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## **RFQ UPDATE 01/30/2026**

This RFQ was amended on January 30, 2026 per Addendum 01 for **Section 10.3 Professional Liability Insurance - 10.3.1 Limit of Liability, Section 10.4 General Liability Insurance - 10.4.1 Limits of Liability, and Section 25.0 Evaluation & Award Criteria**. These updates are shown in red within this document.

## **INTRODUCTION**

Delaware and Lehigh National Heritage Corridor, Inc. (DLNHC) is soliciting qualifications for unspecified D&L TRAIL CONSULTING SERVICES, on an "as needed basis", in accordance with this Request for Qualifications (RFQ).

DLNHC is a nonprofit organization preserving the historic pathways that carried coal and other goods from Wilkes-Barre to Bristol to fuel America's Industrial Revolution. The National and State Heritage Area covers a 5-County Corridor, including Bucks, Northampton, Lehigh, Carbon, and Luzerne counties. Our mission is to connect the public to enduring industrial heritage through education, health and wellness through recreation, economic development within communities, and to nature and the environment. One of our primary programs is the D&L Trail, a multi-use trail spanning 165+ miles when complete from the mountains of northeast Pennsylvania through Bucks County.

DLNHC does not own any land along the Corridor, but strives to help approximately 30 landowners including municipalities, state agencies, and nonprofits build and maintain the trail along the historic transportation routes and various spur trails. We do own and manage the National Canal Museum located at Hugh Moore Park in Easton, Pennsylvania.

DLNHC Executive Director

BY: Antone Pierucci

# **SPECIFICATIONS**

## **1.0 Purpose**

Delaware and Lehigh National Heritage Corridor, Inc. (DLNHC) is soliciting qualifications for unspecified D&L TRAIL CONSULTING SERVICES, on an annual basis. DLNHC desires to have a short list of consultants available, to support projects on an "as needed" basis, with engineering and planning services to meet routine and emergency design and project oversight needs, on a non-exclusive basis.

Qualifications shall be submitted electronically via DLNHC website. All plans, specifications, and project details are available at no cost on <https://delawareandlehigh.org/rfq-dl-trail-consulting-services/>.

DLNHC will consider all information in the Professional Services Proposal submitted by the professionals and does hereby reserve the right to choose the consultants which, in its judgment is best suited for the intended purposes. DLNHC reserves the right to waive all informalities in selecting the short list of consultants which in its sole discretion considers to be in the best interests of DLNHC.

## **2.0 Schedule of Events**

**2.1** The proposed schedule for qualification processing and selection is as follows:

2.1.1	Issue Notice for Request for Qualifications	January 12, 2026
2.1.2	Cutoff for Written Questions	January 23, 2026, 4:00 P.M
2.1.3	Cutoff for Written Answers	January 30, 2026, 4:00 P.M
2.1.4	Qualifications Due	February 6, 2026, 4:00 P.M
2.1.5	Qualifications Opened	February 9, 2026
2.1.6	Issue "Intent to Award"	February 23, 2026

## **3.0 Scope of Work**

**3.1** The potential work may include, but is not limited to:

- 3.1.1 Provide: (a) consultation and advice related to civil engineering, ownership analysis and title research related to acquisition, surveying, and park and recreation planning, (b) designs and specifications for canal, towpath, rails to trails, trail public road and railroad crossings, trail signage, accessibility improvements, trail head improvements and trail side amenities, (c) construction oversight and inspection, (d) preparation of permit applications and project specifications, e) consultation and advice related to civil engineering for Museum Facilities. All services shall be provided in compliance with grant restrictions and requirements as well as all applicable state and federal regulations.
- 3.1.2 Provide project management including identifying and planning for project phases and required actions to achieve project goals, coordinating with partners and the public on behalf of DLNHC, support to local partners to progress project phases, and provide updates to DLNHC staff and grant agencies.

- 3.1.3 The services required may be for facilities owned by DLNHC or may be for facilities that are owned by municipalities, authorities, private property owners or other non-profit organizations.
- 3.1.4 Identify problems with and design repairs for DLNHC facilities or canal, towpath, trail and/or recreations facilities owned by others upon direction from DLNHC. Designs and repairs shall be consistent with the Secretary of the Interiors Standards for Historic Preservation where necessary and appropriate, PA Department of Transportation Specification standards when necessary, and the Americans with Disabilities Act.
- 3.1.5 Prepare local, state and federal grant applications at the request of DLNHC for various phases of trail development ranging from supplemental documents, application narratives, and grant related meetings.
- 3.1.6 Prepare Trail Study reports to identify preferred trail alignments including: evaluate land ownership along alignments, analyze deeds and prepare title matrix documentation, prepare concept plans and renderings, identify implementation matrix outlining a path to trail development, identify funding opportunities and prepare cost estimates for engineering and construction.
- 3.1.7 Prepare complete bid packages, including general specifications, drawings and final contract documents, suitable for public bidding and for bidding with state agencies including without limitation the Pennsylvania Department of Transportation.
- 3.1.8 Assist in identifying and contacting potential bidders.
- 3.1.9 Produce, reproduce and distribute bid documents.
- 3.1.10 Attend pre-bid meetings.
- 3.1.11 Review bidder qualifications and bids.
- 3.1.12 Make recommendations for award of contract.
- 3.1.13 Oversee ongoing projects by:
  - 3.1.13.1 Reviewing shop drawings and submittals;
  - 3.1.13.2 Conducting construction job meetings, including taking and distribution of minutes, or making periodic site visits;
  - 3.1.13.3 Coordinating the processing of changes and/or variations during the execution of the project;
  - 3.1.13.4 Reviewing and certifying estimates or payment requests by contractors for submittal to DLNHC and partners; and
  - 3.1.13.5 Providing an on-site presence sufficient to verify compliance with contract documents including specifications and schedules, as required by DLNHC.
- 3.1.14 Provide a full set of "as built plans", to DLNHC, upon project completion.
- 3.1.15 Insure all legally required permits, licenses and authorizations are addressed or obtained by DLNHC, contractors or appropriate parties.  
Assist with project closeout, including final inspection, punch list completion and safety determinations and provide recommendations related to project completion and release of contractor obligations.

## **4.0 Conforming Work**

- 4.1** All work performed or managed must be of the highest quality and shall conform to all industry and professional standards, safety guidelines and design conditions as may be imposed by regulatory organizations, including governmental agencies and municipalities.

## **5.0 Performance Standards**

- 5.1** All services to be performed under an ensuing contract shall be performed in the most cost effective manner while achieving the objectives of DLNHC.

## **6.0 Non-Exclusive Agreement**

- 6.1** The purpose of this solicitation is to provide for routine and emergency availability of the described professional services as detailed in section 3.0 Scope of Work. Nothing contained herein or in subsequent documents shall in any way inhibit or restrict DLNHC from offering similar work to other firms, on a project by project basis.

## **7.0 Term of "As-Needed" Period**

- 7.1** The "As-Needed" period shall be for **three (3) years commencing March 2026** , without provision for increases in hourly or other rates of compensation.

## **8.0 Qualifications & Experience**

- 8.1** Proposer must be an established civil engineering or other consulting firm having conducted business as such for at least the last three (3) years and functioning in a location with reasonable geographic accessibility to all areas of the 5-County Corridor.

- 8.2** Proposer must satisfy one or more of the desired professional service qualifications including trail planning, surveying, engineering and title research services within the scope of its existing organization.

- 8.3** Proposer must demonstrate:

8.3.1 The experience of the organization in performing work and providing services of the nature and scope required by this RFQ, through narrative description of appropriate projects.

8.3.2 The firm's ability and history of completing similar projects on time and on budget.

8.3.3 The stability and continuity of both staff and management in your organization.

- 8.4** Proposer must identify key employees that would be assigned to DLNHC projects, noting their qualifications and experience in appropriate disciplines and activities and through narrative, demonstrate the continuity of both staff and management within the organization.

DLNHC is requiring key employees experienced with historic preservation, LEED certification, stormwater BMP's and MS4 requirements, ADA Standards, PennDOT Specifications, state and federal grants, and planning in diverse communities with barriers to equitable trail access.

- 8.5** Proposer must submit a minimum of three (3) references, including contact person and telephone number, for work similar to that described in this RFQ that has been performed within the past three (3) years.

## **9.0 Compensation**

- 9.1** An hourly billing rate schedule (with minimum billing units), to be billed in quarter (0.25) hour intervals, for the various professional disciplines must be provided with the proposal.

- 9.2** All costs incurred by proposer in preparing or submitting responses to this RFQ are the proposer's

sole responsibility. DLNHC will not reimburse the proposer for any such costs post award.

**93** DLNHC reserves the right to audit any/all project expenses.

## **10.0 Insurance**

**10.1** Please be advised that requests to change any of the following insurance requirements must be made in accordance with the question and answer procedures outlined in **Section 24.0**. Requests for changes made outside of these procedures or after a contract is awarded will be denied.

**10.2** The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the resulting agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain all other insurance coverage as may be required by law.

**10.3** Professional Liability Insurance:

**10.3.1** Limits of Liability: \$1,000,000 by claim and **\$2,000,000 in the aggregate.**

**10.3.2** Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" if a one (1) or two (2) year period of exposure exists.

**10.4** General Liability Insurance:

**10.4.1** Limits of Liability: \$1,000,000 per occurrence and **\$2,000,000 in the aggregate.**

**10.4.2** Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

**10.5** Workers' Compensation and Employers' Liability Insurance:

**10.5.1** Limits of Liability: Statutory Limits.

**10.5.2** Other States' coverage and Pennsylvania endorsement.

**10.6** Automobile Liability:

**10.6.1** Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

**10.6.2** Coverage: Owned, non-owned and hired vehicles.

**10.6.3** The selected firm shall ensure that all staff operating said vehicles are licensed drivers and properly insured.

**10.7** Umbrella Excess Liability:

**10.7.1** Limit of Liability: \$2,000,000 per occurrence and in the aggregate.

**10.7.2** Coverage: Shall be over auto liability, general liability, and professional liability.

**10.8** All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. DLNHC requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to DLNHC least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing

renewed coverage of a new policy must be presented to DLNHC no later than 30 days after the effective date of the policy.

**10.9** With the exception of professional liability and workers compensation insurance, each policy and Certificate of Insurance shall contain: an endorsement naming Delaware and Lehigh National Heritage Corridor, Inc., and its agents, servants, employees, Boards (and the individual members thereof), volunteers, and officers as Additional Insureds thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the Delaware and Lehigh National Heritage Corridor, Inc. in the event coverage is canceled or non-renewed or coverage reduced. The additional insurance provided hereunder shall be primary over and non-contributory with respect to all other policies of insurance maintained by the Additional Insureds.

**10.10** If the selected firm desires to self-insure any or all of the coverages listed in this section, it shall provide to DLNHC documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

**10.11** If the selected firm fails to obtain or maintain the required insurance, DLNHC shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

**10.12** The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the resulting agreement.

## **11.0 Hold Harmless Clause**

**11.1** Proposer shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Proposer. The Proposer shall indemnify, defend, and hold harmless the Delaware and Lehigh National Heritage Corridor, Inc., and all of its agents, servants, employees, Boards (and the individual members thereof), volunteers, and officers for or on account of any damages, loss or injury including the cost of litigation and reasonable attorney and consulting fees which in whole or in part arise out of or relate to the work or actions of the Proposer and/or the performance of the contract

## **12.0 Exclusive Jurisdiction**

**12.1** The proposer agrees that any dispute, controversy or claim arising under or in connection with the resulting Contract or its performance by either party shall be decided exclusively by and in the Court of Common Pleas of Northampton County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the Northampton County Court sitting in Easton, Pennsylvania, and agrees that service of process may be completed and shall be effective and binding upon the party served if mailed by certified mail, return receipt requested, postage prepaid and properly addressed to the party as set forth elsewhere in the resulting Agreement. Each party waives any objection to the personal jurisdiction of such court and agrees that it shall be barred from asserting any such objection, as long as any process is served in accordance with the foregoing.

## **13.0 Federal Excise and PA Sales Tax**

**13.1** DLNHC is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a 501(c)3 non-profit charitable organization. Net prices as shown in the proposal shall exclude such Federal and State Tax amounts.

**13.2** This provision shall not apply to construction, repair and/or maintenance contracts where the firm purchases supplies, materials and/or equipment for the performance of the contract and includes the costs thereof in computation of the proposal.

## **14.0 Contract**

- 14.1** The selected firms will be given the opportunity to submit proposals for specific DLNHC projects. The firm selected for each project will be expected to execute a DLNHC Standard Professional Service Agreement (PSA), as may be amended from time to time. Upon approval the proposer will then be known as the "Provider" or "Contractor".

## **15.0 Availability of Appropriated Funds**

Proposer hereto agrees that any and all payments due from DLNHC, as required under the terms of the future individual PSAs, are contingent upon the availability of DLNHC Funds or applicable project funding sources.

## **16.0 Tax Delinquency**

- 16.1** Proposer hereby certifies, as a condition precedent to the execution of the future PSAs, and as an inducement for DLNHC to execute same, that it is not "delinquent" on any taxes owed to the Commonwealth of Pennsylvania (PA), the United States of America (USA), or the local County or Municipality. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes due and payable.
- 16.2** Proposer further Agrees, as a specific condition of this PSA, that it shall remain current on all of the taxes it owes to PA and/or USA. Should Provider become delinquent on any taxes it owes to the PA and/or USA during the term of this PSA, Provider may be deemed to be in breach of this PSA by DLNHC and, in addition to any other remedies at law for such breach, Proposer hereby specifically agrees and authorizes DLNHC to apply all funds when due to Proposer directly to the taxes owed to the PA and/or USA until said taxes are paid in full.

## **17.0 Undue Influence**

- 17.1** Proposer agrees not to hire any DLNHC Personnel who may exercise or has exercised discretion in the awarding, administration or continuance of the future projects for up to and including one (1) year following the termination of the employee from DLNHC service. Failure to abide by this provision shall constitute a breach of this agreement.

## **18.0 Factors For Award**

- 18.1** DLNHC will evaluate each written proposal and determine whether interviews are necessary, and it will then, based on the content of the written proposal and any interview, select the firms which in the sole opinion of DLNHC are best qualified to perform the Section 3 Scope of Work.
- 18.2** DLNHC reserves the right to reject any and all proposals and waive all informalities in selecting in its sole discretion a list of qualified consultants in the best interests of DLNHC.
- 18.3** Any firm who has demonstrated poor performance during either a current or previous agreement with DLNHC may be considered unqualified, and its proposal may be rejected. DLNHC reserves the right to exercise this option as is deemed proper and/or necessary in its sole discretion.
- 18.4** Employment category rate schedules and administrative function fees may be considered as factors in determining the award. All other factors will be equally considered.
- 18.5** DLNHC will issue an "Intent to Award" letter to the selected firms.

## **19.0 Federal Exclusion Lists**

- 19.1** DLNHC will not select any firm who is listed on the Office of the Inspector General's List of Excluded Individuals and Entities (LEIE), the federal Systems for Award Management (SAM) (formerly the federal General Services Administration Excluded Parties List). Every Proposer shall report whether or not they are on this list in their bid documents.

## **20.0 Form of Proposal**

The submission must contain the following:

**20.1** One (1) document (PDF preferred) entitled "**Cover Letter**" which shall be signed by an official who has the legal authority to bind the company to the terms of the proposal for a minimum of 90 days. The cover letter must:

20.1.1 Be on official letterhead.

20.1.2 Include the name and title of the Chief Executive Officer or other individual authorized to legally bind the company.

20.1.3 Include the identification of a primary contact and that person's title, address, phone number, and email address.

**20.2** One (1) document (PDF preferred) entitled "**Technical Proposal**". This will be the detailed response, or description of service.

20.2.1 As a minimum, documentation to support the requirements outlined in **Sections 3.0 - Scope of Work through 9.0 - Qualifications and Experience** above shall be included.

20.2.2 Responses must include an hourly rate schedule for all services, including hourly rates for all staff identified in the Technical Proposal.

20.2.3 All supporting documentation should be provided by uploading them with their electronic bid submission.

## **21.0 Care of Data**

**21.1** The selected firm shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction or erasure for a period not less than five (5) years. Any costs or expenses of replacing, or damages resulting from the loss of such data shall be borne by the selected firm when such loss or damage occurred through its negligence.

## **22.0 Exceptions**

**22.1** Any exceptions to terms, conditions, or other requirements in any part of this RFQ must be clearly identified in the response to this RFQ. Otherwise, DLNHC will consider that all items offered are in strict compliance with this RFQ, and the successful proposer will be responsible for compliance.

**22.2** DLNHC shall be the sole judge of which, if any, exceptions are acceptable and such decision will be final.

## **23.0 Public Records Requests**

**23.1** Under Pennsylvania's "Right to Know" law, Act 3 of 2008, 65 P.S. §67.101 et seq., all documents created or received by DLNHC are presumed to be public and available for inspection and duplication.

**23.2** A record in the possession of a party with whom DLNHC contracts to perform a service and which directly relates to a function of DLNHC is not exempt under the Act, and may be a public record.

**23.3** If there is a request for a record submitted to DLNHC by a third party with that party's written and signed statement that the record contains a trade secret or confidential proprietary information, the party has five (5) business days from receiving notice from DLNHC to provide input on the release of the record. The third party shall then be notified whether DLNHC released the record.

**234** All requests for public records must be made in writing to DLNHC during regular business hours. The party requesting copy shall pay \$0.25 per page.

## **24.0 Questions / Clarifications**

**24.0** Any official questions and/or clarifications shall be submitted using the "QUESTIONS" form, on or before 4:00 P.M., January 23, 2026. Questions raised after this cut-off will remain unanswered.

**24.1** Any information offered that is not already specifically included in this RFQ packet is considered unofficial, unless received in the form of a written Addendum. Verbal instructions are not binding on either DLNHC, or offeror.

**24.2** Questions answered outside of the parameters described above are neither valid, nor binding upon DLNHC.

## **25.0 Evaluation & Award Criteria**

**25.0** DLNHC reserves the right to reject any or all proposals. Based on responses and qualifications, several consultants may be invited to be interviewed.

**25.1** DLNHC has set a cumulative set of evaluation factors that allow us to identify the firms that meet our full set of needs. Proposals will be evaluated on the following criteria:

- Firm's overall experience with projects that reflect the work outlined under Section 3. Scope of Work,
- Experience with partner organizations including PennDOT, PHMC and railroads,
- Firms strength in relevant consulting categories outlined in Section 3. Scope of Work (planning, acquisition, engineering, project management, construction oversight, etc.),
- Understanding of DLNHC's role in the Heritage Area/along the D&L Trail and our goals,
- Rates, and
- Overall proposal quality.

- - - END OF SPECIFICATIONS - - -