

Request For Proposal and Contract for Professional Services

BOROUGH OF EXETER
LUZERNE COUNTY, PENNSYLVANIA



AND



FOR
COMMUNITY VISIONING
AND
ACTION STRATEGY SERVICES

February 28, 2018

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REQUEST FOR PROPOSAL

The Borough of Exeter is requesting proposals from qualified Consultants to work with the Borough and the Non-Profit Group, Exeter Proud, to provide community visioning and action strategy services which are to be used as a catalyst for community revitalization efforts.

Proposals must be received at the Exeter Borough Building 1101 Wyoming Avenue, Exeter, PA 18643, on or before **April 2, 2018, 1:00 PM DST**. Proposals will be opened and publicly read aloud at the monthly Borough Council Meeting on **April 3, 2018, 7:00 PM DST**. No responsibility shall be attached to any person for the premature opening of a proposal not properly marked. No proposal will be accepted at any other location or after the time and date specified.

Formal requests for clarifications must be made, in writing, and addressed to Lawrence Marchetti, Chairman of Exeter Proud at marchettlj@gmail.com or lmarchetti@smithmiller.net and MaryPat Coleman, Secretary of Exeter Proud at mpc7710@gmail.com. Questions must be received no less than (7) calendar days before the deadline established for the receipt of bids. Responses to questions will be promptly posted to the borough's website for all bidders. It will be the responsibility of Bidders to periodically check the website for updates prior to the final preparation of bids.

Project description and Proposal forms may be obtained from the Exeter Borough Municipal Building during regular business hours, Monday through Friday 8:30 am to 3:00 PM, or downloaded in .pdf format from the Borough website at <http://www.exeterborough.com>.

Responses to this RFP shall be subject to the PA Sunshine Act, PA Right to Know Law, and Freedom of Information Act (FOIA). Further, the names of the responding firms shall be released to the public following the bid opening.

By issuing this request for proposal, the **Borough of Exeter and Exeter Proud** is not committing itself to award a contract or pay any costs incurred in the preparation of responses. The Borough of Exeter reserves the right to accept any proposal; reject any or all proposal deemed not to be in the Borough's best interest; reserves the right to waive or permit correction of minor informalities; and to conduct discussions with all qualified offers in any manner necessary to serve the best interests of the Borough of Exeter and those submitting proposals.

Exeter Borough does not discriminate on the basis of race, color, national origin, sex, religion, age, family, sexual orientation or handicap status in employment, or the provision of services. Exeter Borough is an equal opportunity employer.

Deb Serbin
Borough Manager
Exeter Borough

INTRODUCTION

Exeter Borough is embarking on a long-term effort to develop strategic plans to take the Borough into the future. This process includes community visioning and strategic planning services. This RFP primarily focuses on the visioning aspect of this process. Exeter Borough invites consultants with strong community group facilitation skills to submit proposals to conduct a community visioning process between **May 2018 and November 2018.** We anticipate this process will become a catalyst to energize the community to commit to the work required for the vision to be achieved.

GEOGRAPHY AND DEMOGRAPHICS

Exeter Borough is located within the Wyoming Valley situated in northeast Pennsylvania, bordered by the west bank of the Susquehanna River. As part of the greater Pittston- Wilkes-Barre area, Exeter is located approximately 10 miles (16 km) west of Scranton and a few miles northwest of Wilkes-Barre. Exeter is bordered by West Pittston Borough to the north and Wyoming Borough to the south.

The Exeter main business district of the Borough is concentrated along a 1.3-mile (2.1 km) segment of PA State Route 11 (SR-0011 Wyoming Ave) which runs north-south through the center of the borough. This commercially-zoned corridor represents the most heavily-traveled road segment in the borough, and predominantly contains commercial, retail, and professional establishments with limited residential occupancies.

Exeter is part of the Wyoming Area School District with the Secondary School Center and JFK Elementary located within the Borough.

According to the United States Census Bureau, the Borough has a total area of 5.0 square miles (12.9 km²), of which 4.7 square miles (12.1 km²) is land and 0.31 square miles (0.8 km²), or 6.52% is water.

As of the 2010 census, there were 5,652 people, 2,463 household, and 1,543 families residing in the borough. The average household size of 2.25, with an average family size of 2.82 and a median age of 44 years. The median income (in 2015 dollars) is \$38,862.00 with a median value of owner-occupied housing unit of \$124,000.00.

PROJECT DESCRIPTION

Exeter Borough and Exeter Proud plan to develop a vision that is based predominantly on *community input*. Input will be collected primarily through multiple group facilitation events with both Exeter Proud and the public in separate events. The culmination of the work including the input received through the group facilitation events will be compiled and developed into a final report presented to Exeter Borough/ Exeter Proud on or before **November 15, 2018**, and presented through a final public presentation to be held on or before **November 30, 2018**.

Visioning development will include multiple public workshop meetings designed to determine community-wide issues, analyze strengths, weaknesses, opportunities, and threats to the community with the preparation of a draft community vision statement, the obtaining of a general community consensus on the draft vision statement, and the development of a tagline. The development process will also include the facilitation of separate, multiple steering committee meetings with Exeter Proud/ Exeter Borough to ensure the effective and efficient operation of the public workshop meetings, and to begin to address the organization and structure of a viable community reinvestment strategy for the Exeter Borough, Wyoming Ave central business district.

Action strategy development may necessitate the coordination and facilitation of an additional meeting (additional service) if deemed necessary during the visioning process with the steering committee for the express purpose of developing an action-strategy for the operationalization and implementation of the vision statement.

DELIVERABLES/APPROACH

MEETINGS:

1. The facilitation of five **(5) public workshop meetings**, the last of which is to be used to present the culmination of the visioning efforts to the public.
2. The coordination of five **(5) five steering committee meetings** with Exeter Borough/Exeter Proud.

GENERAL TASKS/ OBJECTIVES:

1. Advise the steering committee working group of **Exeter Borough/Exeter Proud**, providing verbal guidance on best practices. Provide advice on how best to engage the community in the visioning process, including attracting a truly representative cross-section of Borough residents and businesses to the public workshop meetings including use of a mailed-out survey or other approaches. Advice will include direction on the data to be obtained through a mailed survey (if deemed appropriate), goals/outcomes, logistical requirements, communications/engagement activities to drive participation, data gathering approach, plan for transcription, analysis, and presentation of findings. It is anticipated that in between steering committee meetings frequent communications via phone and email will be required.
2. Using decisions made with the **Exeter Borough/ Exeter Proud Steering Committee**, the Consultant, utilizing best practices, will create a task list (Excel® spreadsheet) that identifies critical tasks with assigned timelines for all stakeholders (borough, consultant, working group, community) and establish deadlines. The task list will encompass goals and objectives with schedules for completion.
3. Facilitate public data gathering processes (using events and other mechanisms) that lead to:
 - a. A better understanding of what matters to the community.

- b. A shared vision/blueprint which will guide town priorities over the next 10-years, and...
 - c. A foundation to enhance future borough Master Plan development.
4. Provide written Retail Analysis and Drive Shed Analysis ESRI Reports.
 5. Written deliverables after each gathering event including a brief written overview of the key themes which surfaced and key decisions made. Original data will be returned to the steering committee within 30-days of each event either in a document which captures all raw data, or the original flipcharts, post-it-notes, etc...
 6. Provide a written draft final report, including a copy of visual aids, to the Exeter Proud steering committee by **October 31, 2018** for review and a final report, incorporating any draft report comment, by **November 15, 2018**. The final report shall represent the finished product to be presented to the public at the final public workshop meeting to be held on or before **November 30, 2018**. The report shall include:
 - a. Key themes from all data gathering efforts.
 - b. Vision statement
 - c. Analysis and recommendations
 - d. An overview of the data gathering process.
 - e. A goals and policies statement (based on the vision created and appropriate for inclusion into a future borough Master Plan).
 7. Develop a variety of support graphics and visualizations consisting of sketches, plans, and/or photo simulations of improvements discussed at public meetings. The Consultant shall prepare a minimum of two ***(2) graphics, of different perspectives or locations, using 3D Building Information Modeling (BIM) software such as Autodesk REVIT*** (of appropriate size for visual presentation to the audience) in advance of subsequent public meetings with a ***minimum of twelve (12) renderings*** prepared during the course of the entire visioning process. **Four (4)** of the renderings shall represent the final visioning process and accompany the final report with public presentation at the last meeting.

8. Provide monthly status reports to the steering committee.

TIMELINE

The time schedule for implementation of these services shall be based upon a mutually agreeable meeting schedule. The targeted deadline for all work is **November 30, 2018**. This deadline allows for the project status and outputs to be shared with the community at the monthly borough meetings and public input workshop meetings to be advertised and scheduled. In no case shall the process be extended past **November 30, 2018** unless specifically requested by other parties and agreed to by both parties in writing.

MINIMUM CRITERIA

- The Consultant shall have a minimum of **five (5) years** of specific experience with successful planning and facilitating of community visioning or similar processes (groups of 5-200 people) in conjunction with small-community (population less than 10,000) visioning and master planning, preferably within the Commonwealth of Pennsylvania.
- At least two **(2) prior** similar visioning projects with a sample of each submitted for review.
- The ability to work effectively with and lead small and large diverse group participatory meetings attended by people of differing viewpoints and life phases.
- Skill in bringing out others' best thinking.
- Ability to elicit input from less verbal participants (and graciously time manage to ensure all have opportunities to contribute).
- Understanding of how to engage not only those interested in visioning and borough government but those who never think of these things.
- Excellent writing and public speaking skills.
- Imaginative, "thinking outside the box".

- Ability to develop and present ideas and concepts in graphic format which will be used to convey ideas and as a means of promoting the visioning mission to the community.
- Knowledge and understanding (through previous engagements or personal experience) of the nature of small towns and concerns of citizens.
- The ability to work with a large volume of information, summarizing it so all ideas are captured, key ideas/themes are emphasized and information is distilled into a highly readable, actionable summary.

RFP REQUIREMENTS AND EVALUATION

To be considered for this engagement, the Consultant must have the prerequisite skills and experience and submit all required materials such that they are received by the deadline on **April 2, 2018 at 1:00 PM DST**. The proposal is limited to fifteen (15) pages (including appendices) using a font text point of 11-point or larger. Proposals should be succinct and well organized (brevity is appreciated). Cover sheets, table of contents, resumes and references are not included in the page limits.

RFP SUBMISSION

Evaluation Criteria

Proposer responses to RFP Requirements (questions 1-7 below) shall be ranked as follows:

- a. Highly Advantageous
- b. Advantageous
- c. Not Advantageous

The successful candidate will demonstrate through his/her proposal, interview, and references that he/she is capable of:

- a. Developing and orchestrating a solid visioning process.

- b. Facilitating community planning sessions that result in both high-quality outputs and engaged, enthusiastic participants.
- c. Collaborating with **Exeter Borough/Exeter Proud** members to orchestrate a successful process with a strong set of actionable outputs.

Candidates' proposals will be evaluated based on the RFP requirements and minimum criteria. Those selected for additional consideration may be interviewed (in person), work product/writing samples will be requested and finalist references will be checked.

The successful consultant will execute a professional services contract with the Borough of Exeter (Attached herewith).

The proposal will include the following sections and information:

(Note: Sub-Consultants, joint ventures, and similar business arrangements where multiple business entities will be used for these services in addition to the Primary Consultant shall be clearly identified in the RFP response).

1. Cover Sheet and Table of Contents

2. **Cover letter:** providing Federal Tax ID number, statement of ability to complete the work given anticipated workload, absence of conflicts of interest and a stated commitment to work within the budget agreed upon by all parties.

3. **Consultant Qualifications:** for any consulting candidate proposed for the project. Summary of relevant skills, experience and education.

4. **Project Team:** Provide overview of any additional resources who will be used to support the Consultant (e.g. transcription of data at events) and description of how their services will be used. The proposed project team will be the contract project team unless changes have been approved, in writing, by the **Borough of Exeter/ Exeter Proud**.

5. **Approach:** (To include project management, driving attendance/engagement, facilitation, reporting) including detailed schedule.
6. **Answers to the Following Questions:**
- a. Why do you feel visioning is important for a small community such as Exeter?
 - b. What is your approach to ensure community visioning processes are successful?
 - c. How would you develop and orchestrate a solid visioning process?
 - d. How many boroughs/towns, less than 10,000 have you worked with? What were the tasks and outcomes?
 - e. What support would you ask from the Borough/Exeter Proud organization (specific tasks)?
 - f. How would you collaborate with the steering committee to orchestrate a successful process with a strong set of actionable outputs?
 - g. How would you facilitate public workshop sessions that result in both high quality outputs and engaged, enthusiastic participants?
 - h. How do you engage less vocal members in the community?
 - i. What ideas do you have for including the opinions of community members who are not able to attend in person?
7. **Resumes:** - Consultant, Sub-Consultant, and any support staff.
8. **References:** (For Consultant three references including two from town officials or participants where visioning or similar work has been performed). The reference list should include: name, address, telephone number, email, title of project, brief description of project and when performed. For any staff used by Consultant, provide references from three (3) relevant projects where skills are required.

Submit **ten (10) sets** of your sealed proposal in hard-copy, which shall include the RFP response and price proposal.

Any proposal received after the due date and time will not be considered.

Questions regarding the RFP should be directed to Mary Pat Colman or Lawrence Marchetti of Exeter Proud.

Any changes to the RFP, clarification of substance, etc.. will be conveyed in writing via posting to the Exeter Borough website to all who have secured the RFP. It is the Bidder's responsibility to convey any clarifications or addenda to their respective sub-consultants.

All proposals will be kept confidential until opened.

CONSULTANT'S COMPENSATION

The Consultant's compensation shall be all-inclusive and include the following:

- a. Insurance and bonds (if necessary) including Workman's Compensation, Liability Insurance, etc..
- b. Travel Expenses including lodging, food, fuel, and tolls.
- c. Reproduction costs for paper and electronic media and Consultant's use of electronic presentation devices including laptop computers, projectors, etc..
- d. Consumables including, office supplies (e.g. paper, note pads, pens, drawing boards, Compact Disks, etc..).

CONSULTANT'S COMPENSATION DRAWDOWN SCHEDULE

1. The Borough of Exeter will pay the Consultant **30%** of the stipulated fee of \$_____ upon execution of the Contract with a submitted invoice.
2. The Borough of Exeter will pay the Consultant **40%** of the stipulated fee of \$_____ upon the completion of four (4) community workshop meetings and five (5) Steering Committee Meetings with a submitted invoice.
3. The Borough of Exeter will pay the Consultant the final **30%** of the stipulated fee of \$_____ upon the completion of the final public workshop meeting (No later than November 30, 2018), and submission of the final report with a submitted invoice.

Contract for Professional Services

This Contract, is made and entered into this _____ day of _____ by and between the Borough of Exeter, a Municipal Corporation of Luzerne County, Commonwealth of Pennsylvania (hereinafter called the “Borough”), and _____ (hereinafter called the Consultant).

In consideration for the following mutual agreement and covenants, it is understood and agreed by and between the parties as follows:

This Contract covers the period from **April 15, 2018** to **November 30, 2018**

This Contract references and incorporates all aspects of the attached ***Request for Proposal; Borough of Exeter and Exeter Proud for Community Visioning and Action Strategy Services***, dated **February 28, 2018**, and the Consultant’s response. The purpose of the work is to guide the Borough of Exeter and Exeter Proud through a process of Community Visioning and Action Strategy Services in a long-term plan to develop strategic plans to take the Borough/Community into the future.

1. All provisions of the RFP shall be strictly complied with and conformed to by the Consultant, and no amendment to this Contract shall be made except upon the writer consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the RFP except as specifically provided for in such amendment.
2. The scope of the Consultant’s work is defined in the RFP under the section titles **“Deliverables/ Approach”** under **“Meetings”** and **“General Tasks/Objectives”** and shall generally consist of multiple public workshop meetings with visual presentations to elicit community involvement and designed to identify community-wide issues, analyze strengths, weaknesses, opportunities, and threats to the community with the preparation of a draft community vision statement, the obtaining of a general community consensus on the draft vision statement, and the development of a tagline. The development process will also include the facilitation of separate, multiple steering committee meetings with **Exeter Proud/ Exeter Borough** to ensure the effective and efficient operation of the public workshop meetings, and to begin to address the organization and structure of a viable community reinvestment strategy for the Exeter Borough, Wyoming Ave. central business corridor.
3. The Borough will make progress payments to the Consultant in accordance with the drawdown schedule contained in the RFP and pay to the Consultant an aggregate sum of **\$ _____** when the final report and public hearing is held, and a final invoice submitted as stipulated in the Request For Proposal.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures this _____ day of _____, 2018.

Borough of Exeter, Luzerne County, Commonwealth of Pennsylvania

By _____
Borough Manager

By _____
Consultant

By _____
Exeter Borough Council- President

By _____
Exeter Borough Council- Member

Contract Provisions

1. TERMINATION

If the Consultant becomes bankrupt or insolvent during the term of this Contract or is unable to meet obligations as they become due, or breaches the terms of this Contract in any way, the **Borough of Exeter** may forthwith terminate this Contract upon written notice thereof to the Consultant. Such termination shall not prejudice the Borough of Exeter's right to any amounts of work product then due under this Contract.

If the **Borough of Exeter** shall become bankrupt or insolvent during the term of this Contract, or is unable to meet obligations as they become due, this Contract shall be deemed breached by the **Borough of Exeter**, and the Consultant shall have the right to terminate this Contract by serving written notice of termination. This shall be the exclusive right of the Consultant.

Either party may terminate this Contract, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Contract through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

If the **Borough of Exeter** terminates for default, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the Borough of Exeter incurs because of the Consultant's default.

The **Borough of Exeter** may terminate this Contract, in whole or in part, in writing for inconvenience, (such as for legal or financial reasons or major changes in the work or program requirements) and the Consultant is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

If the **Borough of Exeter** terminates for inconvenience, the Consultant shall be paid for work performed to date.

Upon receipt of a termination action under the paragraphs above, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the **Borough of Exeter** all data, drawings, specifications, reports, estimates, summaries and such other information and materials as the Consultant may have accumulated in performing this Contract, whether completed or in process. Upon termination under the paragraphs above, the **Borough of Exeter** may take over the work and prosecute the same to completion by agreement with another party or otherwise.

If, after termination for failure of the Consultant to fulfill its contractual obligation, it is

determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the inconvenience of the **Borough of Exeter**.

2. INDEMNITY

The Consultant will indemnify, and hold the **Borough of Exeter** and **Exeter Proud**, its officials, agents, servants and employees harmless from and against any and all liability including suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees for damage to persons or property of any kind whatsoever arising out of any and all activities to be conducted by the Consultant pursuant to this Contract.

3. INSURANCE

The Consultant shall, at all times during the Contract, maintain in full force and effect: contractual liability coverage for the provisions of section INDEMNITY. All insurance shall be by insurers and for policy limits acceptable to the **Borough of Exeter** and, before commencement of work hereunder, the Consultant agrees to furnish the **Borough of Exeter** with certificates of insurance or other evidence satisfactory to the **Borough of Exeter** to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

During the term of the Contract, the Consultant and each Sub-consultant shall, at their own expense, purchase and maintain insurance in companies properly licensed in the Commonwealth of Pennsylvania and satisfactory to Exeter Borough and include:

Workmen's Compensation:

Statutory as required by law; Employer's Liability: \$100,000 each accident

Comprehensive General Liability

Including coverage for direct operations, sublet work, contractual operations with limits not less than:

Personal Injury: \$1,000,000 each person
Each Occurrence: \$2,000,000

Bodily Injury: \$1,000,000 Each Person
Each Occurrence: \$2,000,000

Broad Form: Aggregate \$1,000,000

Comprehensive Automotive Liability

Having coverage for owned, non-owned, and hired vehicles with limits not less than:

Bodily Injury: \$1,000,000 each person
Each Accident: \$2,000,000

Property Damage: \$1,000,000 Each Person
Each Occurrence: \$2,000,000

Liability insurance may be arranged by comprehensive general liability and comprehensive automobile liability policies for full limits required: or by a combination of underlying comprehensive liability policies for lesser limits with remaining limits provided by an Excess Umbrella Liability Policy.

4. LICENSE AND FEES

The Consultant shall obtain all licenses and permits (other than the license and permit granted by the Contract) required to conduct the activities pursuant to this Contract and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.

5. NONDISCRIMINATION

The Consultant shall not discriminate against any person because of race, color, religious creed, national origin, gender, age, ancestry, handicap, gender identity, veteran's status, sexual orientation or any other protected class under the law.

6. COMPLIANCE WITH LAWS

The Consultant shall conduct operations under this Contract in compliance with all applicable laws, regulations, rules, by-laws and codes of the local, state and federal government.

7. AVAILABILITY OF FUNDS

The compensation provided by this Contract is subject to the continued availability of grant funding from the PA Department of Community and Economic Development (DCED), **Borough of Exeter** funds, and **Borough of Exeter** appropriations.

8. ACCESS TO RECORDS

Consultant will make all books, accounts, data, records, reports, files and other papers

required to be kept or kept in the course of the work to be performed under this Contract available at all reasonable times for inspection, for **review and audit by PA DECD, Borough of Exeter, Exeter Proud**, or its authorized representative.

9. RIGHTS AND REMEDIES

Borough of Exeter's rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

10. CONFLICT OF INTEREST

Each party shall adhere to the provisions of Commonwealth of Pennsylvania General Laws, with respect to the Conduct of Public Employees. In addition, no member, officer, or employee of either party, or its designee, or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter (or such longer period as may be provided by Commonwealth of Pennsylvania General Laws), shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract. Each party shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest, pursuant to the purposes of this subsection.

11. JURISDICTION

This Contract shall be interpreted by the laws of the Commonwealth of Pennsylvania and any suit brought pursuant to this Contract shall be commenced only therein the County of Luzerne, Pennsylvania.

12. MODIFICATION, WAIVER OR CHANGE

No modifications, waiver or change shall be made in the terms and conditions of this Contract except as may be mutually agreed upon in writing by all parties hereto.

13. ASSIGNMENT

Borough of Exeter and Consultant recognize that each has a substantial interest in having the other perform or control the acts required of it by this Contract. Neither party shall perform its duties through a delegate nor assign its interest under this Contract without the written consent of the other. Nothing herein shall be construed to prevent an assignor's due performance of its entire obligation.

14. SUCCESSORS AND ASSIGNS

Borough of Exeter and Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

15. ENTIRE UNDERSTANDING

This Contract and the RFP, together with any additional attachments hereto, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

16. SEVERABILITY

In the event that any provision of this Contract shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Contract or modified so as to render it reasonable, and the remaining provisions of this Contract or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Contract. Further, should this Contract omit any statutory or regulatory requirements which would otherwise render this Contract illegal, then this Contract shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.

17. OWNERSHIP OF DOCUMENTS

The parties agree that all documents, including electronic media/files, created for this project by the Consultant shall belong to the **Borough of Exeter/Exeter Proud**.