

# REQUEST FOR PROPOSALS

## Pressed Materials Tech Hub Implementation 10-year Plan for North Central Pennsylvania

*North Central is a Strategy Development Grant recipient under the [EDA TECH HUBS Program](#)*

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**Submittals:** Proposals must be received electronically  
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## REQUEST FOR PROPOSALS

### PRESSED MATERIALS TECH HUB 10 YEAR IMPLEMENTATION PLAN FOR NORTH CENTRAL PENNSYLVANIA

#### I. PROJECT SUMMARY AND DESCRIPTION

The [North Central Pennsylvania Pressed Materials Strategy Development Consortium](#) is seeking a highly qualified consultant with extensive expertise in the pressed materials industry and a strong background in economic development. The selected consultant will provide professional and technical planning services to develop a cutting-edge and transformative 10-year Implementation Plan aimed at scaling the entire pressed materials ecosystem in North Central Pennsylvania.

#### **Project Overview**

This initiative represents a crucial step towards our goal of creating a globally competitive hub of excellence centered around the pressed materials industry in North Central Pennsylvania. By bringing together diverse public, private, and academic partners into collaborative consortia, the program aims to drive inclusive regional growth, build the workforce of the future, and deploy critical and emerging technologies. This effort will significantly enhance the region's contribution to the nation's economic competitiveness and national security.

#### **Implementation Plan Objectives**

The implementation plan is designed to transform North Central Pennsylvania into a global leader in the pressed materials industry within the next decade. By securing the necessary assets, resources, and capacity, we aim to unlock the region's full potential. Our focus is on developing a unified strategy that drives unprecedented industry growth, sparks innovative breakthroughs, and expands market reach. As a key component of the [EDA Tech Hubs program](#), this plan will position North Central Pennsylvania at the forefront of global competitiveness in the pressed materials sector.

#### **Vision for the Future**

The North Central Pressed Materials Consortium aspires to transform North Central Pennsylvania into the epicenter of innovation and excellence in the global pressed materials industry. This ambitious vision involves driving continuous technological advancement, fostering a dynamic and diversified industry ecosystem, and establishing strong connections within high-tech end-user markets. By leveraging strategic partnerships and cultivating a world-class workforce, the consortium aims to position the region as a leader in sustainable and cutting-edge manufacturing. This includes:

- Driving Continuous Technological Advancement: Coordinating with and supporting globally recognized research institutions to continuously commercialize research and technological innovations across the pressed materials industry.
- Fostering a Dynamic and Diversified Industry Ecosystem: Attracting new industry players, scaling existing ones, and enabling the growth of startups to enhance the region's pressed materials industry.
- Establishing Strong Connections with High-Tech End-User Markets: Connecting the regional supply chain to new, high-tech end-user markets, including electric vehicles, renewable energy, aviation, healthcare, semiconductors, and defense.
- Cultivating a World-Class Workforce: Attracting, developing, and maintaining a highly skilled workforce relevant to the pressed materials industry. This includes a commitment to promoting

diversity, equity, and inclusion through a broad spectrum of initiatives aimed at creating an inclusive and equitable workforce.

### **North Central Pennsylvania Regional Planning and Development Commission**

The North Central Pennsylvania Regional Planning and Development Commission (NCPRPDC) is the lead organization behind the North Central Pressed Materials Consortium and the lead behind this RFP (Request for Proposal). North Central is identified as a premier regional development organization that delivers a wide range of economic, community, infrastructure, human services, and technology programs for the region.

The region includes the six counties of: Cameron, Clearfield, Elk, Jefferson, McKean, and Potter. These counties are rich in industrial sites, are well known for the quality of their workforce, and provide excellent opportunities for businesses to relocate or expand their current operations here.

North Central works cooperatively with each community to streamline state, federal and regional services including community development, business financing, economic development, and transportation planning. Our vast network of partners works together to take maximum advantage of the numerous opportunities that exist to benefit everyone. North Central also utilizes the regional Comprehensive Economic Development Strategy (CEDS) to link Land Use, Transportation, and Economic Development.

### **North Central Pressed Materials Consortium**

The North Central Pressed Materials Consortium is a new collaborative initiative dedicated to fostering innovation and sustainable growth in the pressed materials industry within North Central Pennsylvania. This diverse consortium of public, private, and academic partners seeks to leverage the region's historic expertise to position it for global competitiveness. Building this ecosystem is essential as it enhances collaboration, drives technological advancements, and ensures sustainable industry development. By creating and engaging a robust network of partners, the consortium can pool resources, share knowledge, and address common challenges more effectively, leading to increased productivity and economic resilience.

In October 2023, the consortium successfully secured a Tech Hub Strategy Development Grant from the U.S. Economic Development Administration (EDA), which has provided essential funding and momentum. However, to ensure the effectiveness of this plan, it is vital to continuously gather evidence that demonstrates the ecosystem's support for the consortium's initiatives. This will involve ongoing engagement with consortium partners to validate and refine the ideas represented in the transformative strategic roadmap. Regular and ongoing consultations with partners will help pressure-test these ideas, ensuring they are robust, feasible, and aligned with the consortium's goals.

Currently, the consortium's diverse membership includes leading organizations such as Ben Franklin, PennTAP, Advantage Metal Powders, Clearfield Metal Technologies, Gasbarre Products, Hoganas, Horizon Technologies, TAT Technologies, Pennsylvania Powdered Metals, and several academic institutions like Penn State University - Materials Research Institute, Penn State DuBois, and the University of Pittsburgh at Bradford. Additionally, the consortium is supported by community and workforce development entities including the Community Education Center of Elk & Cameron Counties, St. Mary's School District, Workforce Solutions for North Central PA, and the PA Department of Community and Economic Development. Other notable participants are Freeform Technologies, Emporium Machining Technologies, NWIRC (Northwest PA Industrial Resource Center), and Thermistors Unlimited. Together, these partners and others who join, will

be crafting a strategic roadmap to enhance and transform the industry's innovation capabilities and ensure long-term economic vitality for the region.

### Regional Background

The initial study area will include the six-county region of Cameron, Clearfield, Elk, Jefferson, McKean and Potter. The region, which is situated in between the New York border in the North and Interstate 80 in the south, is within 250 miles of Harrisburg, Philadelphia, Buffalo, New York City, Baltimore, Washington, and Cleveland.

The primary transportation arteries that link our region to these cities are Interstate 80 running east to west along the southern part of the region and U.S. Route 219, which runs north to south through the middle of the region. U.S. Route 6 in Pennsylvania, which was named by National Geographic as one of America's most scenic drives, links communities near the region's northern border.

According to the 2020 Census the region has a land area of 5,028 square miles. As with most rural areas, the population is spread throughout the counties. The largest employers in the region are Manufacturing, Hospitals and Health Care, and educational Institutions.

### Pressed Materials Background

The Pressed Materials Industry in North Central Pennsylvania is a significant sector with a rich history, closely linked to the broader evolution of powder metallurgy (PM). ***The region is home to 64 companies actively involved in the pressed materials industry, representing approximately 40% of all such companies in the United States.*** Collectively, these companies employ thousands of skilled workers, making the industry a vital economic driver in the region. North Central Pennsylvania has leveraged its strategic location, regional universities' strengths in material science, decades of internal R&D, and a highly skilled workforce to become a hub for PM innovations. This area has been pivotal in advancing various PM processes, including press and sinter, metal injection molding (MIM), and metal additive manufacturing (AM). Local companies have played significant roles in developing advanced PM techniques and materials, especially as the automotive industry transitions to electric vehicles (EVs). This shift necessitates the development of soft-magnetic-composite (SMC) materials essential for electric motors and stronger, lightweight structural powder metal parts to replace heavier components in vehicles.

Furthermore, the region's PM industry has embraced sustainability, focusing on processes designed to reduce material use and recycle waste products into new materials. This commitment to a circular economy helps the local industry stay competitive by meeting current and future sustainability demands. The collaborative efforts of these companies, along with support from regional universities and community organizations, underscore the importance of building and maintaining a robust ecosystem to enhance innovation, economic resilience, and global competitiveness.

The region's PM industry has also embraced sustainability, with many processes designed to reduce material use and recycle waste products into new materials. This focus on a circular economy has helped the local industry stay competitive by meeting current and future sustainability demands ([MPIF](#)).



North Central Pennsylvania's PM sector continues to grow, adapting to new market demands such as EVs, defense, renewable energy, and aerospace applications. This growth is supported by continuous advancements in R&D, aimed at developing new technologies and improving existing processes to reduce costs and increase efficiency.

### **Workforce Development**

The workforce development ecosystem in North Central PA is both robust and collaborative, encompassing a diverse array of education and training providers. This includes major university branch campuses such as Penn State University DuBois and the University of Pittsburgh at Bradford, along with career and technology centers, community colleges, and private technical schools. Organizations like the Community Education Centers and the Northern PA Regional College extend post-secondary training opportunities across six counties, ensuring a comprehensive educational infrastructure.

The University of Pittsburgh at Bradford offers a 4-year B.S. in Mechanical Engineering Technology, while Penn State DuBois (PSUD) provides a 4-year B.S. in Applied Materials and a 2-year Associate of Engineering in Mechanical Engineering Technology.

Workforce Solutions for North Central PA, one of 22 Workforce Development Boards in the state, oversees a system designed to prepare individuals for employment, help workers advance in their careers, and ensure a skilled workforce. Federally funded through the Workforce Innovation and Opportunity Act (WIOA), this system aims to provide inclusivity by targeting populations with barriers to employment, such as individuals with disabilities, low-income groups, and the formerly incarcerated. By facilitating partnerships between educational institutions and local employers, Workforce Solutions promotes programs such as Registered Apprenticeships (RA), Pre-Apprenticeships, Incumbent Worker Training, and On-the-Job Training to address workforce recruitment and retention challenges by aligning educational programs with the evolving needs of local industries.

An exemplary initiative illustrating the connection to the Powder Metallurgy (PM) industry is the employer-driven Die Setter training program. Launched in 2016, this program was developed to meet the specific needs of the manufacturing sector and is sustained through continuous collaboration. This initiative was made possible through a Manufacturing Industry Partnership Grant awarded to Workforce Solutions by the PA Department of Labor and Industry, with local employers from Cameron, Clearfield, Elk, Jefferson, McKean, and Potter counties providing essential input to shape the training curriculum.

Workforce Solutions awarded funding to Penn State DuBois Continuing Education through a competitive process. PSU DuBois staff, along with representatives from eight manufacturing companies across the region, refined the curriculum, incorporating practical insights and creating relevant training materials, including pictures and videos. This collaboration has fostered a strong partnership, with the training program being offered to PA CareerLink® customers, job seekers with experience in the PM industry, and most recently, to a group of recent high school graduates in June 2024.

In addition to the Die Setter program, CNC Lathe training was developed through a similar collaborative process and is regularly offered to incumbent workers in the PM industry. These targeted training programs ensure that the workforce is well-prepared to meet the specific demands of the PM sector.

The Business and Education Partnership initiative further strengthens the workforce pipeline by providing students with practical exposure to local industries through job shadowing, company tours, and work-based learning opportunities.

Overall, the collaborative efforts within North Central PA's workforce development ecosystem not only address immediate workforce needs but also lay a foundation for sustainable economic growth. By aligning education and training programs with local labor market demands and fostering partnerships between stakeholders, the region is effectively positioned to meet the challenges of talent shortages and skill gaps in the PM industry and beyond.

## II. SCOPE OF WORK/SERVICES

### **Vision of the North Central Pressed Materials Consortium**

The North Central Pressed Materials Consortium envisions establishing North Central Pennsylvania as a global leader in the pressed materials industry by driving innovation, entrepreneurship, fostering sustainable growth, and enhancing regional economic resilience. Leveraging the region's historic expertise, strategic location, and collaborative ecosystem of industry leaders, academic institutions, and community organizations, the consortium aims to advance various PM processes, including press and sinter, metal injection molding (MIM), and metal additive manufacturing (AM), while embracing sustainability practices that reduce material use and recycle waste products. This ambitious vision involves driving continuous technological advancement, fostering a dynamic and diversified industry ecosystem, and establishing strong connections within high-tech end-user markets. By leveraging strategic partnerships and cultivating a world-class workforce, the consortium aspires to transform North Central Pennsylvania into the epicenter of innovation and excellence in the global pressed materials industry.

### **Consultant Collaboration for Ecosystem Enabling Projects**

The consultant will collaborate intensively with the North Central Pressed Materials Consortium to identify "8-10 transformative ecosystem enabling projects" that, if funded and implemented, will revolutionize the pressed materials ecosystem in North Central Pennsylvania. These ambitious and transformative projects are designed to significantly enhance the region's competitive edge and position the local industry as a global leader. The consultant will focus on identifying and strategizing actionable, high-impact, and ambitious projects, leveraging the unparalleled research capabilities of Penn State University and other premier academic institutions.

The implementation plan will pinpoint industry-related innovations in strategic areas such as advanced manufacturing processes, supply chain enhancements, workforce development initiatives, and sustainability practices. By prioritizing these projects and securing the support of the industry, the consortium aims to create a robust framework that supports the industry's growth, enhances competitiveness, and drives economic resilience in North Central Pennsylvania.

### **Primary Goals of the Project**

1. Drive Technological Innovation
2. Foster Sustainable Growth
3. Enhance Regional Economic Resilience
4. Position the Local Industry as a Global Leader

**The primary objectives of this project are to:**

- Engage existing industry partners, suppliers, resource partners, and customers (i.e., surveys, forums, etc.).
- Conduct a comprehensive SWOT analysis of the Pressed Materials Industry in North Central PA.
- Identify and engage new markets for both product applications and new products for the industry.
- Evaluate the industry's infrastructure and expansion potential by analyzing the current landscape, including facilities, equipment, intellectual property, and company ownership and decision-making structures. As local companies are increasingly being absorbed, develop a strategic engagement plan to navigate this evolving environment.
- Develop a comprehensive action strategy for industry growth that includes non-traditional opportunities, such as leveraging virtual simulations to accelerate the development of new products and materials through extensive virtual testing before creating physical prototypes.
- Evaluate the current industry infrastructure and establish a shared-use facility program, ensuring companies and stakeholders have access to advanced manufacturing equipment and resources through private and shared access facilities
- Assess new materials and technological advancements, and the feasibility of integrating new materials and technologies.
- Provide cost analysis and workforce development plans.

Examples of how the Consultant is expected to engage existing Industry Partners:

- Regular Industry Forums and Workshops: Organize forums and workshops where industry partners can share their insights, challenges, and opportunities. These events can include presentations from leading experts, panel discussions, and breakout sessions focused on specific topics such as new material applications or advanced manufacturing techniques.
- Collaborative Research Projects: Facilitate partnerships between industry partners and academic institutions like Penn State University to identify and undertake collaborative research projects. These projects can address specific industry challenges and explore new technologies, with findings shared across the consortium.
- Networking Events: Host regular networking events to foster relationships among industry partners, suppliers, and customers. These events can include informal meet-and-greets, site visits to partner facilities, and collaborative problem-solving sessions.
- Surveys and Feedback Mechanisms: Implement regular surveys and feedback systems to gather input from industry partners and community stakeholders (including local/county government, Chambers of Commerce, public focus groups, etc.) on their needs, priorities, and perspectives. This information will guide project development and ensure alignment with industry goals.
- Case Studies and Success Stories: Develop and share case studies and success stories that highlight the achievements and innovations of consortium members. These stories can serve as inspiration and provide practical insights into effective practices and strategies.

The following Scope of Work describes tasks and assigns each task to their respective responsible parties. The Consultant shall follow all pertinent local, State, and Federal laws and regulations. Major deliverables will be provided in Administrative Draft, Draft, and Final forms for consortium review. The consultant is expected to propose a detailed and unique approach to tasks, possibly recommending alternative approaches based on their expertise and understanding of funding sources, ensuring the most effective



and efficient achievement of desired outcomes and products.

The Consultant shall be responsible for the tasks and program/document requirements described above and in the following sections:

**Task 1. Project Initiation, Steering Committee Meetings, and Coordination**

The Consultant’s proposal shall include a task for project management and coordination. This task shall include a Kick-off meeting to be held with the Consortium Management Team and the selected Consultant team to identify any critical issues as background to the project. The Consultant Team will further refine project goals and objectives, timeline for the project, and study components.

This task should also include project management meetings to be held frequently throughout the project. As determined by the consortium’s project management team and consultant, meetings and other communications during the project may utilize teleconferencing and webinar formats.

The local project consortium management team, or Management Committee, will consist of designated industry leaders, workforce, education, economic development and NCPRPDC staff. The Consultant will be expected to work closely with the consortium’s management team, who will help to guide the project. NCPRPDC will be responsible for contract administration. The consultant should budget for multiple Management Committee meetings to be held at key points in the process. These can be in person or hybrid.

The Consultant Team will review and assess existing plans from the NCPRPDC, Penn State, Pressed Material Industry Documents, and other sources, conduct local field reconnaissance, gather existing conditions, and industry background data necessary to guide preparation of the Plan.

In addition, the Consultant Team will work with the Management Committee to identify the necessary plans and polices which will be analyzed throughout the planning process.

*Deliverables*

- *Kick-off meeting, project management team meetings, agendas, minutes*
- *Data Collection Plan*
- *Outreach Plan*

**Task 2. Stakeholder Collaboration and Engagement**

With Consultant support, the Pressed Materials Management Team will form a Stakeholder and Industry Advisory Group that will provide input on activities and key components of the study throughout the project using their vast industry knowledge. The Consultant shall provide professional expertise to the Consortium’s Regional Innovation Officer (RIO) to assist in considering the potential makeup of the advisory group and shall provide feedback on a draft Stakeholder Advisory Group contact list.

The Stakeholder and Industry Advisory Group may include, but not be limited to:

- Local Pressed Materials business managers/owners, suppliers and customers
- APMI – Global Professional Society for Powdered Metallurgy
- Metal Powder Industries Federation (MPIF)
- State agency representatives (e.g., DCED)
- Local MIM Material business managers/owner

- Local Additive Manufacturing business managers/owner
- Local Powder Manufactures managers/owner
- Out of the area Powder Suppliers managers/owner
- Workforce Development Board (Workforce Solutions)
- Educational Institutions
- Economic Development Districts
- Manufacturing Extension Partnerships
- Others

After the Consultant kick-off meeting with the management team, the Consultant and RIO shall plan a Stakeholder Advisory Group kick-off meeting. This meeting shall be used to introduce Consultant staff to advisory group members, define the role of the advisory group, explain the project development process, and set a meeting schedule. The Consultant shall develop meeting materials for the kickoff meeting, including meeting invitations, an outline and work plan for future Stakeholder Advisory Group meetings, an agenda, a description of work to be performed over the course of the project's development, and a description of the Stakeholder Advisory Group's role in the project. The Consultant shall maintain a Stakeholder Advisory Group contact sheet identifying the primary modes of contact for each participating member.

In addition to the initial Stakeholder Advisory Group kick-off meeting, the Consultant shall lead a minimum of four (4) Stakeholder Advisory Group meetings. Prior to each meeting, the Consultant shall prepare meeting invitations and reminders for the Stakeholder Advisory Group members. The Consultant shall present information on project activities, data analysis and research results and findings to the Stakeholder Advisory Group when appropriate. The Consultant shall provide an updated project timeline and identify milestones expected to be achieved prior to the following meeting. The Consultant will prepare and distribute minutes after each meeting.

#### *Deliverables*

- *Stakeholder Advisory Group kick-off meeting invitations*
- *Stakeholder Advisory Group meeting schedule*
- *Stakeholder Advisory Group membership contact sheet*
- *Stakeholder Advisory Group agendas, minutes, presentations, and action items*
- *Industry Forums and Workshops*
- *Networking Events*
- *Surveys and Feedback Mechanisms*

### **Task 3. SWOT Analysis**

The SWOT analysis should provide a comprehensive evaluation of the Pressed Materials Industry by identifying its internal strengths and weaknesses, as well as external opportunities and threats. This analysis will involve collecting data from industry stakeholders, suppliers and customers, conducting market research, and reviewing current industry practices and trends. The specific activities will include a detailed report outlining:

1. Strengths: An assessment of the industry's core competencies, technological advantages, market position, skilled workforce, and existing infrastructure.
2. Weaknesses: Identification of current limitations such as gaps in technology, workforce skill shortages, infrastructure deficiencies, and other internal challenges.

3. Opportunities: Exploration of potential growth areas including new markets, technological advancements, partnerships, and diversification into sectors such as EVs, defense, renewable energy, and aerospace.
4. Threats: Analyze external factors that could negatively impact the industry, including economic shifts, regulatory changes, competitive pressures, supply chain vulnerabilities, and the threat of ownership dynamics shifting from local control to mergers and acquisitions

The report will also include actionable recommendations to leverage strengths, mitigate weaknesses, capitalize on opportunities, and counteract threats, ensuring the industry is well-positioned for future growth and competitiveness.

#### *Deliverables*

- *Analyze strengths, weaknesses, opportunities, and threats of the Pressed Materials Industry*
- *Provide a detailed report with recommendations and action items based on the analysis*

#### **Task 4. Market Analysis and Engagement**

The market analysis and engagement component should focus on identifying and understanding new and emerging markets for the Pressed Materials Industry, as well as devising strategies to effectively engage these markets. This will involve comprehensive research on market trends, customer needs, competitive landscape, and potential barriers to entry. Additionally, the analysis should include a focus on diversity, equity, and inclusion efforts to ensure that the region's economy is accessible and beneficial to as many community members as possible. This comprehensive approach will help in understanding how to better serve diverse customer bases and foster an inclusive economic environment. Specific activities will include:

- **Market Identification Report:** Conduct a detailed analysis of potential new markets, including geographic, demographic, and sectoral insights. Focus on areas such as EVs, defense, renewable energy, healthcare and aerospace, and consider defining new markets in terms of new product applications.
- **Customer and Competitor Analysis:** In-depth examination of customer preferences, buying behaviors, and key competitors in the identified markets.
- **Market Engagement Strategy:** A tailored strategy outlining steps to effectively enter and engage with new markets, including marketing, sales, partnership development, and customer relationship management plans.
- **Implementation Roadmap:** A step-by-step action plan with timelines, milestones, and key performance indicators (KPIs) to track the progress of market engagement efforts.
- **Conduct an analysis on diversity, equity, and inclusion efforts to ensure that the region's economy is accessible to as many members of the community as possible**

#### *Deliverables*

- *A detailed report on current and emerging market trends, highlighting potential growth areas and emerging markets for the pressed materials industry*
- *Customer Needs Analysis Report*
- *An analysis of potential barriers to entry in new markets, including regulatory, economic, and technical challenges.*
- *A strategy outlining how to ensure that market engagement efforts promote diversity, equity, and inclusion, making the region's economy accessible to a broad spectrum of community members*

- *A comprehensive plan detailing strategies to engage new and emerging markets effectively, including targeted marketing, partnership opportunities, and community engagement initiatives.*
- *A clear roadmap outlining actionable steps for market entry and engagement, including timelines, responsible parties, and resource requirements*

These deliverables will equip the Pressed Materials Industry with the insights and strategies needed to expand its market footprint and enhance its competitive position on a global scale. Additionally, it should assess the needs and opportunities for research and development of new technologies and their associated costs, recognizing the crucial role of R&D in the industry's growth

### **Task 5. Risk Mitigation Planning**

Risk mitigation planning is essential for ensuring the resilience and sustainability of the pressed materials industry in North Central Pennsylvania. The primary goal of this task is to identify potential risks that could impact the industry, assess their likelihood and potential impact, and develop strategies to manage or mitigate these risks. This proactive approach helps in maintaining operational continuity, safeguarding investments, and enhancing the overall stability of the industry. Specific activities will include:

- Conduct comprehensive risk assessments to identify potential threats to the industry. This includes analyzing internal and external factors that could affect the industry's operations and growth.
- Rank identified risks based on their severity and likelihood. This prioritization will guide the focus on the most critical risks that require immediate attention.
- Formulate strategies to mitigate identified risks. This includes preventive measures, contingency plans, and crisis management protocols.
- Establish a monitoring system to regularly review the effectiveness of risk mitigation strategies.

#### *Deliverables*

- *A detailed Risk Assessment Report outlining identified risks, their potential impact, and likelihood of occurrence and detailing specific actions, responsible parties, timelines, and resources required for each risk mitigation strategy.*
- *A Risk Prioritization Matrix that categorizes risks into high, medium, and low priority*
- *A Progress Report with specific action items to track the implementation of mitigation measures*

### **Task 6. Action Strategy Development**

The action strategy development should be ambitious and provide a structured and detailed roadmap for the Pressed Materials Industry to achieve its strategic goals and objectives over the next decade. This will involve translating insights from the SWOT analysis and market engagement findings into actionable steps. Specifically, the strategy will focus on identifying "8-10 transformative ecosystem enabling projects" that, if funded and implemented, would significantly bolster the pressed materials ecosystem in the North Central Pennsylvania region. Specific activities will include:

- **Strategic Action Plan:** A comprehensive and ambitious plan outlining short-term, mid-term, and long-term goals, along with specific initiatives to achieve these goals.
- **Implementation Framework:** A detailed framework that includes timelines, milestones, action items and assigned responsibilities for each strategic initiative.
- **Resource Allocation Plan:** Identification of necessary resources, including financial, human, and technological assets, along with a budget plan to support the implementation of the strategy.

- Performance Metrics: A set of key performance indicators (KPIs) and metrics to monitor and measure the progress and success of the strategy over time.
- Risk Management Plan: Identification of potential risks and challenges, along with mitigation strategies to ensure successful implementation.
- Develop a framework to support entrepreneurship and startups within the pressed materials industry. This includes identifying potential financing mechanisms, which may or may not already exist in the region and exploring new funding opportunities.
- Identify and develop 8-10 transformative projects that, if funded and implemented, would significantly enhance the pressed materials ecosystem. These projects could involve advanced manufacturing technologies, supply chain improvements, sustainability initiatives, or workforce development programs.
- Identify and spearhead 8-10 groundbreaking projects that, if funded and implemented, will revolutionize the pressed materials ecosystem. These visionary projects will encompass cutting-edge manufacturing technologies, transformative supply chain innovations, pioneering sustainability initiatives, and comprehensive workforce development programs, collectively propelling the industry to unprecedented levels of global leadership and competitiveness.

This strategic action plan will provide a clear and actionable path forward, enabling the Pressed Materials Industry to navigate its growth trajectory effectively and establish itself as a global leader.

#### *Deliverables*

- *Establish a detailed, step-by-step action strategy for industry implementation*
- *Include short-term, mid-term, and long-term goals with implementable action items*
- *A Resource Allocation Plan outlining the required resources and budget.*
- *Outline key performance indicators (KPIs) to measure progress and methods for tracking progress*
- *A Risk Management Plan detailing the risks and corresponding mitigation strategies*
- *An Entrepreneurship and Startup Support Plan, detailing potential financing mechanisms, mentorship programs, incubation services, and partnerships with venture capital firms and other funding sources.*
- *Project Identification Report that details the 8-10 ecosystem enabling projects, complete with project descriptions, potential impact assessments, and funding requirements.*

#### **Task 7. Feasibility Studies and Infrastructure Evaluation**

The feasibility studies and infrastructure evaluation should critically assess the current state of the Pressed Materials Industry's infrastructure and identify the necessary upgrades and expansions required to support future growth. This component will address both the immediate and long-term needs of the industry, particularly in expanding into sectors such as EVs, defense, renewable energy, and aerospace. Specific activities will include:

- Feasibility Study Report: Comprehensive analyses of industry shortfalls, potential growth opportunities, and viability of proposed projects, including economic, technical, and operational feasibility. This report should also evaluate the role of rare earth elements, critical minerals, hydrogen, and solar technologies in supporting industry advancements.
- Infrastructure Assessment: Detailed evaluation of the existing infrastructure, highlighting strengths and identifying gaps or limitations in facilities, equipment, and technology. This report should also evaluate the role of critical minerals, hydrogen, and solar technologies in supporting industry advancements

- **Expansion Requirements:** Identification of specific infrastructure improvements and expansions needed to support entry into new markets and adoption of advanced materials and technologies to include critical minerals, hydrogen and solar.
- **Cost-Benefit Analysis:** Detailed cost estimates for recommended infrastructure projects, along with a benefit analysis to justify investments.
- **Implementation Plan:** A step-by-step plan outlining the necessary actions, timelines, and resources required to upgrade and expand the industry's infrastructure.

These deliverables will provide the Pressed Materials Industry with a clear understanding of its current capabilities and a strategic roadmap for infrastructure enhancements, ensuring the industry is well-equipped to meet future demands and opportunities.

#### *Deliverables*

- *Conduct feasibility studies to identify industry shortfalls*
- *Evaluate existing industry infrastructure*
- *Determine infrastructure needs for expansion into EVs, defense, renewable energy (including solar), and aerospace sectors*
- *Assess the role and integration of critical minerals*
- *Evaluate the potential of hydrogen to support the industry*

#### **Task 8. Assessment of New Materials and Technologies**

The assessment of new materials and technologies should focus on identifying and evaluating advanced materials and cutting-edge technologies that can enhance the competitiveness and innovation of the Pressed Materials Industry. This assessment will cover a range of materials such as soft magnetic components, lean alloys, titanium, iron, copper, tool steels, and machining additives, as well as rare earth elements and critical minerals. Additionally, advancements in automation, data monitoring, and alternative advanced materials. Specific activities will include:

- **Materials Evaluation Report:** Comprehensive analysis of the properties, applications, and benefits of new materials, including their potential impact on the industry.
- **Technology Assessment Report:** Detailed examination of emerging technologies, focusing on their feasibility, integration potential, and expected benefits for production processes and product innovation.
- **Comparative Analysis:** Side-by-side comparison of new materials and technologies with current industry standards, highlighting improvements in performance, cost-efficiency, and sustainability.
- **Implementation Strategy:** A strategic plan for adopting and integrating these new materials and technologies into existing processes, including required investments, timelines, and resource allocation.
- **Impact Analysis:** Assessment of the potential economic, environmental, and operational impacts of adopting new materials and technologies, providing a clear understanding of the benefits and challenges.

These deliverables will equip the Pressed Materials Industry with the knowledge and strategies needed to leverage new materials and technologies, driving innovation, efficiency, and competitiveness in the global market.

*Deliverables*

- *Evaluate the potential of new materials such as soft magnetic components, lean alloys, titanium, iron, copper, tool steels, machining additives, rare earth materials, and critical minerals as well as advancements in automation, data monitoring, and advanced materials*
- *Provide a report on the feasibility and potential impact of these materials*

**Task 9. Cost Analysis and Project Planning**

The cost analysis and project planning component should provide a detailed financial roadmap to support the strategic initiatives of the Pressed Materials Industry. This will involve analyzing the costs associated with the 8-10 transformative ecosystem enabling projects, determining funding requirements, and developing comprehensive project plans to ensure successful implementation. Specific actions will include:

- **Cost Analysis Report:** Detailed breakdown of the costs involved in implementing strategic initiatives, including capital expenditures, operational expenses, and potential funding sources.
- **Budget Plan:** Comprehensive budget outlining the allocation of resources across various projects, ensuring financial feasibility and sustainability.
- **Project Plans:** Detailed plans for each strategic initiative, including objectives, timelines, milestones, resource requirements, and key performance indicators (KPIs).
- **Financial Projections:** Long-term financial projections to assess the potential return on investment (ROI) and economic impact of the proposed projects.
- **Funding Strategy:** Identification of potential funding opportunities, including grants, partnerships, and investment options, along with a plan to secure necessary funding.

These deliverables will provide a clear and actionable financial strategy, ensuring that the Pressed Materials Industry has the necessary resources and plans in place to achieve its strategic goals and maintain financial health.

*Deliverables*

- *Conduct a comprehensive cost analysis for potential projects*
- *Develop detailed project plans with cost estimates for 8-10 ecosystem enabling projects*
- *Provide recommendations for funding and resource allocation*

**Task 10. Workforce Development**

The workforce development component is crucial for addressing the critical need for a skilled and adaptable workforce to support the strategic growth and innovation of the Pressed Materials Industry. This initiative involves assessing current workforce capabilities, identifying skill gaps, opportunities for automation, and developing comprehensive training and development programs to ensure a steady pipeline of qualified professionals. Specific actions will include:

- **Workforce Assessment Report:** Detailed analysis of the current workforce, including skills inventory, demographic trends, and identification of skill gaps and future workforce needs and opportunities for automation.
- **Training and Development Plan:** A detailed Training and Development Plan that includes specific training programs, schedules, and collaboration frameworks with educational institutions.

- **Recruitment Strategy:** A strategic plan for attracting and retaining top talent, including outreach to educational institutions, industry partnerships, and launching initiatives to enhance the industry's attractiveness to potential employees.
- **Career Pathways Framework:** Development of clear career pathways and progression opportunities within the industry to support employee growth and retention (i.e., Facilitate internship and co-op programs that allow students to gain hands-on industry experience; Offer apprenticeship programs and technical certifications in PM processes; Create internship and apprenticeship opportunities to build a pipeline of future employees.
- **Workforce Sustainability Plan:** Long-term plan to ensure a sustainable and resilient workforce, including strategies for continuous learning, diversity and inclusion initiatives, and adaptation to technological advancements.

These deliverables will provide the Pressed Materials Industry with a robust framework to develop and sustain a skilled workforce, essential for driving innovation, productivity, and competitive advantage in the global market. By integrating the efforts of higher education, vocational/technical schools, and industry partners, the workforce development component aims to create a dynamic and resilient talent pool ready to meet future challenges and opportunities

#### *Deliverables*

- *Comprehensive Workforce Assessment Report that highlights the current workforce capabilities, skill gaps and future needs*
- *Develop a workforce development plan that includes specific training programs, schedules and collaborative frameworks with educational institutions*
- *A Recruitment Strategy document detailing methods for talent acquisition and retention, and partnerships with schools and industry stakeholders.*
- *A Workforce Sustainability Plan detailing long-term strategies for workforce development, sustainability, and inclusion.*

#### **Task 11. Local Material Development and Market Expansion**

The local material development and market expansion component should focus on the feasibility of sourcing and developing materials locally to strengthen the supply chain and exploring new markets to broaden the industry's footprint. This involves identifying local material resources, assessing their viability, and creating strategies to enter and thrive in new markets. Specific deliverables will include:

- **Local Material Resource Assessment:** Comprehensive analysis of locally available materials, evaluating their quality, availability, and potential for use in the Pressed Materials Industry. This includes assessing new materials, rare earth elements and critical minerals that can support the industry.
- **Material Development Plan:** Strategic plan for developing and utilizing local materials, including investment requirements, technology needs, and collaboration with local suppliers and research institutions.
- **Market Expansion Strategy:** Develop a detailed strategy for entering new markets, including market research, competitive analysis, and tailored marketing and sales approaches. Additionally, assess the needs and opportunities for research and development of new technologies and their associated costs, recognizing the crucial role of R&D in the industry's growth
- **Implementation Roadmap:** Step-by-step action plan outlining the timeline, key milestones, and resources needed to develop local materials and expand into new markets.



- Impact and Feasibility Report: Analysis of the economic, environmental, and operational impacts of local material development and market expansion, providing insights into feasibility and potential benefits.

These deliverables will equip the Pressed Materials Industry with a strategic approach to enhancing local supply chains and capitalizing on new market opportunities, fostering sustainable growth and global competitiveness.

*Deliverables*

- *Develop strategies for sourcing and developing materials locally, including rare earth elements and critical minerals.*
- *Identify potential new markets for industry expansion*
- *Provide a plan to expand the industry's footprint*

**References:**

- [State of the PM Industry in North America—2023](#)
- [MPIF Industry Roadmap](#)
- [Center for Critical Minerals](#)
- [2023 PM Industry Roadmap](#)

**III. BUDGET**

The consultant will be paid for actual time and expenses on a reimbursement-based contract up to the amount provided for each task in the final project budget – up to a total of \$285,000. Billing rates should be guaranteed for the life of the contract. NCRPDC shall approve all interim work products before payment.

**IV. CONTACT**

All questions should be submitted in writing and must be received by the close of business of September 15, 2024. Answers to questions or RFP Addendums will be posted on the RFP page of the NCRPDC website at <https://www.ncentral.com/request-for-proposals/>

Questions should be directed to: **John Williams**  
Regional Innovation Officer  
[jcw5919@psu.edu](mailto:jcw5919@psu.edu)

**V. PROJECT TIMETABLE**

July 25, 2024,.....	Issue Request for Proposals
August 15, 2024, .....	Questions Due
September 15, 2024,.....	Closing date for receipt of proposals
September 20, 2024,.....	Conduct interviews, if required
September 26, 2024,.....	NCRPDC Meeting, Contract award
October 1, 2024,.....	Kick-off meeting, project begin
June 30, 2025,.....	Project Completion

Proposals must be received electronically by email no later than **4:00 p.m. on September 15, 2024**, to: [amy@ncentral.com](mailto:amy@ncentral.com)

Proposals must be submitted by email with the subject titled “**PROPOSAL FOR PRESSED MATERIALS 10 YEAR IMPLEMENTATION PLAN.**” NCRPDC will not be liable or responsible for any late delivery of proposals. Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name, as well as that of proposer subcontractors, does not appear on the Controller General’s list of ineligible contractors for federally assisted projects.

## **VI. GENERAL CONDITIONS**

### **A. Limitations**

This Request for Proposal (RFP) does not commit NCRPDC to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. The North Central Pennsylvania Regional Planning and Development Commission expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. NCRPDC reserves the right to withdraw this RFP at any time without prior notice. Further, the NCRPDC reserves the right to modify the RFP schedule described above.

### **B. Award**

The NCRPDC may ask RFP finalists to provide oral presentations regarding their firm and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. NCRPDC also reserves the right to award the contract without discussion, based upon the initial proposals.

NCRPDC reserves the right to waive any irregularity or informality in any proposal or in the RFP process, if, in the judgment of NCRPDC, such action will not negate fair competition and will permit proper comparative evaluation of the proposal submitted.

NCRPDC reserves the right to award the contract to the firm who presents the proposal which, in the judgment of NCRPDC, best accomplishes the desired results.

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda by the NCRPDC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine

and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

**D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of NCPRPDC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

**E. Pre-contractual Expense**

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP.
- 2) Submitting proposals to NCPRPDC.
- 3) Negotiations with NCPRPDC on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, NCPRPDC shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. NCPRPDC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

**F. Signature**

The proposal will also provide the following information: name, title, address, and telephone number of individuals with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by October 1, 2024.

**G. Term**

This contract shall go into effect when signed by both parties, and the CONTRACTOR shall commence work after notification to proceed by NCPRPDC's Project Manager. All work shall be completed, and the contract shall end on June 30, 2025 ("the termination date"), unless extended by contract amendment.

**H. Fiscal Out Clause**

The Agreement may be terminated at any time, without further liability other than payment for services incurred up until the date of termination.

**I. Insurance**

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the North Central Pennsylvania Regional Planning and Development commission as an additional insured.

**J. Contract Arrangements**

The proposer's firm is expected to execute a contract similar to NCPRPDC's Professional Services Agreement, a sample of which is included as Attachment A. This sample contract is for reference to the anticipated terms and conditions governing NCPRPDC and the successful proposer. NCPRPDC reserves the right, in its sole discretion, to add, delete, or modify or negotiate additional terms and conditions to the attached contract.

- 1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Government that minority-and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. NCPRPDC will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
- 2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EDA-assisted contracts.
- 3) Title VI of the Civil Rights Act of 1964: The contractor agrees in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 4) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be 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, including apprenticeship.

#### **K. Conflict of Interest**

Firms submitting proposals in response to this RFP must disclose to NCPRPDC any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

#### **L. Proposal Format**

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this

RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-5 below) and a cost proposal (item 6).

**1) Transmittal Letter**

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation.

**2) Introduction**

A brief description of the proposer's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and annual gross receipts of the firm. Please include a statement of the firm's qualifications for performing the subject consulting services. Include a brief description of the firm's recent experience in performing similar services for other agencies or companies.

The proposal must also include discussion of the consultant's affirmative action policy, use of DBEs in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest. This project has a 5% DBE Goal

**3) Technical Approach**

Technical approach should include:

- a) Demonstration of understanding of the project.
- b) Scope of work: Present the approach with deliverables (See Section II). Include method of communication with NCPRPDC and local agency project managers.
- c) Schedule: Project schedule with milestones and proposed products/deliverables. Include a chart with start and end months.

*Note: Due to secured funding for this project, it is anticipated that 100% of the funding and project should be completed by June 30, 2025*

**4) Project Management and Personnel**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely, and that the quality of the products will meet NCPRPDC's requirements.

Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), and what tasks each professional will perform. This item includes qualifications of any sub-consultants to be retained to carry out this project.

A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

**5) References**

Provide a description of previous projects that significantly relate to your qualifications for this

project. Provide names, addresses, and telephone numbers for at least three clients for whom your firm provided services comparable to those described in this RFP. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor as they relate to their proposed tasks in this project.

**6) Cost Proposal**

The cost proposal should be submitted as a separate electronic file. The cost proposal shall describe both the hourly rate for principal(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly. Cost proposal should show amount budgeted per task. Payment for services under this agreement shall be made as tasks and deliverables are completed up to a total contract of \$285,000.

**7) Number of Copies**

The proposer must submit one signed electronic copy in PDF format of the Technical Proposal (Items 1-11) and one electronic copy in PDF format of the Cost Proposal (Item 6) in response to this Request for Proposals.

All proposals shall be received no later than **4:00 p.m., September 15, 2024**, electronically to [amy@ncentral.com](mailto:amy@ncentral.com). All electronic submittals shall be clearly marked **“Pressed Materials Tech Hub Implementation 10-year Plan.”** Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of NCRPDC. All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing prior to the date and time specified for receipt of proposals.

**M. Contract Comments**

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of the NCRPDC Sample Agreement for Professional Services (Attachment A). Please note that the NCRPDC reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that the NCRPDC considers non-negotiable. The NCRPDC does not anticipate making substantive changes to its Terms and Conditions.

**VII. PROPOSAL EVALUATION AND SELECTION**

A proposal review panel made up of members of the Pressed Materials Strategy Development Consortium will evaluate the proposals. Proposers may be telephoned and asked for further information and may be expected to appear for oral interviews, if necessary. References and/or previous clients may also be called. The panel will make recommendations to the NCRPDC based on the proposal, oral interview (if needed), and reference checks. NCRPDC reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of project requirements, including local, state, and federal requirements and

mandates as it relates to this project (10)

- Approach to the scope of work/ services to be performed and project schedule (30)
- Specialized experience, qualifications and technical competence as related to the services requested (25)
- Experience performing similar work for similar size jurisdictions and demonstrated understanding of rural context including issues and challenges specific to rural regions as it relates to this project (25)
- Cost estimate and relative allocation of resources to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output. (10)
- Total (100)

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

#### **VIII. PAYMENT SCHEDULE AND INVOICING**

Invoices shall be submitted by the CONTRACTOR as tasks and deliverables are completed. Payment to the CONTRACTOR shall be made within thirty (30) days after the NCPRPDC receives funds from its funding sources and approves said invoices, unless otherwise notified by NCPRPDC. This is a reimbursement contract. Each invoice should be accompanied by a progress memo detailing the work completed by task, showing the percentage complete and deliverables submitted. DBE work and costs must be clearly identified on each invoice.

**ATTACHMENT A****SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES****NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION**

THIS AGREEMENT made and entered into effective **DATE**, by and between NORTH CENTRAL PENNSYLVANIA REGIONAL PLANNING AND DEVELOPMENT COMMISSION, a 501C3 non-profit agency, hereinafter referred to as the NCPRPDC, and **CONTRACTOR**, hereinafter referred to as the CONTRACTOR.

**I. WORK TO BE DONE:**

**BRIEF PROJECT DESCRIPTION**. The scope of work shall include the specific tasks to be performed, work products, milestones and a schedule of completion for the project, as described in the Scope of Work, Attachment "A", appended hereto and incorporated herein by this reference. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines.

**II. TIME OF PERFORMANCE:**

The CONTRACTOR shall commence work immediately and shall complete the performance of its obligations under the Scope of Work (Attachment "A") within the time allowed unless an extension of time is granted in writing by the NCPRPDC. The CONTRACTOR shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. All work shall be completed and documents, plans and other deliverables provided to NCPRPDC no later than **DATE**.

**III. PAYMENT FOR SERVICES:**

- A. For the services described herein, the CONTRACTOR shall be compensated on a flat fee basis as described in the Attachment "B", Fee Schedule, for a total fee not-to-exceed **AMOUNT** Dollars (**\$00.00**). Said amount shall be in compensation for all of CONTRACTOR'S expenses incurred in the performance of work under this Agreement, including all costs of labor, travel, and per diem. In no event shall NCPRPDC be liable for any payments or costs for work in excess of this amount, less any retention for administrative costs. In no instance shall NCPRPDC be liable for any unauthorized or ineligible costs. In the event any costs or payments are determined to be unauthorized or ineligible, CONTRACTOR shall immediately reimburse NCPRPDC such amounts.
- B. NCPRPDC and CONTRACTOR recognize that the funds for the services to be rendered by CONTRACTOR are being provided by a grant funded by the Economic Development Administration (EDA). NCPRPDC is facilitating the grant and in no event shall NCPRPDC be liable to CONTRACTOR out of its own funds. CONTRACTOR shall be paid solely from the funds associated with the **GRANT**.
- C. Invoices shall be submitted by the CONTRACTOR at monthly intervals and payment to the



CONTRACTOR shall be made within thirty (30) days after the NCPRPDC receives and approves said invoices and funds are received from the **GRANT**.

The CONTRACTOR shall maintain accounting records and any other evidence pertaining to the work performed and costs incurred on the project and shall make the records available to the NCPRPDC, or their duly authorized representatives during the AGREEMENT period and for a period of four (4) years from the date of final payment. The CONTRACTOR will maintain all communication records with claimants and submit as evidence to the NCPRPDC upon invoice of additional estimated fees due to inadequate claimant response times and/or efficiency.

#### **IV. COVENANT AGAINST CONTINGENT FEES:**

The consultant warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the NCPRPDC shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **V. STANDARD OF CARE; LICENSES:**

All work, documents, and products shall be in conformity with applicable State and Federal regulations and shall be consistent with the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR'S field of expertise. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

#### **VI. ENTIRE AGREEMENT; CHANGES IN SERVICES:**

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No substantial change in the character or extent of the services to be performed by the CONTRACTOR shall be made except by an amendment to this Agreement, in writing and in advance of changes in services, between the NCPRPDC and the CONTRACTOR. Said written amendment to the Agreement shall set forth the proposed changes of services, adjustment of time, and adjustment of the cost to be paid by the NCPRPDC to the CONTRACTOR, if any.

#### **VII. TERMINATION OR ABANDONMENT:**

- A. The NCPRPDC reserves the right, by giving advance written notice to the CONTRACTOR, to terminate this AGREEMENT or to suspend or abandon all or a portion of the project and all work connected therewith.

- B. If all or a portion of the work covered by this AGREEMENT is suspended or abandoned by the NCRPDC, the NCRPDC shall pay the CONTRACTOR only for services rendered or expenses incurred under this AGREEMENT through the date of termination, suspension, or abandonment. The payment shall be based insofar as possible on the amounts established in this AGREEMENT, or, where the AGREEMENT cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage or portion of work completed.

### VIII. PROJECT MANAGERS; NOTICES:

NCRPDC's Project Manager for this Agreement is the Executive Director of the NCRPDC or her designee, unless NCRPDC otherwise informs CONTRACTOR. CONTRACTOR'S Project Manager for this Agreement is **FILL IN**. No substitution or change of CONTRACTOR'S Project Manager is permitted without the prior written approval of NCRPDC.

Any and all notices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid addressed to:

James E, Chorney, Executive Director	<b>PROJECT MANAGER</b>
NCRPDC	<b>CONTRACTOR</b>
49 Ridgmont Drive	<b>ADDRESS2</b>
Ridgway, PA 15853	
Phone: (814) 773-3162	<b>Phone:</b>
Fax: (814) 772-7045	<b>Fax:</b>

### IX. INDEPENDENT CONTRACTOR:

The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance of this Agreement, shall act as and be independent contractors to NCRPDC. Except as specified in Attachment "A" (Scope of Work) or otherwise expressly delegated by NCRPDC, CONTRACTOR, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit NCRPDC to any decision or course of action, and shall not represent to any person or business that they have such power. CONTRACTOR has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation, and discharge of all persons assisting CONTRACTOR in the performance of services under this Agreement. CONTRACTOR shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

### X. INDEMNITY AND INSURANCE:

The CONTRACTOR agrees to defend, indemnify, and hold harmless the NCRPDC, its directors, officers, agents, employees, and representatives, from and against any and all claims, actions, demands, costs, damages, liabilities, or losses (collectively "Losses") to property or persons, including wrongful

death, in any manner arising from, or in connection with, the performance by the CONTRACTOR or its agents, officers, employees, representatives, or contractors, under this Agreement, insofar as such losses result from or are in any manner connected with the CONTRACTOR'S negligent, reckless, or willful act or omission. THE CONTRACTOR shall pay all costs that may be incurred by NCRPDC in enforcing this indemnity, including reasonable attorney's fees. CONTRACTOR'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by NCRPDC or its directors, officers, agents, employees, and representatives. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT, a policy of commercial liability insurance, in a form at least as broad as Insurance Services Office (ISO) Commercial General Liability Occurrence Form, issued by an admitted insurance company acceptable

to NCRPDC, and naming the NCRPDC, its Directors, Officers, Agents, Employees, and Representatives as additional insureds in amounts not less than:

1. \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
2. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least \$2,000,000.

The above referenced policy of commercial liability insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder or should any such policy be cancelled before completion of said work, NCRPDC may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due CONTRACTOR.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of automobile liability insurance, in a form at least as broad as ISO Commercial Automobile Liability Form, issued by an insurance company acceptable to NCRPDC in the minimum amount of \$1,000,000 bodily injury/property damage per accident.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation, including \$1,000,000 of employer's liability insurance, issued by an insurance company acceptable to NCRPDC for the protection of CONTRACTOR'S employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

The CONTRACTOR, at his/her/its own cost and expense, shall procure and maintain during the performance of this AGREEMENT a policy of professional liability insurance, issued by an insurance company acceptable to NCRPDC in the minimum amount of \$1,000,000 per claim.

Before the CONTRACTOR shall commence work under this AGREEMENT and before any

subcontractor shall commence work under any subcontract executed pursuant to this AGREEMENT, CONTRACTOR shall deposit an original Certificate of Insurance evidencing each policy of insurance required by this AGREEMENT with NCPRPDC and also containing the following:

1. Thirty (30) days prior written notice to NCPRPDC of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate of Insurance; and
2. The following statement with respect to the Commercial General Liability policy: "NCPRPDC and its directors, officers, employees, agents, and representatives, are made additional insureds, but only insofar as performance under this Agreement is concerned.

#### **XI. GENERAL COMPLIANCE WITH LAWS:**

The CONTRACTOR shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT.

#### **XII. SUBLETTING AND PERSONNEL ASSIGNMENTS:**

The CONTRACTOR acknowledges and agrees that the subletting or transfer of any portion of the services covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

#### **XIII. NONDISCRIMINATION**

During the performance of the work covered by this AGREEMENT, the CONTRACTOR shall comply with applicable provisions of the Civil Rights Act of 1964.

The prospective contractor's signature affixed hereon and dated shall constitute a certification, under the penalty of perjury under the laws of the Commonwealth of Pennsylvania

#### **XIV. SUCCESSORS AND ASSIGNS:**

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

#### **XV. SEVERABILITY:**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

#### **XVI. HEADINGS:**

The headings of the various sections of this Agreement are intended solely for convenience of

reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

**XVII. AUTHORITY:**

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

**XVIII. COUNTERPARTS:**

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

**XIX. GOVERNING LAW; FORUM:**

This Agreement shall be administered and interpreted under Pennsylvania law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of the Commonwealth of Pennsylvania.

**XX. WAIVER:**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of NCPRPDC to enforce at any time the provisions of this Agreement or to require at any time performance by the CONTRACTOR of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of NCPRPDC to enforce these provisions.

**XXI. ATTORNEYS' FEES AND COSTS:**

If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

**XXII. GENERAL TERMS AND CONDITIONS:**

CONTRACTOR agrees to comply with the General Terms and Conditions attached hereto as Attachment "C" and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

**North Central Pennsylvania Regional**

**Planning and Development Commission**  
("NCPRPDC")

**CONTRACTOR**  
("Contractor")

By \_\_\_\_\_

James E. Chorney  
Executive Director

By \_\_\_\_\_

**PROJECT MANAGER**  
Project

Manager

**Attachment "B"**

**SCOPE OF WORK**

The final Scope of Work will be negotiated between the NCPRPDC and Consultant.

**Attachment "C"**

**FEE SCHEDULE**



## Attachment "D"

### General Terms and Conditions

#### 1. Non-Discrimination

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Pennsylvania Human Relations Act and the applicable regulations promulgated thereunder (Pennsylvania Code of Regulations). Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- c. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:
  - Withholding monthly progress payments.
  - Assessing sanctions.
  - Liquidated damages
  - Disqualifying the contractor from future bidding as non-responsible

The contractor must make available to the EDA contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from EDA. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

**2. Prompt Payment**

- a. Prompt Progress Payment to Subcontractors. The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the NCPRPDC to subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NCPRPDC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
  
- b. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the NCPRPDC of progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the NCPRPDC's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in the Pennsylvania Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**3. Release Of Retainage**

The Contractor agrees further to release retainage payments, if any, to each Sub-Contractor within 30 days after the Sub-Contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NCPRPDC. This clause applies to both DBE and non-DBE Sub-Contractors.

**4. National Labor Relations Board Certification.**

Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the National Labor Relations Board.

**5. Americans with Disabilities Act (ADA) of 1990.**

By signing this Agreement, Contractor assures the NCPRPDC that it complies with the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**6. Drug-Free Certification.**

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the Commonwealth of Pennsylvania that Contractor will comply with the requirements of the Drug-Free Workplace Act and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or the organization's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, & employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Contractor who works under this Agreement shall:
  - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

**7. Accounting Records.**

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

**8. Ownership of Materials; Confidentiality.**

- a. Documents & Data. This Agreement creates an exclusive and perpetual license for NCPRPDC to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are

prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”).

The contractor shall require all subcontractors to agree in writing that NCPRPDC is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Contractor shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports, or lengthy passages of text are included in each work product, the document shall be prepared in Microsoft Word or in a format compatible with Word or as directed by the NCPRPDC.

NCPRPDC may permit copyrighting reports or other agreement products. If copyrights are permitted, the agreement shall provide that the EDA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

- b. Intellectual Property. In addition, NCPRPDC shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Contractor under this Agreement.

The NCPRPDC shall have and retain all rights, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. The contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of NCPRPDC.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the NCPRPDC.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the

copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor.

However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

NCPRPDC further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

- c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of NCPRPDC, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use NCPRPDC 's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of NCPRPDC.

## 9. Prohibited Interests.

- a. Solicitation. Contractor maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor maintains that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, NCPRPDC, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.
- b. Conflicts of Interest. The contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the NCPRPDC's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the NCPRPDC or in any way compromise the services to be performed

under this Agreement. Contractor shall immediately notify the NCPRPDC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

#### **10. Equal Opportunity Employment.**

Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

The contractor or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

#### **11. Subcontracting.**

- a. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the NCPRPDC's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.
- b. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- c. Any substitution of subconsultants must be approved in writing by the NCPRPDC's Contract Manager.

#### **12. Prevailing Wages.**

By its execution of this Agreement, Contractor certified that it is aware of the requirements of Pennsylvania Labor Code, as well as Pennsylvania Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

**13. Debarment, Suspension, and Other Responsibilities.**

- a. The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the Commonwealth of Pennsylvania, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to NCPRPDC.
- b. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**14. Supplemental Provisions for Federal-Aid Projects**

Notwithstanding anything to the contrary contained in the Agreement, including any other Exhibits attached thereto, the following provisions shall apply if funding for the Project is provided, in whole or in part, from the United States Department of Commerce.

**A. Cost Principles**

- a. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- b. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to NCPRPDC.

**B. Retention of Records/Audit**

For the purpose of determining compliance with Public Contract Code the

CONTRACTOR, subcontractors, and the NCPRPDC shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, NCPRPDC, EDA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

C. Disputes

- a. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the NCPRPDC's Contract Manager and Executive Director, who may consider written or verbal information submitted by the CONTRACTOR.
- b. Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the NCPRPDC GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. Equipment Purchase

- a. Prior authorization in writing, by NCPRPDC's Contract Manager shall be required before the CONTRACTOR enters any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding \$5,000 prior authorization by NCPRPDC's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following:  
"The CONTRACTOR shall maintain an inventory of all nonexpendable property.



Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the NCPRPDC shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the NCPRPDC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established NCPRPDC procedures; and credit the NCPRPDC in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the NCPRPDC and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the NCPRPDC." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

d. All subcontracts in excess \$25,000 shall contain the above provisions.

E. Conflict of Interest

- a. The CONTRACTOR shall disclose any financial, business, or other relationship with NCPRPDC that may have an impact upon the outcome of this contract, or any ensuing NCPRPDC construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing NCPRPDC construction project, which will follow.
- b. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this agreement.
- c. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all of the provisions of this Article.

F. Rebates, Kickbacks, or other Unlawful Consideration

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any NCPRPDC employee. For breach or violation of this warranty, NCPRPDC shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

G. Legal Remedies

In addition to those contract remedies set forth under relevant provisions of Pennsylvania law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

Additional: