



Lehigh Valley Greenways Conservation Landscape

RFP 2026-02

Strategic Plan

Request for Proposals

Release Date: March 13, 2026

Proposals Due: April 10, 2026

OVERVIEW

Delaware & Lehigh National Heritage Corridor (DLNHC) in collaboration with the Pennsylvania Department of Conservation and Natural Resources (DCNR) invites qualified firms to respond to a Request for Proposals for facilitation and preparing a strategic plan for the Lehigh Valley Greenways Conservation Landscape (LVG CL).

Respondents shall submit one (1) digital copy online at delawareandlehigh.org/lehigh-valley-greenways-request-for-proposals/.

To be considered, proposals must be received electronically by 5:00 p.m. EST on April 10, 2026.

Any official questions and/or clarifications shall be submitted using the “QUESTIONS” form, on or before 4:00 P.M., March 27, 2026. Questions raised after this cut-off will remain unanswered.

TIMELINE

Issue Notice for Request for Proposals: March 13, 2026

Cutoff for Written Questions: March 27, 2026 by 4:00pm

Proposals must be received electronically by: 5:00 p.m. EST on April 10, 2026

Responses will be reviewed: April 13 – May 8, 2026.

Interviews will be scheduled to take place between: May 11 and May 22, 2026.

Selection of consultant and notification will take place: the week of May 25, 2026

Project begins June 1, 2026 and must be completed by November 30, 2026.

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SECTION 1. GENERAL INFORMATION

Submission Requirements

Complete proposals must be submitted on the delawareandlehigh.org/lehigh-valley-greenways-request-for-proposals/ no later than April 10, 2026 by 5:00 p.m. EST.

Schedule of Events

Issue Notice for Request for Proposals: March 6, 2026

Cutoff for Written Questions: March 27, 2026

Proposals must be received electronically by: 5:00 p.m. EST on April 10, 2026

Responses will be reviewed: April 13 – May 8, 2026.

Interviews will be scheduled to take place between: May 11 and May 22, 2026.

Selection of consultant and notification will take place: the week of May 25, 2026

Project begins June 1, 2026 and must be completed by November 30, 2026.

Other Terms and Conditions

1. Delaware & Lehigh National Lehigh National Heritage Corridor (DLNHC) reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Respondent whose proposal is, at the sole discretion of the DLNHC, determined to be in the best interest of the project.
2. All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any Respondent, will be within the sole discretion of the DLNHC.
3. Proposals will be evaluated and, unless all Proposals are rejected, an Award of the Contract will be made based upon the evaluation process outlined in Section 5 of this RFP.

4. This RFP does not represent any obligation or agreement whatsoever on the part of the DLNHC. Any obligation or agreement on the part of DLNHC may only be incurred after the Respondent enters into a written agreement approved by DLNHC.
5. The Respondent will be required to comply with all applicable terms and conditions required by DLNHC and PA Department of Conservation and Natural Resources (DCNR) including, but not limited to, those identified in DCNR Grant Agreement BRC-SR-29-147.

SECTION 2. PROJECT DESCRIPTION

Summary

DLNHC is seeking a firm to facilitate and develop a strategic plan for the Lehigh Valley Greenways Conservation Landscape (LVG CL), a partnership program of the PA Department of Conservation and Natural Resources. The funding for this was financed in part by a grant from the Community Conservation Partnerships Program, Environmental Stewardship Fund under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation. The goal is to develop a five-year strategic plan to advance short-, mid-, and long-term goals that support the vision, a short-term action plan, and tools for assessing outcomes.

Background

Launched in 2004, [Lehigh Valley Greenways](#) is a product of the Pennsylvania Department of Conservation and Natural Resources (DCNR) "[Conservation Landscape Initiative](#)." It is a collective impact partnership established to encourage strategic and proactive investment and actions around land conservation and restoration, outdoor recreation and trail connections, green infrastructure, and environmental education. It is the regional mechanism that gathers community leaders, state agencies, local governments, nonprofits, and citizens to engage on common conservation goals – motivated by a strong 'sense of place.' Using monthly meetings, site visits, trainings and workshops, an annual retreat, the [LVG CL Mini Grant Program](#), and the power of partnership, LVG CL specifically aims to spark strategic actions around:

- Preserving unprotected natural areas, watersheds, farmland, and woodlands
- Restoring riparian buffers along streams and rivers
- Creating greenways and trails to connect people to outdoor recreation experiences to promote healthy living, community economic benefit, and the region's green assets
- Revitalizing cities through green infrastructure that enhances the quality of life
- Promoting the understanding of our natural environment and its benefits

In 2018, a trail-based subcommittee of LVG CL launched [THE LINK Trail Network](#) along with an online [interactive map](#). THE LINK is an interconnected network of safe, beautiful multi-use trails offering Lehigh Valley residents and visitors the opportunity for year-round outdoor recreation, alternative transportation, and healthy living. THE LINK currently offers over 125

miles of trails available for biking, running, walking, and other outdoor activities, with more than 100 additional miles planned for future completion. DLNHC convenes THE LINK Steering Committee on a quarterly basis to review the status of trail projects, uplift programs and projects that advance active transportation, discuss marketing strategies, leverage funding and partnership opportunities, and tour planned and completed trails sections in person.

The Lehigh Valley is a geographic and metropolitan region consisting of Lehigh and Northampton counties. It contains the three cities of Allentown, Bethlehem, and Easton, 27 boroughs, and 32 townships. Within its 726-square miles are a rich variety of landscapes, including the Blue Mountain to the north, the Delaware River to the east and the South Mountain. The [Lehigh Valley Greenways Plan](#), completed in 2007, documented 333 miles of open land and water trails, including the Appalachian Trail, D&L Trail, Lehigh River Water Trail, and Delaware River Water Trail.

Almost 695,000 people currently call the region home, and that number is continuing to grow rapidly. The explosive growth in population and development over the past two decades continues to place pressure on the region's natural resources. Warehouses and logistics centers already cover more than four square miles of land within the Lehigh River Watershed, and the region is losing an average of 2,000 acres of open space per year. In addition to the loss of open space, residents and conservation professionals alike are concerned with water quality and air quality.

After 21 years of partnership, the LVG CL has evolved from an initiative designed to convene and connect siloed regional entities, administer mini grant funds, and protect trail corridors, into a self-sufficient partnership with a robust [mini grant program](#) and regionally branded multiuse trail network, known as THE LINK. It is now time to assess our organizational structure and determine how LVG CL can best be used to engage target audiences, accomplish our goals and visions, and most effectively leverage the resources within the partnership itself to maximize engagement and impact. As of 2026, all other Conservation Landscapes in PA have developed a guidance document to direct their efforts for the next 3-5 years. After two decades of functioning without a guiding planning document for our CL, a strategic plan is necessary to redefine or solidify our purpose and function and underline our value to the region.

The Department of Conservation and Natural Resources (DCNR) oversees the conservation landscape program. Each of the existing eight conservation landscapes in PA is coordinated by a DCNR "internal lead" employee and an "external lead" from a local organization. For Lehigh Valley Greenways Conservation Landscape, the local organization helping to lead the partnership is Delaware & Lehigh National Heritage Corridor (DLNHC) and the LVG CL is staffed by one employee. The Manager of Jacobsburg State Park serves as LVG CL's internal lead. The co-leads are assisted and guided by a volunteer Leadership Committee. The committee is a 15-member body consisting of Municipal, County, State, and Non-profit representatives from throughout the region.

SECTION 3. SCOPE OF WORK

The goal of the strategic planning process is to research and provide top model recommendations, engage stakeholders in productive conversations regarding the role of LVG CL, and produce a 5-year strategic plan, with an implementation matrix.

Planning Needs

The following steps have been identified as a potential outline based on Strategic Plans that have been developed by the other PA Conservation Landscapes.

- 1. *Information Gathering*
 - Consultant with support from the partners will research and discuss which organizations, regions, and groups exist that may be modeled not only in southeast PA but through the field of large landscape conservation for comparison to the LVG CL. Those we know of so far: Berks Nature, Hallowed Grounds, Pine Barrens, PA Wilds Conservation Landscape, Susquehanna Heritage, Pocono Forest and Waters Conservation Landscape, Kittatinny Ridge Conservation Landscape, [South Mountain Partnership Conservation Landscape](#).
- 2. *Organization/Strategy Assessment*
 - Assessment of the Lehigh Valley Greenways Partnership organizational structure to identify our most significant barriers to effective engagement and action, and determine if we are employing a strategy that is likely to overcome those barriers (this process should be broad and incorporate a cross-section of our organization and our communities as well as Lehigh Valley Greenways/DLNHC staff and Leadership Committees). See Line of Inquiry Below for questions/issues that can help inform stakeholder interviews
- 3. *Develop an Operational Plan*
 - Compile the most effective strategies identified in Phase 1 and 2 above that the LVG CL needs to focus on over the next 3-5 years.
 - What resources do we need in order to accomplish these goals;
 - What is the best organizational structure;
 - How do we fund it and become more financially resilient

Line of Inquiry

The following issues/questions may be modified by the Strategic Plan Steering Committee and the selected consultant at the beginning of the strategic planning process.

Value

- What is the value created by the LVGCL for our stakeholders and partners?
- What are the top 3 activities/services the LVGCL provides?

- How are the values of key partners/stakeholders aligned with the LVGCL and what are the significant differences in key partners/stakeholder perspectives from the LVGCL?

Purpose

- What do our key stakeholders see as the purpose/value of the LVGCL going forward?
- What are the critical needs, benefits, urgencies in the Landscape?
- What issues related to natural resources, outdoor recreation and trails, environmental education and economic development are the priorities of the key stakeholder groups?
- What are any other issues that are priorities for key stakeholders?
- How do these issues correlate with the current vision?
- In general, do the various resource management, heritage, and tourism plans support the priorities of stakeholders and the LVGCL?

Program Implementation

- Does the existing program structure support the vision and goals of the Landscape? If not, then what organizational structure best advances the vision and goals?
- What are the challenges of the existing program structure to achieving the Landscape's vision and goals?
- Are there barriers to participation for partners and/or potential partners and other stakeholders? If yes, what are they?
- What are the most urgent barriers to conservation within the region?
- What is the role of the External Lead?
- What is the role of the Internal Lead?

Outreach

- Who is the primary audience for the LVGCL?
- Is the LVG CL reaching the right audiences effectively?
- What does the primary audience know about the LVGCL; is the vision understood?
- Who are the secondary audiences and what do they know about the LVGCL?
- What are the key messages that the LVGCL should communicate to its various audiences?
- What vehicles for communication would be most productive?
- Does the LVGCL brand achieve its vision?

Evaluation

- How do we measure LVGCL success for stakeholders in terms of investment of their money and time?
- How do we assess the value and measure the success of LVGCL initiatives and programs (outputs and outcomes as they relate to the statewide metrics report)?

Deliverables

At minimum, the deliverables should provide thorough and thoughtful feedback to each point under the Planning Needs section, as well as any new needs identified by the consultant.

Phase 1

- Findings and comparative presentation and analysis;
- Best practices and best practices models;
- Top three model recommendations (as of Phase I)

Phase 2

- Assessment findings;
- Options – what organizational models are the best options for LVG CL;
- Are we using the appropriate strategies to accomplish our goals;
- Draft of 5-year Strategic Plan integrating workplan from annual retreat
- Presentation and discussion/workshop to discuss these findings.

Phase 3

- 5-year Strategic Plan for LVG that includes but is not limited to: program management structure reflecting stakeholder input including internal and external leads roles and responsibilities, framework for steering committee structure, outreach/marketing plan, program evaluation tools, recommendations for long-term sustainability, and an analysis of stakeholder input.
- Implementation matrix for accomplishing the goals and recommendations of the strategic plan
- Presentation of plan

Coordination & Input

- Regular coordination with co-leads
- Min. of 3 meetings with Steering Committee to review key milestones
- Meetings with CL partners including focus groups and survey

Our partners, potential partners, funders, and stakeholders are the backbone of this program. Therefore, engagement with them is paramount to this process and the development of a successful strategic plan. Outreach should target but not be limited to internal and external leads, DCNR partners in the Landscape, LVG Leadership Committee, LVG Steering Committee, non-profit partners such as watershed associations, environmental education centers, conservation districts, land conservancies, state agency partners, recreation businesses, municipal leadership, mini-grantees, and others as determine by the selected consultant and Steering Committee.

The consultant will work with the LVG CL Co-leads consisting of the External Lead and Internal Lead as well as a Strategic Plan Steering Committee. The Co-leads will provide overall project management and review and approve key milestones of the strategic plan, and the Steering Committee will provide feedback. There will be a minimum of three meetings with the Co-leads and Steering Committee including a kick-off meeting, mid-project status update and information gathering, and a draft final report presentation to the Committee. The total number of meetings to be determined utilizing input from the consultant.

Project Timeline

Project begins June 1, 2026 and must be completed by November 30, 2026.

SECTION 4. PROPOSAL REQUIREMENTS

4.1. Consultant Qualifications

The Lehigh Valley Greenways Conservation Landscape is seeking a consultant to lead the Partnership through a planning process described above in Section 3. Scope of Work - “Planning Needs.”

4.2. Guidelines and Instructions

Interested consultants should include the following in their proposal by the April 10, 2026 deadline.

4.2.1 Cover Letter: One (1) document (PDF preferred) entitled “Cover Letter” which shall be signed by an official who has the legal authority to bind the company to the terms of the proposal for a minimum of 90 days. The cover letter must: Be on official letterhead, include the name and title of the Chief Executive Officer or other individual authorized to legally bind the company, and include the identification of a primary contact and that person’s title, address, phone number, and email address.

4.2.2. Technical Proposal: One (1) document (PDF preferred) entitled “Technical Proposal” not to exceed 8 pages. This will be the detailed response, or description of service.

- i. **Qualifications:** Knowledge and experience in large landscape conservation efforts/regional level work and the inherent challenges and opportunities of this work in Pennsylvania; Knowledge and experience in collective impact and network development; Knowledge and experience with highly specialized organizational development in the non-profit world; Describe prior work experience that uniquely qualifies you for this role; Individual/team qualifications, resumes, and approach to planning (for each individual); Flexibility and the ability to travel to the Lehigh Valley Greenways region

- ii. **Approach:** Outline your proposed processes and tools; (limit to 3 pages)
- iii. **Schedule:** Description of the proposed timeline and schedule of deliverables occurring between May 2026 and December 2026, including internal and external meetings.
- iv. **Budget:** A detailed project budget, not to exceed \$30,000, that itemizes costs associated with projects tasks as defined in applicants' approach and includes consultant's time, materials, travel, and any other expected expenses to bring the project to a successful completion.
- v. *Note: Our organization will cover the cost of refreshments and use of local facilities. Consultant should exclude these costs from cost estimates.
- vi. **Biographies** for key staff assigned to this project; (limit 500 words per person)
- vii. **References** for up to 2 similar projects, including the scope of work, key project highlights and date of completion. Include contact information. (Max of 2)

SECTION 5. EVALUATION CRITERIA

Proposals will be evaluated on a combination of factors including, but not limited to, expertise, experience, methods, and budget.

5.1 Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work.
- The staff members assigned to the project and their level of expertise.
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed.

5.2 Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data.
- The sequence and relationships of major steps.
- The methods for managing the work to ensure timely and orderly completion.

5.3 Cost

The following factors will be considered:

- The number of hours of work to be performed.
- Project not to exceed \$30,000.

SECTION 6. CONTRACT AND PAYMENT TERMS

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Delaware & Lehigh National Heritage Corridor, Inc. anticipates the award of a contract on or before May 18, 2026. The award of this contract is subject to the approval of the review team and DLNHC Board, without provision for increases.

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

The strategic plan shall be written, reviewed, edited and final versions delivered to DLNHC by November 30, 2026 for final payment, per grant funding timelines.

TERMINATION OF CONTRACT:

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

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

CONDITIONS OF PROPOSALS:

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

All proposals received by the Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #RFP 2026-02 deadline will undergo a preliminary screening. Late or incomplete applications may not be accepted for review and rating. Any proposal may be disqualified if it deviates from the submission instructions in the RFP.

CONFIDENTIALITY:

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

OWNERSHIP & CONFIDENTIALITY:

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

RESERVES THE RIGHT:

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

APPENDICES

Appendix 1: Sample PROFESSIONAL SERVICES AGREEMENT

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

1. Services

1.1 Scope of Services. Subject to the terms and conditions of this Agreement, Consultant will comply with the obligations and perform those services ("Services") set forth in this document. ("Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #RFP 2026-02).

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

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

3. Target Dates and Delays:

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

4. Fees and Payment:

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

5. Term and Termination:

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

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

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

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

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

6.1 Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the DLNHC through Agreements with outside Consultants.

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

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

7. Contract Terms

7.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Consultant, each subcontractor, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which this Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #RFP 2026-02 employment relates.

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

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

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

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

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

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

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

9. Miscellaneous

9.1 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #RFP 2026-02 on behalf of the other.

9.2 Non-Solicitation. Both parties acknowledge and agrees that the employees who perform the Services are a valuable asset to both parties and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall not solicit, whether directly or

indirectly, the employment of any employees of the other party without that party's prior written consent.

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

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

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

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

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

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

9.9 Construction. If there is a conflict between any term in the body of this Agreement and any term of the applicable Service Specs, or any term of a Work Order, the term in the body Delaware & Lehigh National Heritage Corridor Strategic Plan Request for Proposals #RFP 2026-02 of this Agreement will prevail with respect to such conflict. This Agreement and any instrument referred to herein or

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

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

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

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

10. Insurance Requirements

10.1 To assure Consultant's / Contractor's ability to protect the DLNHC, and any other entities and persons, as required by this Agreement and in order to protect and insure the DLNHC, and other entities and persons against liability with respect to Consultant's / Contractor's obligations hereunder; Consultant / Contractor shall obtain and maintain in force and effect all insurance policies and coverages required by law.

10.2 In addition to the above-requirements, and not in lieu thereof, Consultant / Contractor shall obtain and maintain in force and effect until at least twelve (12) months after final completion of the project or this Agreement the following insurance policies and coverages:

a) Comprehensive Commercial General Liability Insurance coverage including contractual liability and "premises operations" coverage in a per claim amount of at least One Million and 00/00 Dollars (\$1,000,000.00) and in an aggregate amount of at least Two Million and 00/100 Dollars

(\$2,000,000.00) and “products and completed operations” coverage in a per claim amount of at least One Million and 00/100 Dollars (\$1,000,000.00) and in an aggregate amount of at least Two Million and 00/100 Dollars (\$2,000,000.00), and with respect to both, naming as additional insureds “Delaware and Lehigh National Heritage Corridor, Inc., and its Boards, elected and appointed officers, officials, employees, professional consultants, and agents” (the “Additional Insureds”) for any and all claims which in whole or in part arise out of or relate to this Agreement and the performance of thereof;

(b) Umbrella coverage in the amount of at least Three Million and 00/100 Dollars (\$3,000,000.00); and

(c) Commercial Motor Vehicle (Commercial Automobile) Insurance coverage having a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00).

10.3 Consultant / Contractor shall cause each of said insurance policies to include an endorsement or provision which provides that the policy shall not be cancelable or subject to any amendment reducing the amount or breadth of coverage without at least thirty (30) days advance written notice to the DLNHC at 2750 Hugh Moore Park Road, Easton, PA 18042, attention Executive Director.

10.4 Each policy of insurance to be obtained pursuant to this Section shall contain an endorsement or provision making the same applicable solely to the Plan and the Premises. An insurance policy generally applicable to the operations of Developer shall not be deemed to comply with the requirements hereof.

10.5 Each policy of insurance to be obtained pursuant to this Section shall contain an endorsement or provision which provides that, with respect to such Additional Insureds, the additional insurance provided hereunder shall be primary over, and non-contributory with respect to, all other applicable policies of insurance maintained by the said Additional Insureds.

10.6 The additional insurance to be provided pursuant to Section shall cover the Additional Insureds for all claims and losses which in whole or in part arise out of, or relate to, the project and this Agreement and shall extend not only to conduct by or on behalf of the Consultant / Contractor but any negligence, carelessness, or other liability-causing conduct by or on behalf of the Additional Insureds.

10.7 Prior to executing this Agreement and when requested at any time during the course of the project or this Agreement, Consultant / Contractor shall furnish to the DLNGC an Acord 75 Insurance Binder, copies of all endorsements required by this Section, and proof of payment of the annual premium therefor, and thereafter at least annually, provide an Acord 75 Insurance Binder evidencing continuing compliance with this Section. Nothing contained herein shall preclude Consultant / Contractor from redacting from the afore-described insurance documents information which it reasonably considers proprietary or confidential.

10.8 Consultant / Contractor shall require all contractors installing, constructing, erecting, or performing any work under this Agreement before commencing any work in connection with the project or this Agreement to provide to Consultant / Contractor and the DLNHC Acord 75 Insurance Binders or certificates of insurance evidencing that each such contractor has in force and effect the insurance policies and coverages identified in this Section.

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

DELAWARE & LEHIGH NATIONAL HERITAGE CORRIDOR, INC.

Print Name & Title:

Date:

Signature:

CONTRACTOR

Print Name & Title:

Date:

Signature:

Appendix 2: Attachment A to Sample PROFESSIONAL SERVICES AGREEMENT

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

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act

("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's

subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

Appendix 3: PA DCNR Grant Funded Consultant Qualifications

CONSULTANT QUALIFICATIONS

Planning Projects

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

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

- A. Leadership and successful completion of planning studies of the project type funded by the grant.
- B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
- C. Development of planning documents and design for public park and recreation facilities/areas.
- D. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.
- E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.