REQUEST FOR PROPOSAL (RFP)

Wissahickon Valley Park Restroom Facilities Master Plan

The Friends of the Wissahickon (FOW) is accepting proposals for a one-time contract to perform consultant services involving the development of a Restroom Facilities Master Plan in Wissahickon Valley Park including a permit-ready facility design to be installed as a demonstration project. Attached is information relating to submitting a proposal including specific requirements, the organization of the proposal, proposal evaluation criteria, and the proposed contract.

Electronic submissions must be uploaded per FOW instruction to the FOW_WVPTMP Reply Form and received by Friends of the Wissahickon no later than September 10, 2020. One hard copy of the proposal must also be provided and must be delivered to FOW not later than close of business September 10, 2020. Hard copies should be addressed to Ruffian Tittmann at the address listed below.

Ruffian Tittmann, Executive Director
Friends of the Wissahickon
40 West Evergreen Avenue, Suite 108
Philadelphia PA 19118
tittmann@fow.org
Request for Proposals

Response Title: Wissahickon Valley Park Restroom Facilities Master Plan

Proposals Submittal Due Date: September 10, 2020 at 4:00 PM EST

Eligibility: This request is open to parties engaged in the lawful practice of their profession that satisfy the minimum qualifications set forth in this Request for Proposal (RFP)

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1. Introduction

The Friends of the Wissahickon’s mission is to conserve the natural beauty and wildness of the Wissahickon Valley Park and stimulate public interest therein. Our vision is one of an urban oasis that promotes recreation, conservation and the enjoyment of park history.

FOW is a 95-year-old nonprofit membership organization that protects and enhances Philadelphia’s Wissahickon Valley Park and works to engage the public’s interest through volunteer opportunities, educational programming for the School District of Philadelphia and topical lectures and guided hikes. The park, popularly called “the Wissahickon,” is a 1,800-acre urban oasis of dramatic scenery, dense forests, rugged trails and free-flowing streams. Over 50 miles of wooded biking, hiking and equestrian trails wind through a deep gorge surrounding Wissahickon Creek, attracting over a million visits each year. The region’s rich history is represented in the park’s many beautiful historic structures, from a 150-year-old inn to beloved sculptures and Philadelphia’s only remaining covered bridge. The park’s watershed protects the drinking water of one in three Philadelphians and offers a peaceful respite for all who visit.

The Friends of the Wissahickon and its volunteers make the Wissahickon cleaner and more enjoyable by caring for its wild beauty and delicate ecosystem and offering fun events and programs in the park. The FOW professional staff works with expert contractors and environmental scientists to mitigate stormwater runoff into the watershed, reduce erosion, and adapt our management practices to the inevitable impacts posed by climate change. FOW strives to protect the native animals in the Wissahickon, like bald eagle, blue heron, coyote, fox and foster the growth and survival of native plant species through the implementation of a dynamic, comprehensive land management plan. They train volunteer work crews to repair and restore damaged trails, fencing and historic structures, and to restore native habitat by planting native trees and shrubs and removing invasive species. Over 100 trained volunteer Trail Ambassadors enhance park safety, encourage responsible park use, and lead educational walks and hikes. Long-term planning and advocacy protect the natural beauty and environmental health of the park and the Wissahickon Creek for generations to come.

The Wissahickon Valley Park receives an estimated 2+ million visits each year, yet is significantly underserved in terms of restroom facilities for the public. Multiple park user surveys over the last decade reveal that the public consistently sees this lack of facilities as the most highly negative aspect of visitor experience. This was most recently supported in the 2011 My Park Counts user survey of the Wissahickon Valley Park. Further, students from the Fels School of Government at University of Pennsylvania developed a survey in March of 2020 that demonstrated the need for additional restrooms. This need will be confirmed with the deployment of multi-use (in this RFP: pedestrian, cyclist, and equestrian) counters, articulated below in Project Description.

Well maintained restroom facilities will: provide ADA access at key park entrances, allow for a more pleasant park user experience, and encourage appropriate park use while protecting the Wissahickon Creek, a drinkable waterway, from unnecessary nutrient load.

Friends of the Wissahickon (FOW) requests proposals from consultant firms (Consultants) with expertise in providing professional consulting services in the area of civil engineering in public recreation spaces. This project is partially funded by a grant from the Community Conservation
Partnership Program administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by FOW and its contracted consultant. FOW has established a budget of approximately $150,000 to do this work. The breakdown for professional service fees and installation services are as shown in the table below.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Cost</th>
<th>DCNR</th>
<th>FOW Match</th>
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<td>User Count/Survey &amp; Master Plan Service</td>
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<td>Design &amp; Permitting of Demonstration Facility</td>
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<td><strong>Total:</strong></td>
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<td><strong>$75,000.00</strong></td>
<td><strong>$75,000.00</strong></td>
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2. General Information

FOW reserves the right to continue with the Consultant selected or has the option to conduct a new selection process for future services beyond those services advertised above. To be considered, submittals must be received at the following address by 4:00 p.m. EST on September 10, 2020.

3. RFP Manager

Name: Ruffian Tittmann  
Address: 40 W. Evergreen Avenue Suite 108  
Philadelphia, PA 19118

Phone: 215-247-0417  
Email (preferred): tittmann@fow.org

The deadline for questions regarding the Scope of Services is August 28, 2020. Questions may be posted via an online form that can be found at https://fow.org/wvptmp-rfp.

Questions and answers will be posted to the FOW website at https://fow.org/wvptmp-rfp as they are received. During preparation, direct all communications regarding this RFP to Ruffian Tittmann, Executive Director. All other communication will be considered unofficial and non-binding.

Friends of the Wissahickon  
RFP – WVP Restroom Facilities Master Plan  
% Ruffian Tittmann, Executive Director  
40 W Evergreen Avenue, Suite 108  
Philadelphia, PA 19118
4. Project Description

The Restroom Facilities Plan will enable park users of most mobility levels and ages to more fully enjoy their visit to the Wissahickon. The final plan will also include maintenance specifications for both new and existing facilities and will recommend appropriate messaging about environmental stewardship for eventual installation at each identified site. One site, chosen by FOW, will be selected for early implementation of a demonstration facility.

The proposed Restroom Facility Master Plan for the Wissahickon Valley Park will include:

- An updated user count of park visitorship, employing multi-use infrared trail counters (all of which must be manually corrected) throughout the park, at roughly comparable locations to FOW’s 2011 My Park Counts study. Sampling of visitor counts must span the peak use season of April through October at a minimum;
- A written and illustrative plan that maps varieties and locations of facilities, both existing and recommended, with tabled detail;
  - Consultant must determine location to be prioritized for demonstration facility
- Needed capacity of restroom facilities for Wissahickon Valley Park visitorship, based on these updated visitorship numbers;
- ADA specifications for new facilities, as well as ADA retrofit options for existing facilities;
- Recommendations for other existing facility enhancements;
- For all facilities, both new and existing, clear maintenance prescriptions and suggested vendors for those services, as well as estimated costs for services;
- For all recommended new facilities, recommendations as to the type (composting, plumbed, pump out, temporary, etc.), and probable cost for recommended new facilities, as well as comprehensive construction drawings that can be used to begin the fundraising and permitting processes must be produced;
- An addendum to the plan should list general principles and recommendations (as outlined) that are transferable to other park assets in the City of Philadelphia.

The demonstration project design, permitting, and installation must include:

- Recommendations as to the type of facility, along with drawings for proposed facilities, all of which must be in compliance with all City of Philadelphia Health Department standards;
  - FOW Study Committee will choose one drawing for permit-ready schematic design and development
- If the Consultant is unable to install the demonstration facility, responding Consultant should see through design and permitting deliverable.
  - firms can put together collaborative team, or find sub-contractor

Environmental and financial sustainability is a guiding objective for the development of the Wissahickon Valley Park Restroom Facilities Master Plan. The RFP for the plan, when issued post grant award, will require that all suggested new facilities be sited appropriately in the landscape. The facilities must have no impact (or, ideally, a positive impact) on stormwater or floodplain conditions, be paired with appropriate native landscape plantings, and use appropriate construction materials.
5. Scope of Services

The Scope of Work for this project will contain the following deliverables:

I. PUBLIC PARTICIPATION

Community involvement and engagement will be required throughout planning process in order to help determine quantity of facilities and their respective locations. This process must prioritize diversity, equity, and inclusion to ensure appropriate, comprehensive, and accountable feedback. The Master Plan narrative must include a detailed summary of the public participations methods, results, and conclusions. Raw data collected from public participation is to be included in the appendix.

A. Study Committee: FOW’s appointed study committee will meet with the Consultant on a regular basis to provide guidance.

B. Public Meetings: At least 2 public meetings must be held, with at least one being with an elected official.

C. Key Person Interviews: 10-20 key person interviews with recognized or designated community leaders must take place. Study committee will assist in choosing interviewees.

II. RESTROOM FACILITY MASTER PLAN

A. Visitor Count Data Collection Services: Providing, placing, correcting, monitoring of multi-use infrared counters at 12-13 locations for a period of not less than six months covering a season of peak use (April-October). Counters purchased and charged to FOW must be permanent in-park and remain FOW property post-completion.

B. Visitor Count Report: Written report summarizing and analyzing park wide visitor data (compiled used multi-use infrared counters) & Source Data, comparing count results to past data collected by FOW.

C. Written Master Plan that:

1. establishes written guidelines for optimal restrooms to visitor ratio in a watershed park setting;
2. maps varieties and locations of restroom facilities, both existing and recommended, in the Wissahickon;
3. creates ADA specifications for new facilities, as well as ADA retrofit options for existing facilities;
4. offers clear maintenance prescriptions for all facilities, both new and existing, and suggested vendors for those maintenance services, as well as estimated costs for services for all restroom facilities;
5. makes recommendations as to the type (composting, plumbed, pump out, temporary, etc.), and probable cost for recommended new facilities.
D. Additional Information: The Consultant may include any additional information that is believed to be pertinent and helpful but not specifically requested elsewhere in this RFP.

III. DESIGN & PERMITTING OF DEMONSTRATION PROJECT

A. Where recommendations indicate a need for new permanent restroom facilities, or adaptive reuse of an existing park structure.

B. Preliminary recommendations and drawings for proposed facilities must be provided.

C. Study Committee will select one drawing and location for sealed permitted design, that is compliant with all City of Philadelphia Health Department standards.

IV. INSTALLATION OF DEMONSTRATION PROJECT

A. One permitted permanent or semi-permanent restroom facility must be installed in a location of FOW’s choosing within the bounds of the Consultant’s recommended areas.

B. There is flexibility for early implementation.

All new facilities should be sited appropriately within the landscape, have no impact on stormwater or floodplain conditions, utilize appropriate, sustainably sourced construction materials, and be attractively paired with appropriate native landscape plantings.

6. Consultant & Agency Responsibilities

A. Consultant Responsibilities:
   1. Submit bi-monthly status reports to FOW for submission to DCNR
   2. Provide copies with graphics of final plan (with 30/60/90 % completion of deliverables), providing sufficient time for review by DCNR and FOW
   3. Printing of key findings

B. FOW Responsibilities:
   1. Appoint project study committee to facilitate public participation
   2. Payment schedule/scenario

7. Submittal Requirements

The preferred method of proposal submission is electronically to the email address: tittmann@fow.org.

If Consultants choose to submit via hard copy, please submit one (1) hardcopy meeting the requirements below and one (1) reproducible digital copy in pdf format delivered on digital media.
Submittals shall be limited to a total of ten (10) double sided pages, numbered, excluding cover letter. Submittals that exceed the maximum number of pages will be rejected.

At a minimum, the submittal must contain:

- A letter of interest, on company letterhead, signed by the firm principal with a statement of availability to complete the work.
- Identification of Consultants, including name, address, and telephone number.
- Name, title, address, and telephone of contact person during period of proposal evaluation.
- Signature of a person authorized to bind Consultant to the terms of this proposal.
- An itemized list including the amount and pricing of all materials and services being proposed. General information about the firm’s experience and capabilities in the services to be provided. Firm’s approach to quality control, project management and product delivery.
- Previous project experience on similar types of work, including municipal work experience.
- Experience of the staff that would be actually assigned to the project. Work experience should be specific as to the individual’s actual tasks performed on other projects.
- Ability to meet the FOW’s requirements for readiness, availability and familiarity with the area upon execution of agreement, as outlined by a proposed schedule of activities.
- Include three (3) references with a similar scope of work, with the following information: the name of the client, estimated project cost, and the name, email address, and telephone number of the contact person.
- Proposal Form/Non-collusion Affidavit - These are provided as Appendix C Proposal Form/Non-collusion Affidavit of this Request for Proposals. Both forms must be completely filled out, signed by the Consultant, and included in the proposal.

8. Consultant Qualifications

In addition to meeting FOW’s Consultant requisites, Consultant must meet DCNR’s Consultant criteria:

1. Have documented experience developing and implementing public participation techniques, such as holding public and study committee meetings, conducting key person interviews, developing citizen surveys, etc.

2. At least one member of the consulting team must have documented, prior experience conducting studies of the project type being undertaken. This person should be the project leader and assume overall project coordination responsibilities between the grantee and the consulting team.

3. Have documented experience with the planning, design, general operation, and maintenance of recreation and park areas and facilities.

4. Have documented experience in developing and recommending to local government officials and non-profit organizations the policies and procedures related to providing public recreation and park services and/or facilities, as well as the management and operation of these facilities and amenities.
5. Have documented experience in setting goals, analyzing problems, generating alternative solutions, and providing recommendations and implementation strategies.

Consultant may further review DCNR’s “Consultant Qualifications” (Attachment B) to determine eligibility.

9. Selection Process

Through this selection process Consultants will be considered based on a 100-point scale:

- Consultant’s experience in the field of civil engineering, public land management; restroom management services (10)
- Prior relevant projects or experience with firms of similar size; (20)
- Previous civic or governmental work experience; (5)
- Knowledge and expertise of individuals that will work the projects; (10)
- Readiness, availability, and familiarity with the area; (20)
- A proven track record of providing quality work on time; (15)
- Meets all applicable licensing requirements; and (5)
- Response of references. (15)

FOW’s Evaluation Committee will perform technical evaluations, rank submittals, and make selection recommendations based on consensus. The Evaluation Committee will evaluate proposals and may ask a short list of Consultants to participate in an interview process. All Consultants submitting a proposal will be notified of FOW’s final selection decisions. Proposals will be reviewed, interviews conducted (if needed) and a firm will be selected by 4:00 p.m., on September 10, 2020.

RFP Schedule

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<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>August 3, 2020</td>
<td>RFP Released</td>
</tr>
<tr>
<td>August 28, 2020</td>
<td>Last day for questions</td>
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<tr>
<td>September 10, 2020</td>
<td>4:00 PM – RFP submittals due</td>
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<tr>
<td>Week of September 21</td>
<td>Possible interviews (if needed)</td>
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<tr>
<td>September 25, 2020</td>
<td>Consultant selected</td>
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<tr>
<td>October 19, 2020</td>
<td>Anticipated start date for work</td>
</tr>
<tr>
<td>December 2021</td>
<td>Desired work complete date</td>
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10. Proprietary Information / Public Disclosure

Materials submitted in response to this solicitation shall become the property of FOW. Responses shall be deemed public records as defined in RCW 24.56, “Public Records Act”.

11. Revisions to the Process
In the event it becomes necessary to revise any part of this request, addenda will be published on FOW’s website at https://fow.org/wyptmp-rfp.

12. Cost to Submit

FOW will not be liable for any costs incurred by the Respondent in preparation of a response to this RFP, in conduct of a presentation, or any activities related to responding to this RFP.

13. Americans with Disabilities Act

FOW complies with the Americans with Disabilities Act (ADA).

14. Diverse Business Inclusion Plan

FOW is committed to providing the maximum practicable opportunity for participation by diverse businesses enterprises (DBE). DBE are defined as; small-business, micro-business, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010.

15. Rejection of Responses

FOW reserves the right at its sole discretion to reject any and all responses to this RFP without penalty.

16. Attachments

Attachment A
2011 My Park Counts, Wissahickon Valley Park User Survey Report

Attachment B
DCNR Consultant Qualifications
APPENDIX A:

MASTER AGREEMENT FOR PERFORMANCE OF PROFESSIONAL SERVICES

This Master Agreement for Performance of Professional Services (including all exhibits hereto, this “Agreement”) is entered into as of [ ], 20 between Friends of the Wissahickon, a [enter State of formation] (“FOW”), and [enter State of formation] (“Vendor”). FOW and Vendor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, FOW desires to engage Vendor to perform, and Vendor desires to perform, certain professional services for FOW, as FOW requests and Vendor agrees to provide, from time to time during the term hereof (the “Services”), in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. TERM

This Agreement shall be effective as of the date hereof and, unless sooner terminated as provided herein, shall continue in effect for an initial term ending [ ], 20. Notwithstanding anything to the contrary in the foregoing, FOW shall have the right, in its sole discretion, to extend this Agreement on the same terms and conditions for an additional year(s) upon sixty (60) days prior written notice to Vendor prior to the end of the initial term (the initial term, together with any renewal term, referred to as the “Term”).

2. SERVICES

(a) Services. Vendor shall furnish the Services pursuant to specific statements of work to be executed by the Parties in the form attached hereto as Exhibit A, (each, a “Statement of Work”) and attached hereto and incorporated herein by reference.

(b) Statements of Work. Each Statement of Work shall contain the following:

(i) an introductory statement that (A) such Statement of Work is being entered into by the Parties pursuant to this Agreement and is incorporated into this Agreement by reference; (B) capitalized terms used but not otherwise defined in the Statement of Work shall have the respective meanings ascribed to them in this Agreement; and (C) the terms and conditions set forth in such Statement of Work shall apply only to the Services covered by that Statement of Work and not to Services covered under any other Statement of Work and shall not amend or supplement the terms of this Agreement except for purposes of the Services covered by that Statement of Work;

(ii) a detailed description of the Services to be provided pursuant to that Statement of Work;
(iii) the written work product ("Work Product"), if applicable, to be prepared by Vendor for FOW under such Statement of Work, if any;

(iv) fees and expenses for such Services, specific billing arrangements, any initial payments, the hourly or unit rates as applicable, progress payment schedules, and final payment;

(v) the respective names of the Parties’ project managers for the Services under such Statement of Work;

(vi) the period during which the Services will be performed;

(vii) project assumptions, including each Party’s specific responsibilities with respect to such Services; and

(viii) any other information or agreement of the Parties, to the extent it supplements or amends any of the provisions of this Agreement.

(c) Statutory Requirements. Vendor shall cause the Services and Work Products (including all Services and Work Products to be performed or supplied by subcontractors) to be performed in compliance with Applicable Laws and Applicable Standards.

For the purposes of this Agreement “Applicable Laws” shall mean, all statutes, laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, regulations, permits, authorizations, and licenses of any governmental authority having proper jurisdiction over, or otherwise exercising authority with respect to, the Parties, or the performance of the obligations to be performed hereunder.

3. FEES AND EXPENSES

(a) Fees and Expenses. The fees and expenses for the Services shall be addressed in each Statement of Work.

(b) Payment. Unless otherwise provided in a Statement of Work, Vendor shall invoice FOW for the Services with such invoices payable within ninety (90) days of receipt.

(c) Records; Audit. During the Term of this Agreement and for two (2) years after the Term, Vendor shall maintain complete, accurate, legible and readily accessible records related to the Services. For this period, FOW shall have the right, at its own expense and subject to reasonable advance notice to Vendor and compliance with Vendor safety, security and confidentiality procedures, to audit copies of Vendor’s records and documentation at a Vendor facility as may be reasonably necessary to determine the accuracy of the charges to FOW. If, as a result of any audit, Vendor has mischarged FOW, FOW shall notify Vendor of the amount of the mischarge and, if an overcharge, Vendor shall promptly pay to FOW the following amounts (a) the amount of the overcharge plus Interest and (b) the cost of the audit. If the audit locates an undercharge, FOW shall promptly pay to Vendor the amount of the undercharge. For purposes of this Section 3(d), “Interest” shall mean the Prime Rate plus four (4%) percent. “Prime Rate” shall mean the interest rate ("base rate") for large commercial loans to creditworthy entities announced from time to time by JPMorgan Chase & Company, âr its successor bank, or, if such rate is not
announced, the rate published in *The Wall Street Journal* as the “prime rate” from time to time (or, if more than one rate is published, the arithmetic mean of such rates), in either case determined as of the date the obligation to pay interest arises.
4. PROJECT MANAGEMENT; STANDARD OF PERFORMANCE; WARRANTY

(a) Vendor shall perform the Services in a good workmanlike manner, and deliver the Work Products free from defect in materials and workmanship, and both the Service and the Work Products shall be performed or delivered in accordance with (i) Applicable Laws, Good Industry Practice and other applicable professional standards, (ii) this Agreement and (iii) the applicable Statement of Work. The Vendor shall use good quality materials (which, except as otherwise provided by this Agreement, shall be of new manufacture and be of the respective kind described in the Statement of Work). In addition, Vendor shall assign personnel with relevant training, skills and experience to perform the Services.

For purposes of this Agreement, “Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same or similar type of undertaking under the same or similar circumstances.

(b) If it is determined within twelve (12) months of the performance of the Services that any of the Services performed by Vendor hereunder were not performed in accordance with the provisions of this warranty, Vendor shall re-perform such defective service at no cost to FOW.

5. CONFIDENTIAL INFORMATION

(a) Except as otherwise provided in this Agreement or a Statement of Work, without the prior written consent of the other Party, neither Party shall disclose Confidential Information (as defined below) of the other received in connection with the performance of the Services.

(b) For purposes of this Section 5, “Confidential Information” shall mean (i) this Agreement, and (ii) any information or material which is proprietary or confidential to the disclosing Party whether or not owned or developed by the disclosing Party, which is not generally known by non-disclosing Party personnel, and which the receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the disclosing Party, access to the disclosing Party’s premises, or communications with the disclosing Party’s employees or independent contractors.

6. REPRESENTATIONS; WARRANTIES; COVENANTS

(a) Representatives and Warranties. Each of FOW and Vendor, respectively, hereby represents and warrants to the other, as of the date hereof and as of the date on which each Statement of Work is executed, that:

(i) it is an entity duly organized, validly existing and in good standing under the applicable laws of the jurisdiction in which it was formed and it has the requisite corporate or other applicable entity power and authority to execute, deliver and perform this Agreement;

(ii) the execution, delivery and performance of this Agreement have been duly
authorized by all requisite corporate or other applicable entity action;

(iii) the person signing this Agreement is expressly authorized to execute this Agreement on behalf of, and to bind, the applicable Party;

(iv) assuming the due authorization, execution and delivery of this Agreement by the other Party, this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent such enforceability is limited by bankruptcy, insolvency, moratorium or similar laws affecting or relating to the enforcement of creditors’ rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law); and

(v) it has all governmental consents, license, permits or other authorizations required to permit it to operate or conduct its business now and as contemplated by this Agreement.

7. INDEMNIFICATION; LIMITATIONS ON LIABILITY; INSURANCE

   (a) Indemnification.

   (i) To the fullest extent permitted by applicable law, FOW shall indemnify and hold harmless Vendor and its assignees, subcontractors, members, shareholders, directors, officers, employees and agents (collectively, “Vendor Indemnitees”), from and against all liabilities, losses, costs, expenses (including, without limitation, reasonable outside attorneys’ fees and the allocable costs of in-house counsel) and damages (collectively, “Losses”) suffered or incurred by any of the Vendor Indemnitees as a result of claims and causes of action (whether based on contract, tort or otherwise) by third parties, including any affiliate of FOW (“FOW Indemnified Claims”), related to or arising out of any bodily injury to, or death of, any personnel of Vendor or any subcontractor of Vendor, or any physical damage to tangible property of Vendor or any of its personnel or subcontractors, to the extent that such injury or damage results from the negligent or intentional (if wrongful) act or omission of FOW.

   (ii) To the fullest extent permitted by applicable law, Vendor shall indemnify, defend and hold harmless FOW and its affiliates, assignees, subcontractors, members, shareholders, directors, officers, employees, agents and vendors (collectively, “FOW Indemnitees”), from and against all Losses suffered or incurred by any of the FOW Indemnitees in connection with claims and causes of action (whether based on contract, tort or otherwise) by third parties, including any affiliate of Vendor (“Vendor Indemnified Claims” and, together with FOW Indemnified Claims, “Claims”) related to or arising out of (1) any bodily injury to, or death of, any personnel of FOW, or any physical damage to tangible property of FOW or any of its personnel, to the extent that such injury or damage results from the negligent or intentional (if wrongful) act or omission of Vendor, or (2) the infringement by any Work Product upon any copyright, trademark, trade secret or U.S. patent of a third party. Notwithstanding the foregoing, Vendor shall have no indemnification obligation under clause (2) of the preceding sentence to the extent that the alleged infringement arises out of or results from (w) data, materials or other content provided by, from, through or at the request of, FOW, (x) FOW’s use of the Work Products, other than as contemplated herein or in the relevant Statement of Work, (y) any
modification or alteration to, or of, the Work Products, or (z) Vendor’s compliance with FOW’s
designs, specifications, requests or instructions in the creation of the Work Products.

(iii) Each indemnitee shall give prompt notice of its receipt of any threat, indication or other notice of any Claim, investigation or demand that might give rise to any Losses required to be indemnified hereunder. The indemnifying Party shall have the right to conduct defense of such action at its sole expense. Each indemnifying Party shall reimburse the respective indemnitees for such Losses as they are incurred by such indemnitees.

(b) **Limited Liability.** The total aggregate liability of the Parties hereto and their respective subcontractors to the other Party and all of their respective affiliates (and their respective successors and permitted assigns), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, in connection with the performance of the Services or otherwise under this Agreement, shall be limited to one-and-a-half times the value of the fees actually paid to Vendor pursuant to the applicable Statement of Work under which the liability is principally alleged to have arisen; provided however, that the foregoing limitation of liability shall exclude any indemnity obligations set forth above and insurance proceeds received from the coverage set forth below in Section 10.

(c) **No Consequential Damages.** In no event will the Parties hereto or their respective subcontractors be liable to the other Party or any of their respective affiliates (or their respective successors or permitted assigns) for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or good will) in connection with the performance of the Services or otherwise under this Agreement, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if such Party is advised of the likelihood of such damages; provided that the foregoing waiver shall not apply to indemnification obligations contained herein.

8. **INSURANCE.** During the term of the Agreement, Vendor shall maintain insurance with the following required coverages and limits and provide insurance certificates with the appropriate endorsements to FOW evidencing that such insurance coverage is current and in effect, as follows:

(a) **Workers’ Compensation and Employers’ Liability Insurance.** State Statutory limits for Worker’s Compensation to the extent required by applicable law, to include Employer’s Liability in the amount of US $1,000,000 each occurrence.

(b) **Automobile Liability Insurance.** With respect to all vehicles used on public highways or in any circumstances such as to be liable for compulsory motor insurance in accordance with applicable law for bodily injury and property damage. The limit of liability shall not be less than US $1,000,000 per occurrence, for all owned, non-owned and hired vehicles.

(c) **Commercial General Liability Insurance.** For legal liability arising out of Vendor’s negligence and any third party claims brought against FOW as a result of Vendor’s negligence, to include coverage for bodily injury (including death), property damage, defense attorney fees, fines and penalties. Such insurance shall include, but not be limited to contractual
liability; with minimum policy limits of US $1,000,000 per occurrence and US $2,000,000 in the aggregate

(d) Excess Liability. Umbrella or Excess Liability insurance with a limit of US $____________________per occurrence and in the annual aggregate in excess of the limits of insurance provided in Sections 10(a) employers’ liability only, 10(b) and 10(c).

(e) Professional Liability or Errors and Omissions Insurance. With contractual liability provisions included, covering liability arising from errors and omissions made directly or indirectly during the execution of this Agreement, which shall provide coverage not less than US $____________________each claim and US $____________________in the aggregate. Limits can be provided through a combination of primary and excess coverage. Such policy(ies) shall be maintained for not less than two (2) years after the date of final acceptance and completion of the work performed under the applicable Statement of Work.

Evidence of Insurance. Evidence of insurance required hereunder shall be in the form of certificates of insurance, including the endorsements listed below, and shall be provided to FOW prior to the contract execution. Such insurance policies shall, at a minimum, provide a severability of interests or a cross-liability clause applying to liability policies. Vendor shall promptly advise FOW of any change in insurance coverage below the above-referenced limits, and FOW may either agree to the reduced insurance coverage or declare the Vendor to be in default of this Agreement.

Required Endorsements:

I. Additional Insured Endorsements. Additional insured endorsements are required for General Liability and Auto Liability Coverage.

II. Subrogation Waivers. Endorsements are required for all policies, except for the professional liability policy, and shall provide for waiver of subrogation rights against FOW and its respective assigns, subsidiaries, affiliates, directors, officers and employees and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.

III. Primary/Non-Contributory Endorsements. Endorsements are required for the General Liability and Auto Liability. The insurance carried shall be primary as evidenced by policy endorsements, and not excess to or contributing with any insurance or self-insurance maintained by FOW.

Evidence of insurance and separate policy endorsements shall be sent to:

Ruffian Tittmann
40 W. Evergreen Avenue
Suite 108
Philadelphia, PA 19118

(f) All insurance required to be maintained shall be placed with financially sound and
reputable insurers at the time of inception of such coverage with an AM Best Rating of A-VIII or higher and with coverage forms reasonably acceptable to the parties.

9. TERMINATION; SURVIVAL

   (a) This Agreement, and/or, at the option of the terminating Party, any or all Statements of Work then outstanding, may be terminated prior to the end of the Term as follows:

      (i) by either Party, immediately, upon written notice thereof, if the other Party breaches any of its material obligations hereunder and such breach is not cured within 15 days following receipt of the written notice thereof; provided that if such breach cannot reasonably be cured by the breaching Party within such 15 day period and the breaching Party has diligently pursued the remedying of such breach within such 15 day period, such cure period shall be extended by the amount of time reasonably required by the breaching Party to cure such breach; further provided that such cure period shall not exceed a total of 60 days;

      (ii) by either Party, immediately, upon notice thereof, if (A) the other Party is adjudged insolvent or bankrupt, (B) any proceeding by or against the other Party seeking its relief, reorganization or arrangement under any laws relating to insolvency is instituted, (C) the other Party makes a general assignment for the benefit of creditors, (D) a receiver, liquidator or trustee of any of the other Party’s property or assets is appointed, or (E) the other Party’s business is liquidated, dissolved or wound up;

      (iii) by either Party, immediately, upon notice thereof, if delays due to Change Events (as hereinafter defined) aggregate more than 30 days; or

      (iv) by FOW upon 30 days notice to Vendor.

   (b) Notwithstanding the expiration or termination for any reason of this Agreement, the terms and conditions of this Agreement shall continue to apply to all outstanding Statements of Work not also then terminated until their completion or termination. In addition, the Parties’ obligations under Section 5 with respect to certain Confidential Information obtained from the other Party shall survive the expiration or termination for any reason of this Agreement for a period of two (2) years after the later to occur of (i) such expiration or termination or (ii) the completion or termination of the Statement of Work pursuant to, or in connection with, which such Confidential Information was provided. The provisions of this Agreement that give the Parties rights beyond termination hereof will survive any such termination.

   (c) In the event of a termination by Vendor, FOW shall pay Vendor for work-in-progress, completed Services and expenses incurred by Vendor through the effective date of any termination of this Agreement or the applicable Statement of Work, whichever first occurs. In the event of a termination by FOW, FOW may complete the Services, either by its direct labor force or through the services of a third party, and to charge any additional costs or losses (including internal costs) thereby incurred to the Vendor.

10. CHANGES AND DELAYS

   (a) If FOW requests changes to the scope of the Services or if such changes are required by then applicable law, regulation or professional requirements, schedule delays or
other events beyond Vendor’s reasonable control, but without its fault or negligence (“Change Events”), the Parties shall mutually agree upon adjustments to Vendor’s fees. A Party shall be excused from default or delay in the performance of its obligations under this Agreement (other than FOW’s payment obligations) to the extent caused by one or more Change Events.

(b) If Vendor fails to perform the Services or any part thereof in accordance with this Agreement, then FOW shall have the right, at its sole option and without prejudice to any other rights or remedies available to it (including those in Section 11 above), to:

(i) deduct from the fees and expenses payable under the Statement of Work $ for each day of delay in completing such Services between the due date for completion and the actual date of completion but the amount so deducted shall not in any case exceed $; and/or

(ii) complete such Services, either by its direct labor force or through the services of a third party, and to charge any additional costs or losses thereby incurred to the Vendor.

11. FURTHER UNDERSTANDINGS

(a) Notices. All consents, approvals, notices, reports, requests, acceptances and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when actually received. All such communications shall be sent by hand, by first class mail, postage prepaid, or by facsimile or email with electronic receipt confirmation, to the receiving Party's address, facsimile number or email address as set forth below, or to such other address, facsimile number or email address as a Party shall have notified the other Party in accordance with this Section 13.

To FOW: To Vendor:
Friends of the Wissahickon Friends of the Wissahickon
40 W Evergreen, Suite 108 40 W Evergreen, Suite 108
Philadelphia, PA 19118 Philadelphia, PA 19118
Attention: Ruffian Tittmann Attention: Ruffian Tittmann
Email: tittmann@fow.org Email: tittmann@fow.org

(b) Severability. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect.

(c) Entire Agreement. This Agreement and all Statements of Work hereunder constitute the entire agreement between the Parties, and merges all prior and contemporaneous communications, with respect to the Services and the other matters contemplated by this
Agreement. No amendment, modification, waiver or discharge of this Agreement or any Statement of Work shall be valid unless in writing and signed by an authorized representative of each Party.

(d) **Governing Law.** This Agreement shall for all purposes be governed by and construed in accordance with the laws of the State of California applicable to agreements made, and fully to be performed, in such State by residents thereof.

(e) **No Waiver.** No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the Parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

(f) **Headings and References.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to Sections or exhibits shall, unless otherwise provided, refer to Sections hereof or exhibits attached hereto, all of which exhibits are incorporated herein by this reference.

(g) **Assignment.** None of a Party’s rights, obligations or claims under or with respect to this Agreement or the Services may be assigned, in whole or in part, by such Party without the prior written consent of the other Party; provided, however, that FOW may assign any of its rights or obligations under this Agreement to an affiliate. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any assignee or subcontractor that is providing any of the Services as permitted hereby.

(h) **Arbitration.** Any dispute or claim arising out of or relating to the Services, this Agreement, or any other services provided by or on behalf of Vendor or any of its subcontractors or agents to FOW or at its request (including any such matter involving any person or entity for whose benefit any such services are provided), shall be resolved by arbitration (with limited discovery) as mutually agreed to by the Parties. Unless the parties agree otherwise, any arbitration shall be handled pursuant to the rules and regulations of the American Arbitration Association for single arbiter arbitrations. Notwithstanding the Parties’ agreement to arbitrate all disputes under this Agreement as set forth above, either Party may bring a claim limited solely to injunctive relief to enforce its rights with respect to the use or protection of (i) its Confidential Information or other proprietary information or material, (ii) its names, trademarks, service marks or logos, or (iii) the Work Products, as applicable, solely in the state or federal courts located in the State of California. The Parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes.

(i) **Bad Acts.** Vendor agrees that it will not commit any act of misconduct, unethical conduct, dishonesty, insubordination, or other intentional and bad faith act in connection with performing the Services under this Agreement (each, a “**Bad Act**” and collectively, “**Bad Acts**”). For the purposes of this paragraph, “**Bad Act**” includes, without limitation, theft of the other Party’s property or funds, misrepresentation to the other Party, or materially failing to comply with local laws or governmental regulations that apply to the other Party’s operations or the performance of the Services, including but not limited to violations of the Foreign Corrupt Practices Act and other applicable laws and regulations.
(j) **Conflicts.** In the event of any conflict, inconsistency or ambiguity between a provision in this Agreement and a provision in a Statement of Work, the provisions of this Agreement shall prevail, unless the Statement of Work expressly provides otherwise. In the event of any conflict, inconsistency or ambiguity between a provision in this main part of this Agreement and an exhibit hereto, the provisions of this main part shall prevail over such exhibit, unless the exhibit expressly provides otherwise.

(k) **Counterparts.** This Agreement may be executed in counterparts, any one of which need not contain the signature of more than one Party, but all of which, together, shall comprise one and the same agreement. Facsimile copies of signatures to this Agreement may be relied upon as an original.

(l) **Publicity.** All media releases, public announcements and public disclosures by or on behalf of the Vendor relating to the Agreement or its subject matter (including but not limited to promotional or marketing material, but not including any announcement intended solely for internal distribution by the Vendor or any disclosure required by legal, accounting or regulatory requirements) shall be coordinated with and approved by FOW prior to release (such approval not to be unreasonably withheld).
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**FOW:**
Friends of the Wissahickon

**VENDOR:**

Name:  
Title:  

Name:  
Title:  

EXHIBIT A

STATEMENT OF WORK NO. 1

This Statement of Work No. 1 (including all exhibits hereto, this “SOW”) is entered into as of [date], 20[__] between Friends of the Wissahickon, a [enter State of formation] [corporation, limited liability company, partnership, limited partnership] (“FOW”), and [enter State of formation] [corporation, limited liability company, partnership, limited partnership] (“Vendor”). FOW and Vendor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, FOW and Vendor are parties to that certain Master Agreement for Performance of Professional Services, dated as of [date], 20[__] (the “Master Agreement”) pursuant to which FOW requested and Vendor agreed to provide, from time to time certain services that were to be set out in one or more Statements of Work;

WHEREAS, FOW and Vendor hereby set out certain services (the “Services”) to be performed pursuant to the terms and conditions of this SOW and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. MASTER AGREEMENT; DEFINITIONS

This SOW is being entered into by the Parties pursuant to the Master Agreement and is incorporated into the Master Agreement by reference.

Capitalized terms used but not otherwise defined in this SOW shall have the respective meanings ascribed to them in the Master Agreement.

The terms and conditions set forth in this SOW shall apply only to the Services covered by this SOW and not to Services covered under any other Statement of Work and shall not amend or supplement the terms of the Master Agreement except for purposes of the Services covered by this SOW.

2. DESCRIPTION OF SERVICES.

[DESCRIBE SERVICES]

3. WRITTEN WORK PRODUCT.

[DESCRIBE ANY REQUIRED WRITTEN WORK PRODUCT OR STATE THERE IS NONE]

Vendor shall provide FOW with monthly written reports as to (a) the Services performed, (b) any and all Health and Safety violations, (c) such other matters as may impact Vendor’s performance of the Services in accordance with the terms and conditions of this Agreement.

Vendor shall be responsible to FOW for the amount of all costs and losses caused by any discrepancies, errors or omission in any written information supplied to FOW by Vendor except where:
(i) such discrepancies, errors or omissions are due to inaccurate written information supplied by FOW upon which the Vendor relied in good faith for the specific purposes of the Services; or

(ii) Vendor clearly and unambiguously indicated in advance that such information is supplied in draft only.

Vendor shall ensure that all documentation in respect of the Services is always adequate for use and up-to-date.

Vendor shall supply to FOW the drawings and technical literature referred to in Appendix [ ] to enable the equipment to be serviced, overhauled and repaired. Vendor shall be responsible for the accuracy of all plans, drawings and technical literature prepared or supplied for the purpose of the Agreement.

4. FEES AND EXPENSES.

[DESCRIBE FEES AND EXPENSES FOR THE SERVICES, SPECIFIC BILLING ARRANGEMENTS, ANY INITIAL PAYMENTS, THE HOURLY OR UNIT RATES AS APPLICABLE, PROGRESS PAYMENT SCHEDULES, FINAL PAYMENT, ETC.]

FOW shall reimburse Vendor for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary pre-approved out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically relating to an engagement. FOW’s obligation to pay Vendor’s fees and expenses is not contingent upon the results of the Services.

5. PROJECT REPRESENTATIVES

(a) For purposes of this SOW, Vendor shall coordinate with the following representative of FOW (“FOW Representative”):

[INSERT CONTACT INFORMATION]

(b) For purposes of this SOW, FOW shall coordinate with the following representative of Vendor (“Vendor Representative”):

[INSERT CONTACT INFORMATION]

Either party may change their representative at any time upon written notice to the other party. Any written orders or instructions delivered to the other party’s representative, shall be deemed to have been given to that party.

6. TIME PERIOD FOR SERVICES

The Services shall commence on [ ], and shall continue until [ ] (the “End Date”).

7. PROJECT ASSUMPTIONS
[INCLUDE EACH PARTY’S SPECIFIC RESPONSIBILITIES WITH RESPECT TO THE SERVICES]

8. INSURANCE.

[REQUIRED COVERAGE/LIMITS FOR EACH AND EVERY SOW ATTACHED TO MSA.]

9. OTHER.
IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the day and year first above written.

**FOW:**
Friends of the Wissahickon

**VENDOR:**

Name:
Title:

____________________________

Name:
Title:
Appendix B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate 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.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.

3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.

4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor 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 their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

7. The Grantor’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
Appendix C

PROPOSAL FORM/NON-COLLUSION AFFIDAVIT

Proposal Form

Date __________________________

Submitted by (Contractor’s Name)______________________________

To:

Friends of the Wissahickon
40 West Evergreen Avenue, Suite 108
Philadelphia, PA. 19118

Dear Sir/Madam:

This proposal is submitted in accordance with your advertisement inviting proposals to be received for the project identified as:

Wissahickon Valley Park Restroom Facilities Master Plan

Having carefully examined the “Request for Proposals Advertisement”, “Request for Proposals”, and all attachments, hereinafter referred to as “Specifications”, together with all addenda, errata, bulletins applying thereto, and being familiar with the various conditions affecting the work, the undersigned hereby agrees to furnish all planning, services, materials, perform all labor, and do all else necessary to complete the work in strict accordance with the specifications in the Request for Proposals, for the price quoted below:

TOTAL LUMP SUM PRICE... ........................................... $ 150,000

A detailed and itemized breakdown of this price is included in the accompanying proposal, per the specifications in the Request for Proposals.

In case this proposal is accepted, the undersigned is hereby bound to enter into contract within thirty (30) days after receipt of notice of acceptance of the above in accordance with the specifications.

In case this proposal is accepted, the undersigned is hereby bound to commence and complete all of the work included under this contract in such time and such manner as designated for the
various items he has contracted to supply.

In submitting this proposal, it is understood that the unrestricted right is reserved by FOW to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals, and it is agreed that this proposal may not be withdrawn for a period of at least sixty (60) days from date of opening thereof.

The undersigned hereby certifies that this proposal is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME ________________________________

SIGNATURE ________________________________

PRINT/TYPESIGNATURE ________________________________

TITLE ________________________________

OFFICIAL ADDRESS ________________________________

TAXIDENTIFICATION NUMBER ________________

Bidder will state below whether the bid is by an individual, partnership, or corporation.

________________________

Bidder will state below the name of the Bonding Company to be used in case of award, and name and address of local agent therefore.

BONDING COMPANY ________________________________

NAME OF AGENT ________________________________
ADDRESS
**ADDENDA**: Bidder agrees that the following Addenda(s) issued during the bid period have been received and considered in preparing this Proposal; and, agrees that failure to acknowledge such Addenda(s) may be a basis for rejection of bid.

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**BID MUST BE SIGNED FOR CONSIDERATION**

**ABSOLUTE ADHERENCE TO PROPOSAL FORM CLAUSE IS REQUIRED**
NON-COLLUSION AFFIDAVIT

I hereby affirm that (Name of Bidder)

has ( ) has not ( ) been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

________________________________________
NAME OF BIDDER

By:

________________________________________
(Signature)

(Title)

The bidder’s statement on this Affidavit that (he) (she) (it) has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years does not prohibit FOW accepting a bid from or awarding a contract to that person, but it may be grounds for administrative suspension or debarment in the discretion of FOW under the rules and regulations adopted by County Ordinance No. 99-1.

VERIFICATION

I______________________________, verify that the statements made in the (Name Of Affiant)

foregoing Noncollusion Affidavit are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 PA C.S. §4904 relating to unsworn falsification to authorities.

________________________________________
(Signature of Affiant)

Date: _______