in preparation for the organizational strategic plan. There will be SWOT analysis from board members also available. The findings documents will be provided to the awarded consultant. Some of the goals from the staff engagement process are listed here.

Short Term Goals:

- Increase paid programming
- Grow capacity
- Grow brand awareness
- Increase museum visitation
- Increase community engagement
- Develop comprehensive capital campaign

Long Term Goals:

- Connect 165 miles of D&L Trail
- Canal boat, what is its future?
- Optimize/stabilize facilities
- Diversify funding streams
- Transition focus from trail building to stewardship and historic preservation
- Publicize impact of organization
- Develop a museum that is decentralized/mobile

Materials Available:

Data:

The organization tracks multiple internal data points for reporting to the National Park Service and other funders. DLNHC compiles data on museum visitors, educational programming attendance,

volunteer engagement, trail usage, event attendance, grants received and leveraged, sub-grants awarded, and various other information available to the contracted consultant.

Previous Organization Plans:

The Corridor was designated in 1988 as a Federal Commission under the US Department of Interior and required to have a federally approved Management Action Plan (MAP). The first Corridor-wide plan was published in 1992 and is available [here](#). In 2006, a Sustainability Study Report was released as an assessment of DLNHC progress on major initiatives set forth in the 1992 MAP and is available [here](#). In 2013, the Management Action Plan Update was the most recently released organization-wide plan, which is available [here](#) and frequently still referenced today, even though it does not reflect the momentous 2017 merger with the Hugh Moore Historical Park and Museum, currently the nonprofit National Canal Museum. All of these referenced plans are available to the public on our website.

Individual Program Strategic Plans:

With multiple “signature programs”, DLNHC has programmatic strategic plans in various stages of development that should be considered when developing the organization-wide strategic plan. The National Canal Museum has a 2020-2025 Strategic Plan developed and under implementation despite pandemic-related challenges. Our D&L Trail Towns program and Lehigh Valley Greenways Conservation Landscape Partnership will be issuing RFPs for programmatic strategic plans shortly. Any additional past plans will be made available.

D&L Trail Development Timeline:

There is a Gantt chart developed that outlines the goal timeline for the connection of the D&L Trail from Wilkes-Barre to Bristol by 2035, with continued opportunities for spur trails and loops off the main spine trail. A map of the D&L Trail projects and project status as well as the Gantt chart will be provided following award of the contract to the chosen consultant.

PROJECT OVERVIEW & GOALS “PROJECT SCOPE”:

DLNHC is soliciting proposals from interested organizations to provide professional services to guide and execute an equitable strategic planning process to develop a long-range strategic plan to guide the DLNHC over the next 7 years. The selected project consultant will work closely with the staff and board along with partners of DLNHC and community members throughout the Corridor.

ANTICIPATED PROJECT TASKS INCLUDE:

Steering Committee Engagement:

There shall be a steering committee to be engaged by the consultant comprised of board members, organizational partners, and staff.

Staff and Board Engagement:

This shall be directed by the consultant. Meetings, surveys, interviews, etc. The chosen consultant shall meet the whole board near the beginning of the planning process.

Key Person interviews:

There shall be about 10 key partner interviews. The list of people to be interviewed will be provided by the steering committee. These may be in-person or remote.

Public Partner meeting/s:

The constituent communities, counties, and other partners impacted by DLNHC work shall be engaged by the consultant through chosen methods. DLNHC representatives will assist with the engagement. These constituents might include D&L Trail Ownership Council, Lehigh Valley Greenways partners, D&L Trail Town representatives, museum visitors, trail users, and local historians.

Regular Update Meetings:

Bi-weekly virtual meetings shall be held with key members of DLNHC and the consultant.

Report:

The report shall layout a short term (three years) and a long term (seven years) plan with goals and tasks clearly described. It will have documentation of all interviews and meetings and shall have an executive summary. There shall be a draft of the plan submitted digitally to DLNHC prior to review by plan funders: PA Department of Conservation and Natural Resources and National Park Service. There shall be three printed copies and one digital copy of the final plan submitted to DLNHC. The final plan must be in editable software and in PDF.

THE REPORT WILL INCLUDE:

Vision:

Where will the Strategic Plan take the organization? How will it be relative to other organizations and communities?

Goals (short and long term):

Short term (three years) and long term (seven years) goals defined overall for the organization, keeping in mind that each department, staff position, board committee and board member will find relevancy in different goals related to their realm.

For each Goal, include:

- Description of the goal, need/reason for it.
- Priority of the goal
- Implementation
- Resources (people, cost)
- Timeframe - Short term, Long term, and the proposed year to implement

Implementation Plan:

A plan documenting the tasks needed to achieve the goals of the plan.

Organizational Plan:

Will the Strategic Plan create any modifications to the structure of the organization?

Budget:

A vision of the yearly costs associated with the outcome of the plan.

Funding Profile:

Honing in on the budget, a section on the different funds available for the components of the plan.

Schedule:

The plan will define milestones, meeting schedules, and other components necessary for the completion of the plan goals over the next seven years.

PROPOSAL SUBMISSION AND REVIEW PROCESS:

SCHEDULE:

This is a fast-moving project that needs to be accomplished by March 1, 2026.

The proposed schedule for proposal processing, selection, negotiation and contract initiation is as follows:

Request for Proposals Notice 7-29-25

Cutoff for written questions 8-15-25 at 4:00pm EST (submitted to admin@delawareandlehigh.org.)

Cutoff for written answers 8-22-25 at 4:00pm EST (posted to [Request for Proposals \(RFP\): Strategic Plan Consultant - D&L - Delaware & Lehigh](#))

Proposals Due 9-2-25 at 4:00pm EST

Proposals Opened 9-4-25

"Intent to Award" 9-12-25

Contract Start Date 9-26-25

ESTIMATED BUDGET:

This project is funded through grants by the PA Department of Conservation and Natural Resources (DCNR) and the National Park Service (NPS) and will need to follow requirements for review and funding acknowledgement. All proposals will be evaluated based on their ability to meet the available budget of DLNHC. The overall budget for the strategic plan process is \$50,000.

SUBMITTAL REQUIREMENTS:

Respondents to this Request for Proposal should prepare their responses in the following format. Each section should be ordered and numbered to correspond to the number of each section listed below. Note that each submittal should be no more than 20 pages in length, excluding appendices.

The proposal shall include:

1. Ability to meet the RFP Requirements

- a. Include a Cover Page that has the project name, consultant's name, project manager's name, address, phone number, email address and the proposal date.
- b. Table of Contents
- c. Transmittal Letter including the company name, a summary describing the responding firm's ability to perform the requested work, and a brief history of the consultant's background and expertise. The letter should be signed by an authorized individual and include contact information for the project manager.

2. Firm's Experience

- a. Describe your firm's history and organizational structure. Include the size of your firm, location of offices, number of years in business providing similar consulting services and an organizational chart.
- b. Describe your firm's knowledge of National and State Heritage Areas and experience with heritage and museum institutions, economic revitalization, and environmental conservation organizations.
- c. Identify which office(s) of your organization will have primary responsibility for managing the project.
- d. Include qualifications of all consulting staff who will be assisting with the project such as education, positions held, years and type of experience. Describe the staff experience dealing with public-private partnerships and funding streams for organizations similar to DNLHC – nonprofit-trail-park-museum organizations.
- e. Please list your firm's most comparable completed contracts undertaken in the last five (5) years.
- f. Ensure your proposal defines how your firm meets the general consultant qualifications set forth by PA DCNR in Appendix 3 attached.

3. Project Plan

- a. Outline your project plan and demonstrate a clear understanding of the work to be performed.
- b. Provide specific activities to be conducted at each stage and include sample stakeholder engagement strategies, sample timeline for the activity at each stage, your specific approach for making this an inclusive and equitable participatory process, a list of milestones and deliverables tied to the activities and a proposed payment schedule tied to project milestones and deliverables.
- c. Include a detailed project schedule with personnel assigned to tasks.
- d. Identify constraints and opportunities of the project.

4. Project Cost:

- a. Include a detailed cost proposal that includes all project tasks, staff hours per task, and cost.
- b. Staff hours must be broken down by task as well as anticipated out-of-pocket expenses.
- c. Include a rate sheet for staff.
- d. This shall be a fixed fee contract. This must be clearly stated in your proposal.

5. References

- a. Please list three (3) references related to this experience.
- b. Describe your experience with Delaware & Lehigh National Heritage Corridor and/or similar National Heritage Areas, museums and large trail networks.
- c. Identify and provide results of any legal proceedings filed against your firm or against you individually for any project in which your firm provided consulting services within the last ten (10) years.

SUBMISSION OF PROPOSALS:

Respondents shall submit one (1) digital copy by emailing us at admin@delawareandlehigh.org. Alternatively, you can submit on our website at [Request for Proposals \(RFP\): Strategic Plan Consultant - D&L - Delaware & Lehigh](#). All questions and inquiries should be directed to this email address. To be considered, proposals must be received electronically by 9-2-25.

EVALUATION AND AWARD CRITERIA:

DLNHC reserves the right to reject any or all proposals. Based on responses and qualifications, several consultants may be invited to be interviewed and make a formal presentation. Those consultants will be given at least one week to prepare for the presentation. DLNHC has set forth a cumulative set of evaluation factors that allow us to identify the best firm that meets our full set of needs.

Proposals will be evaluated with the following criteria:

- Ability to Meet RFP Requirements and develop a comprehensive plan
- Background and demonstrated experience of the firm and individuals serving as consultant for plan development.
- Project Plan - How well the firm/consultant understands the nature of the work and the approach proposed to provide the services required to best serve DLNHC and its Delaware & Lehigh National Heritage Corridor Strategic Plan.
- The quality of the proposal and work plan.
- References
- Budget

CONTRACT AND PAYMENT TERMS:

Delaware & Lehigh National Heritage Corridor, Inc. anticipates the award of a contract on or before 9-12-25. The award of this contract is subject to the approval of the review team and DLNHC Board, without provision for increases.

The contract term shall commence upon full execution. This contract will be partially funded through the National Park Service and PA Department of Conservation and Natural Resources. Funding sources must be properly recognized in the final product and any public project promotion.

The strategic plan shall be written, reviewed, edited and final versions delivered to DLNHC by 3-1-26 for final payment, per grant funding timelines.

TERMINATION OF CONTRACT:

DLNHC reserves the right to terminate the contract at any time, with 30 days prior written notice. Contract termination may be initiated by DLNHC:

- For convenience, or
- If not satisfied with the quality of service provided, or
- If the Provider fails to fulfill any of the conditions of these "Specifications".
- In the event of termination for cause or convenience, the consultant shall only be entitled to payment for services performed. No payment will be made for either unperformed services or profit. Consultant shall fully cooperate and provide transition or closeout services to the extent required by DLNHC for compensation per the hourly billing rate schedule included in consultant's proposal.

CONDITIONS OF PROPOSALS:

All costs incurred in the preparation of a response to this RFP are the responsibility of the bidder and will not be reimbursed by DLNHC. Narrative description of project proposal should not exceed eight pages.

All proposals received by the Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79 deadline will undergo a preliminary screening. Late or incomplete applications may not be accepted for review and rating. Any proposal may be disqualified if it deviates from the submission instructions in the RFP.

CONFIDENTIALITY:

If the bidder deems any material submitted to be proprietary or confidential, the bidder must indicate this in the relevant sections of the response.

OWNERSHIP & CONFIDENTIALITY:

All intellectual property created during the project will become the property of DLNHC receiving services. All data remains the sole property of DLNHC. The consultant shall agree to keep information related to this process in strict confidence, including, but not limited to, the terms of the contract and any confidential business information or proprietary information that has been gathered on this project.

RESERVES THE RIGHT:

DLNHC reserves the right to request or negotiate changes in a proposal, to accept all or part of a proposal, or to reject any or all proposals. DLNHC may, at its sole and absolute discretion, select no provider for these services if, in its determination, no applicant is sufficiently responsive to the need. DLNHC reserves the right to withdraw this Request for Proposal (RFP) and/or any item within the RFP at any time without notice. DLNHC reserves the right to disqualify any proposal which does not adhere to the RFP guidelines. This RFP is being offered at the discretion of DLNHC. It does not commit DLNHC to award any grant.

APPENDICES

Appendix 1: Sample PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), effective as of **INSERT DATE** ("Effective Date"), is entered into by and between Delaware & Lehigh National Heritage Corridor, Inc., having its principal place of business at 2750 Hugh Moore Park Road, Easton, PA 18042 ("DLNHC") and the selected contractor, having its principal place of business at _____, ("Consultant"). In mutual consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Services

1.1 Scope of Services. Subject to the terms and conditions of this Agreement, Consultant will comply with the obligations and perform those services ("Services") set forth in this document. ("Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79").

1.2 Change Orders. Any changes to the scope of the Services must be agreed to and made in writing and signed by both parties ("Change Order") or in the Change Order. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.

2. Consultant Duties and Responsibilities Services may only be started upon the issuance of a Work Order issued by DLNHC and accepted by the Consultant which refers to this Agreement and describes the specific tasks, task target dates and estimated task cost for a needed Service. As the Services are rendered the Consultant will make available in a timely manner for DLNHC's use, all technical data, files, documentation, test data, sample output, or other information, resources, and personnel required by DLNHC as set forth in the Work Order for the performance of the Services. Consultant will be responsible for and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Consultant, files, documentation, test data, sample output, or other information, resources, and personnel supplied to DLNHC.

3. Target Dates and Delays:

DLNHC acknowledges that meeting the Target Dates is contingent upon timely completion of activities as contemplated by both parties under this Agreement including, without limitation, those activities designated Article 2 above and/or in the applicable Service Specs document. Consultant will immediately advise DLNHC in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Consultant's failure or inability to perform an agreed upon obligation. The Target Dates will be equitably adjusted by the parties in writing in the event of: (a) any delay due to request for changes (whether pursuant to a Change Order or otherwise); (b) any delay due to a DLNHC or third party's act, failure to act or delay in performing any obligation.

4. Fees and Payment:

DLNHC will pay Consultant all fees agreed upon per work order at the rates set forth in Project Costs. Consultant shall request approval from DLNHC to use any rates that differ from those identified in Project Costs.

5. Term and Termination:

Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79.

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue for the term of four (4) months or at the time of project completion which shall be fulfilled when the DLNHC Board of Directors approves a resolution to adopt the Strategic Plan.

5.2 Termination for Convenience. Either party may terminate this Agreement upon sixty (60) calendar days' written notice. Unless otherwise agreed by the parties, termination pursuant to this Section 5.2 will not relieve Consultant of its obligations under any open Work Order, which obligations will continue to be governed by this Agreement. Termination pursuant to this Section 5.2 will not relieve DLNHC of its obligation to pay for any Services or expenses performed pursuant to any Service Specs.

5.3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

5.4 Survival. Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive.

6. Americans With Disabilities Act: During the term of this Agreement, the Consultant agrees:

6.1 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 this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, 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 DLNHC through Agreements with outside Consultants.

6.2 The Consultant shall be responsible for and agrees to indemnify and hold harmless the DLNHC from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DLNHC as a result of the Consultant's failure to comply with the provisions of paragraph

6.3. Non-Discrimination and Sexual Harassment: DLNHC is the recipient of grant funding from the PA Department of Conservation & Natural Resources (DCNR) which will support a majority of the work conducted by the Consultant. As such, the Contractor is bound by all the provisions of the attached (DCNR) Nondiscrimination/Sexual Harassment Clause (Attachment A) as an agent of the Grantee (DLNHC) and must be included, in its entirety, in all contracts and subcontracts. In addition, the contractor will adhere to provisions of Publication 408 Designated Special Provision (DSP) 10.

7. Contract Terms

7.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Consultant, each subcontractor, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform

the work to which this Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79 employment relates.

7.2 Neither the Consultant nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

7.3 The Consultant and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

7.4 The Consultant and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

7.5 The Consultant and each subcontractor shall, within the time periods requested by DLNHC, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after awarding any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form.

7.6 Nondiscrimination/Sexual Harassment Clause: Delaware and Lehigh National Heritage Corridor (DLNHC), known as "Grantee" in this clause, abides by the non-discrimination Attachment A presented below. Any consultants hired by DLNHC shall agree to abide by the terms of this Attachment. The Consultant shall include the provisions of Attachment A: Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

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

8. Equal Employment Opportunity The provisions of Title VII of the Civil Rights Act of 1964 regarding equal employment opportunity, and any amendments, are incorporated by reference, and the Consultant agrees to comply with them as well as all other rules and regulations promulgated pursuant to the Act.

9. Miscellaneous

9.1 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79 on behalf of the other.

9.2 Non-Solicitation. Both parties acknowledge and agrees that the employees who perform the Services are a valuable asset to both parties and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall not solicit, whether directly or indirectly, the employment of any employees of the other party without that party's prior written consent.

9.3 Subcontractors. Consultant may, use third party contractors to fulfill its obligations under this Agreement, but only upon written approval of DLNHC.

9.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered (a) in person, (b) by first class registered mail, air mail, or email, as appropriate, posted and fully prepaid to the appropriate address set forth in the preamble to this Agreement, or (c) via facsimile. Notices will be considered to have been given at the time of actual delivery in person, four (4) business days after deposit in the mail as set forth above, or upon receipt of facsimile confirmation. Either party may change its address for notice by notice to the other party given in accordance with this Section.

9.5 Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Pennsylvania, United States, without regard to conflict of laws principles. This Request for Proposal is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Northampton County, Pennsylvania.

9.6 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, consolidation or otherwise, without the prior written consent of the other party.

9.7 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.8 Severability. If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

9.9 Construction. If there is a conflict between any term in the body of this Agreement and any term of the applicable Service Specs, or any term of a Work Order, the term in the body Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #BRC-SR-28.6-79 of this Agreement will

prevail with respect to such conflict. This Agreement and any instrument referred to herein or executed and delivered in connection herewith, will not be construed against any party as the principal draftsperson hereof or thereof. The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either party herein does not by itself waive such party's right to exercise its other rights and remedies available at law or in equity.

9.10 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire and explosions.

9.11 Entire Agreement. This Agreement (including the Exhibits and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any Work Order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. This Agreement may not be amended, except by a writing signed by both parties.

9.12 Execution. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

Print Name & Title:

Date:

Signature:

CONTRACTOR

Print Name & Title:

Date:

Signature:

Appendix 2: Attachment A to Sample PROFESSIONAL SERVICES AGREEMENT

Attachment A: Nondiscrimination/Sexual Harassment Clause (DCNR 2024 version)

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

Appendix 3: PA DCNR Grant Funded Consultant Qualifications

CONSULTANT QUALIFICATIONS

Planning Projects

The following information is provided to help the grantee select a qualified consultant or consultant team to complete any planning project funded by a grant from the DCNR Community Conservation Partnerships Program. Selection of a qualified consultant will substantially increase the likelihood that the completed project will be comprehensive, accurate, and of the highest quality.

General Consultant Qualifications Regardless of the planning project type, the lead consultant or consultant team must have documented experience in the following:

- A. Leadership and successful completion of planning studies of the project type funded by the grant.

B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.

C. Development of planning documents and design for public park and recreation facilities/areas.

D. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.

E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.