



City of Easton Historic Preservation Consultant Request for Proposals

July 31, 2018
Version 1.0

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1 Announcement

REQUEST FOR PROPOSALS (RFP)

City of Easton Historic Consultant

The City of Easton, located in Northampton County, Pennsylvania, is accepting proposals for a one-time contract to perform certain professional services for the City involving the revisions and update to the City of Easton Historic District Ordinance and Design Guidelines.

Important Dates:

All proposers should provide any questions regarding the rfp by 4:00 pm on Friday, **August 10th, 2018**. All questions and answers will be sent out via an addendum to the email address provided.

Sealed proposals (**with 5 copies**) must be received by the Easton Planning Bureau no later than **Friday August 17, 2018 at 4:30 p.m.** Proposal package should be addressed to:

ATTN: Tina Roseberry, AICP
City of Easton
Planning Bureau
123 South 3rd Street, 2nd Floor
Easton, PA 18042

ALL PROPOSALS MUST BE SEALED AND CLEARLY MARKED "City of Easton – Historic Preservation Consultant Proposal" (with 5 copies enclosed).

Any contact for additional information should be made to Tina Roseberry at:

troseberry@easton-pa.gov
Ph. (610) 250-6651

NOTE: In this document the term "proposer" shall mean the person or firm making a proposal based on this RFP. The term "proposer" and the term "firm" is used interchangeably. Also, the term "you" or "your" shall refer to the proposer.

2 Background

Easton has the benefit of being a largely intact, architecturally nineteenth-century community, the epitome of a traditional Pennsylvania city, made even more important and impressive as an eastern gateway to the Commonwealth. The preservation of Easton's iconic nature is critical to the maintenance of our sense of place and the integrity of our present and future, both locally, and to the Commonwealth as a whole. In 2005, the city enacted a local historic district ordinance to protect our National Register of Historic Places listings downtown and within a year, petitioned the Commonwealth to expand the district beyond the National Register boundaries. Capitalizing on this, in 2007, Easton became the first municipality in Pennsylvania to adopt a comprehensive system of preservation-based urban codes. All of this speaks to a great depth of resources met with concerted city policy, commensurate in scale, scope and gravity, all targeted at preserving these most important of assets. Currently there are 670± properties in the historic district.

In the ten years following the adoption of Easton's preservation-based urban code, the community has implemented programs, refined management and begun a broader revitalization, spurring over \$400 million in investment in just four-square miles. Our next step is to evolve our preservation-based philosophy into a new comprehensive plan, refining rehabilitation, revitalization and adaptive reuse priorities citywide. Organizations such as the Greater Easton Development Partnership, West Ward Neighborhood, College Hill Neighborhood Association, Easton Main Street Initiative and many others have partnered to promote preservation in our City. And as Easton's policy impetus for the next 20 years, advancing historic resource preservation in the comprehensive plan promotes preservation as a matter of importance in any and all city actions for an entire generation. Over the last 10 years the development community has embraced the City's commitment to protecting historic resources.

The City of Easton seeks a qualified historic preservation consultant that can review current ordinance and guidelines and work with the Historic District Commission and City staff to prepare an update to the Historic District Ordinance as needed and create one Design Guidelines document. Click here: <https://www.easton-pa.com/localhd.html>

2.1 Goals of this Effort

- Review other local city ordinances, trends, challenges and solutions;
- Review current ordinance and design guidelines;
- Draft a brief summary report that provides key recommendations and amendments;
- Provide updated ordinance and design guidelines and present to Historic District Commission; and
- Provide a plan and schedule for public education and adoption.

3 Requirements

3.1 General

- The City reserves the right to reject any or all proposals and to select the proposal that it judges to be in the best interest of the City.
- The contract is subject to the approval of City Council and is effective only upon their approval.
- All proposers are bound by the deadline and location requirements of this RFP as previously stated in the Announcement.
- All proposals shall remain effective subject to City review and approval for a period of one hundred twenty (120) days from the deadline for submitting proposals.
- If only one proposal is received by the City, the City may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the one hundred twenty (120) day period that proposals must remain effective.
- The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high quality plan at the lowest possible cost. All changes should be listed and explained. However, the scope of work proposed, at minimum, must accomplish the goals and work outlined below.

3.2 Scope of Work

We are seeking a historic preservation consultant that can update the City of Easton's Historic District Ordinance and create consolidated Design Guidelines. The Consultant hired must meet the Secretary of the Interior's Professional Qualification Standards for Historic Preservation. The project scope of work includes:

1. The City of Easton requires a consultant to:
 - a. Review the existing historic preservation ordinance and provide recommendations and proposed revisions to address critical policy issues.
 - b. Develop an illustrated design guideline document that will be utilized in the review of Certificate of Appropriateness applications within the locally-designated historic district. The City will provide the consultant with existing design guidelines in a Microsoft Word format document.
2. The consultant shall include a project timeline that enables the City and PA SHPO the opportunity to review and comment on all draft ordinance amendments, guidelines documents, and other work products before presentation to the public or submission for approval by any advisory or governing body.

3. The consultant shall provide information needed for PA SHPO Bimonthly status reports (MSRs) as well as the Final Grant Report describing project accomplishments.

Work Products:

1. Draft and final ordinance revision text
2. Draft and final design guidelines

After sealed proposals have been received, a decision on a final contractor will be made by August 31st, 2018 or sooner. The work described herein shall be completed by the end of May, 2019.

4 Organization and Required Submittals

4.1 Letter of Transmittal

This letter should include:

- a statement indicating your understanding of the work to be performed;
- an affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- the firm's contact person concerning the proposal and a telephone number where that person can be reached; and,
- a clear statement of the firm's, and/or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the City and the nature of this relationship or knowledge.

FAILURE TO CLEARLY STATE AND FULLY DISCLOSE ANY OF THE INFORMATION REQUIRED IN THE LETTER OF TRANSMITTAL SHALL BE GROUNDS FOR THE CITY TO REJECT THE FIRM'S PROPOSALS AND WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF ANY CONTRACT ENTERED INTO BETWEEN THE CITY AND THE FIRM WITHOUT PAYMENT OF WORK COMPLETED.

4.2 Profile of Firm

This should be a brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Additionally, this profile should include:

- * the location of the firm's office that will provide the proposed services;
- * resumes of individual consultants or employees proposed to conduct the work and the specific duties of each consultant or employee relative to the proposed work (no more than 1 page per individual);
- * a brief reference list of other municipalities served by the firm should be provided with telephone numbers and names of contact persons; and,
- * any other information describing the office may be included if it relates to the capabilities and expertise of the firm in doing comparable work.

4.3 Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods you propose to use to complete the work requested by the City. This is important because the methods and procedures proposed will receive primary consideration in evaluating your proposal. Examples of similar work will be helpful and may be included.

4.4 Work Schedule

A project work schedule should be provided which includes time frames for each major work element, target dates for necessary meetings, and dates for completion of draft and final documents.

4.5 Cost

Full cost information should be provided that shows the minimum number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels. The proposed hourly rate for billing shall be included for each person. The hours of work and cost shall be itemized for each major work element of the proposal. An itemized estimate of reimbursable expenses must be included. The total amount of maximum payment must be stated.

The cost shall be based on the hours of work provided and "out-of-pocket expenses" and shall not exceed the maximum cost proposed unless an amendment to the contract is negotiated and approved by the proper authority of the City.

Your method of billing must be indicated. The preferred practice of the City is to pay for this type of consulting service upon completion of the work and receipt of the required report; however, the City will consider paying on a periodic basis as substantial portions of the work are performed, but not more than one time per month.

4.6 Other Submittals

Additionally, the appendices to this RFP shall be fully executed and returned with the proposal as follows:

- Nondiscrimination Certification (For proposing firm)
- Non-Collusion Affidavit

5 Evaluation Criteria

All proposals will be evaluated based on the technical and professional expertise and the experience of the firm, the proposed method and the procedures for completion of the work, and the cost of the proposal. The apparent ability of the firm to be independent and objective in performing the requested work will also be considered.

5.1 Technical Expertise and Experience

The technical expertise and experience of the firm will be determined by the following factors:

- * The overall experience of the firm in conducting similar work that is to be provided to the City - include any past experience with the City
- * The expertise and professional level of the individuals proposed to conduct the work for the City
- * The clarity and completeness of the proposal and the apparent general understanding of the work to be performed.

5.2 Procedures and Methods

The methods and procedures proposed to be utilized to conduct the work requested as they relate to thoroughness and objectiveness will be of primary importance in evaluating proposals. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion.

5.3 Cost

The cost will be weighed in relation to the other proposals received and shall be evaluated relative to the number of hours of professional consulting services to be received by the City and the overall level of expertise of the specific firm's personnel proposed to do the work for the City.

All, or selected, firms submitting proposals may be invited to give an oral presentation explaining their proposal.

5.4 Contract

A proposed agreement is included (next page) for your review. If you believe that this agreement is adequate, it should be completed in all material respects, including execution, and returned with the proposal. If you feel that an alternative agreement is more suitable, you may submit such as a part of your proposal. However, the City reserves the right to enter into the enclosed agreement with the successful firm or to negotiate the exact terms of a professional (consulting) services contract.

6 Agreement for Professional Services

This Agreement made and entered into this _____ day of _____, 2018 by and between the City of Easton of Northampton County, Pennsylvania, a municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as "Consulting Firm".

WHEREAS, the City desires to have certain one-time professional consulting work done involving preparing and update to the City of Easton's Historic District Ordinance and design guidelines as described in the Scope of Work and the Request for Proposals; and,

WHEREAS, the City desires to enter into a contract for this work as indicated in the Request for Proposals, hereinafter referred to as "RFP", and made a part of this agreement, included herein by specific reference, and attached as Appendix A to this agreement; and,

WHEREAS, the Consulting Firm desires to provide services requested in the RFP to the City based on the formal proposal submitted in response to the City's RFP, said proposal made a part of this agreement, included herein by specific reference and attached as Appendix B to this agreement; and,

WHEREAS, the parties to this agreement have further negotiated changes or additions to Appendices and have set forth these changes or additions as Addendum to this agreement as follows:

- Not Applicable

AND WHEREAS, the Consulting Firm is equipped and staffed to provide the services set forth in the RFP;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS AND CONDITIONS

THE CONSULTING FIRM WILL:

Provide professional consulting services as specified in the RFP and accepted by the Consulting Firm's proposal and amended by any addendum listed herein and attached hereto.

Assign the following individuals to do the City's required work as the minimum number of hours as indicated:

	<u>NAME</u>	<u>POSITION</u>	<u>MINIMUM HOURS</u>
1.			
2.			
3.			
4.			
5.			

Any changes to the staffing proposed above shall be subject to the approval of the City, however, staff changes by the Consulting Firm will not be denied where the staff replacement is of equal ability or experience to the predecessor.

THE CITY WILL:

Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for total amount not to exceed \$_____.

Provide reasonable access to all City personnel, facilities, and information necessary to properly conduct and complete the work required under this Agreement.

Bear the responsibility for implementing provisions and/or recommendations of the final adopted plan completed under the terms of this contract unless implementation is required as a part of the requested work in the RFP, the Consulting Firms proposal, or any negotiated addendum that is part of this agreement.

Make payment to the Consulting Firm within forty-five (45) days after receipt of a properly prepared invoice for work satisfactory completed.

FURTHER, IT IS AGREED BY BOTH PARTIES THAT:

The final product produced by the Consulting Firm pursuant to this agreement, including narrative report, maps, drawings, and other documents prepared by the Consulting Firm shall be owned by the City.

In witness thereof, the parties hereto have executed this Agreement on the day and date set forth above.

WITNESS:

FOR THE CITY OF EASTON: DATE:

Salvatore J. Panto, Mayor

Tony Bassil, Controller

WITNESS:

FOR THE CONSULTING FIRM:

TITLE: _____

7 Appendix A- Non-Discrimination Form

Nondiscrimination and equal opportunity are the policy of the Commonwealth/[City, et al] in all its decisions program, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, *et. seq.*), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

During the term of this contract, the Contractor agrees as follows:

(a) Contractor shall not discriminated against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this nondiscrimination certification.

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

(c) Contractor shall send each labor union or workers' representative with whom it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this nondiscrimination certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.

(d) It shall be no defense to a finding of noncompliance with this nondiscrimination certification that contractor has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(e) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination certification, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(f) Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further City of Easton contracts, and other sanctions may be imposed and remedies invoked.

(g) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the City of Easton for purposes of investigation to ascertain compliance with the provisions of this certification. If contractor does not possess documents or records reflection the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Easton.

(h) Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

(i) Contractor shall include the provisions of this nondiscrimination certification in every subcontract, so that such provisions will be binding upon each subcontractor.

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

DATE: _____

(NAME OF CONTRACTOR)

BY _____

TITLE _____

8 Appendix B- Non-Collusion Affidavit

State of: _____ Contract: _____

County of: _____

I state that I am _____ of _____ and that
(Title) (Name of Firm)

I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from, any firm or person to submit a complementary or other non-competitive.
5. _____, it's affiliated, subsidiaries, officers, directors and
(Name of Firm)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liability of any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidder on any public contract except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above Representatives are material and important, and will be relied on by the City of Easton in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is

and shall be treated as fraudulent concealment from the City of Easton of the true facts relating to the submission of bids for this contract.

(Name and Title)

Sworn to a Subscribed before me this _____ day of _____, 20____.

_____ My Commission Expires: _____.
Notary Public