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PA Heritage Area's African American Cemetery Project Request for Proposal

Preservation PA in partnership with PA Hallowed Grounds and Heritage PA are seeking a consultant to work with volunteer stewards at 2-3 historic African American cemeteries in Pennsylvania to develop an actionable, site-specific preservation plan for each cemetery.

Responses Due: Monday, November 21, 2022 at 11:59 PM EDT

Questions and Proposals may be sent to Mindy Gulden Crawford, mcrawford@preservationpa.org

Preservation PA has the right to reject any or all the proposals.

Proposals must be received no later November 21, 2022 to be considered. Electronic copies of the full proposal including any attachments or links to an FTP site should be addressed to:

mcrawford@preservationpa.org

Section 1. Background

Preservation Pennsylvania in partnership with PA Hallowed Grounds is seeking to undertake a pilot project to provide services to African American cemeteries in Pennsylvania. **This pilot program is being funded by Heritage PA using DCNR funds as part of Contract BRC-SR-25-117 through a subcontract agreement.** The consultant for this project will be contracted by Preservation Pennsylvania. This is a small pilot project, narrow in scope and budget. Interest and results will inform future rounds of funding and may lead to additional work.

Section 2. General Terms

- Preservation PA reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the Preservation PA.
- The contract is subject to the approval of the board of Preservation PA and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for Preservation PA review and approval for 60 days from the deadline for submitting proposals.
- Proposals should not exceed \$12,000.

- If only one proposal is received by Preservation PA, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- The proposer is encouraged to add to, modify, or clarify any scope of work items it deems appropriate to develop a high-quality plan at the lowest possible cost. All changes should be identified with explanation. However, the scope of work proposed must accomplish the goals and work stated below.

Section 3. Scope of Work

- Preservation PA in partnership with PA Hallowed Grounds and Heritage PA are seeking a consultant to work with volunteer stewards at 2-3 historic African American cemeteries in Pennsylvania to develop an actionable, site-specific preservation plan for each cemetery. Each plan should identify work that can be performed by volunteers, as well work that will require the expertise of skilled professionals. The plan should also provide advice and guidance to cemetery stewards on strategies for implementing its recommendations.
- The consultant will also work with cemetery stewards to identify a specific project that can be undertaken by volunteers as part of the plan in the spring of 2023. The consultant will provide guidance to cemetery stewards in planning and executing the volunteer project that should be completed before the pilot project's end date of June 30, 2023.
- As part of this pilot project, the consultant will visit each cemetery and meet with the cemetery's stewards to listen and learn about each site, its operations, features, and preservation needs. The consultant will then prepare a written evaluation and a site-specific maintenance and preservation plans for each cemetery that will identify and prioritize the steps required to appropriately maintain and preserve the site. The plan will identify work that can be completed by volunteers, and work requiring the skills of professional. The plan should also provide practical steps for helping the cemetery stewards to implement its recommendations.
- Because many historic African-American cemeteries are maintained by volunteers with limited financial resources, it will be important for the preservation plan to identify ways that the cemetery stewards can utilize volunteers at the cemetery to contribute to its ongoing preservation and maintenance.
- Historic African-American cemeteries selected for this pilot program must be located in one of Pennsylvania's Heritage Areas (<https://heritageisnow.com/heritage-map/>) and have an active stewards group working to care for the cemetery that can collaborate with the consultant.
- It is the goal of this pilot project to provide a model for future cemetery preservation efforts across Pennsylvania. For this project Preservation PA and PA Hallowed Grounds and their partners will identify the cemeteries, serve as advisors to the volunteer projects, and will be promoting this project and highlighting the work of participating cemeteries.
- Project approach:
 - Visit each cemetery and meet with cemetery stewards at the site.
 - Work closely with the selected cemetery stewards to develop a site-specific maintenance and preservation plan that reflects the needs and resources of each site, including practical advice for implementing the plan's recommendations.

- Identify task suitable for trained volunteers. Provide guidance to cemetery stewards in planning and executing a volunteer project at the site prior to June 30, 2023.
- Consult with Preservation PA in partnership with PA Hallowed Grounds and Heritage PA.
- **Project Timeline**
 - November
Select consultant and enter into an agreement for services.
Select candidate cemeteries.
 - December-January
Consultant meets with site stewards and conducts at least one visit to each cemetery.
 - January – April
Consultant with input from the site stewards, PP and PAHG writes a draft plan and identifies tasks appropriate for volunteer projects at the selected cemeteries.
Provides advice to cemetery stewards on planning and executing the on-the-ground volunteer project.
 - April – May
Selected cemetery stewards undertake at least one volunteer project
Consultant finalizes maintenance and preservation plan with input from partners and cemetery stewards.
 - June
Consultant submits final plan to partners and cemetery stewards.
Consultant complete final report evaluating the program and gathers feedback on the process from cemetery stewards.

The project concludes June 30, 2023 (no extensions)

Section 4. Consultant Qualifications

- Experience with cemetery assessment and evaluation
- Expertise in cemetery conservation, historic preservation, and historic landscapes
- Experience working with grassroots community groups and/or African American cemetery stewards

Section 5. Required Submittals

A. Letter of Transmittal - This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).
- The firm's contact person, email address, and telephone number.

B. Profile of Firm/Individual - This consists of the following:

- A statement of the firm's/individual's experience in conducting work of the nature sought in the RFP.
- The location of the firm/individual that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each in relation to the work. DCNR requires that the project consulting team have the minimum qualifications outlined in Section 4 Consultant Qualifications.
- A reference list of at least two clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

- The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

- The schedule must include time frames for each major work element. A proposed schedule has been provided in this RFP. Please indicate that this schedule is acceptable or propose alternate, understanding that all work must be completed by June 30, 2023.

E. Cost - For each major work element, the costs must be itemized showing:

- The total cost of the project
- The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.
- If awarded a contract, the firm may not change the staffing assigned to the project without approval by Preservation PA. However, approval will not be denied if the staff replacement is determined by Preservation PA to be of equal ability or experience to the predecessor.
- The method of billing must be stated. The preferred practice of Preservation PA is to pay upon completion of the work and receipt of the required report. However, Preservation PA will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, a minimum of 10% of the DCNR Grant Award will be withheld until the final product is approved by DCNR and all project costs are paid in full.

F. Contract

A sample contract form and DCNR "Nondiscrimination/Sexual Harassment Clause" is provided in Section 7 next section. DCNR requires that the "Nondiscrimination/Sexual Harassment Clause" be incorporated and/or attached to the contract in its entirety. The firm may provide their own contract if it includes all the requires outlined in the sample and is approved by DCNR.

Section 6. Evaluation Criteria

- A. Technical Expertise and Experience - The following factors will be considered:
- The firm's/individual's experience in performing similar work
 - The expertise and professional level of the individuals assigned to conduct the work
 - The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed
- B. 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
- C. Cost - The following factors will be considered:
- The level of expertise of the individuals proposed to do the work.
 - The proposal shall not exceed \$12,000.

Section 7. SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 20[___], by and between Preservation PA (a nonprofit corporation) and _____ ("Consulting Firm").

WHEREAS, Preservation PA, desires to have certain one-time professional consulting work performed involving a pilot study of African American cemeteries located with Pennsylvania Heritage Area's; and

WHEREAS, Preservation PA desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by Preservation PA; and

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP; and

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from Preservation PA of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the Preservation PA to be of equal ability or experience to the predecessor.

PRESERVATION PA WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$12, 000.
2. Provide the Consulting Firm with reasonable access to Preservation PA, PA Hallowed Grounds, and Heritage PA members, employees, board members, volunteers, consultants, and information necessary to properly perform the work required under this Contract.
3. Except as provided in item 4 below, make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed.
4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of Preservation PA. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to Preservation PA.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
3. The Consulting Firm may terminate this Contract at any time upon giving Preservation PA written notice of not less than thirty (30) calendar days. Preservation PA may terminate this Contract any time if the Consulting Firm violates the terms of this Contract or fails to produce a result that meets the specifications of this Contract. In the event of termination of this Contract by either party, Preservation PA shall within 30 days of calendar days of termination pay the Consulting Firm for all services rendered by the Consulting Firm up to the date of termination, in accordance with the payment provisions of this Contract.

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

WITNESS:

FOR PRESERATION PA

TITLE: _____

WITNESS:

FOR THE CONSULTING FIRM:

TITLE: _____

APPENDIX A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate 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.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency

and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

DCNR-2021-Gen

Gen-GPM – 1 Rev. 8/18