

UPPER MOUNT BETHEL TOWNSHIP

REQUEST FOR PROPOSALS (RFP)

Independent Third-Party Lead Negotiator for a Comprehensive Community Benefits Agreement

RFP No.: [To be assigned]

Issuing Authority: Upper Mount Bethel Township Board of Supervisors

County: Northampton County, Pennsylvania

Issue Date: [Insert date]

Proposal Deadline: [Insert date and time]

Anticipated Contract Award: [Insert date]

Primary Contact: [Township-designated procurement contact]

Contract Term: Initial 12 months, with extensions at the Township's discretion

SECTION 1 — INVITATION TO PROPOSE

Upper Mount Bethel Township, Northampton County, Pennsylvania (the "Township"), invites qualified independent professionals, consulting firms, negotiation specialists, and multidisciplinary teams to submit proposals to serve as the Township's **independent lead negotiator for a comprehensive Community Benefits Agreement (CBA)** associated with the proposed large-scale data center, energy infrastructure, and related development under consideration in the Township.

The selected consultant will represent the Township's interests in negotiations with the developer and its affiliates, investors, operators, utility partners, contractors, and other relevant parties.

The purpose of this engagement is to secure a legally enforceable agreement that provides measurable, proportionate, and lasting benefits to the Township and its residents while addressing the fiscal, environmental, infrastructure, public-safety, land-use, and quality-of-life impacts associated with the proposed development.

The Township seeks a professional with demonstrated experience in negotiating and completing complex agreements on behalf of municipalities or other public-interest entities. The Township is not seeking merely a facilitator, public-relations consultant, development advocate, or intermediary whose primary objective is to reach an agreement regardless of its terms.

The selected negotiator's duty under this engagement is to advance the Township's authorized negotiating objectives, protect the public interest, and recommend an agreement only when its terms are sufficiently clear, enforceable, and beneficial to the community.

The Township reserves the right to reject any or all proposals, request additional information, interview proposers, negotiate contract terms, and cancel or modify this RFP in accordance with applicable law and the terms stated herein.

SECTION 2 — BACKGROUND AND PURPOSE

2.1 Project background

The Township is evaluating issues associated with a proposed large-scale data center campus and related infrastructure development. The project has been publicly discussed in connection with a potential campus of substantial scale and significant electricity demand.

The Township recognizes that projects of this nature may create economic opportunities while also generating substantial demands on land, water, electricity, transportation, emergency services, municipal administration, and regional infrastructure.

The Township seeks independent professional assistance to evaluate the proposed development's anticipated impacts, establish negotiating priorities, and negotiate a comprehensive CBA with clearly defined obligations and enforceable protections.

This RFP does not represent an endorsement of the proposed development, a commitment to approve any land-use application, or an agreement to accept any proposed financial contribution.

The final project description, developer entities, ownership structure, anticipated construction phases, utility arrangements, and relevant application numbers will be identified or confirmed by the Township before the RFP is issued.

2.2 Purpose of the CBA

The Township intends to negotiate an agreement that:

1. Protects the financial interests and long-term fiscal stability of the Township and its residents.
2. Ensures that the developer bears appropriate costs attributable to the development, to the extent permitted by law.
3. Establishes meaningful protections for water resources, environmental quality, public health, and residential quality of life.
4. Provides reliable funding for affected municipal services and infrastructure.
5. Creates measurable opportunities for local employment, workforce development, and local business participation.
6. Provides transparency concerning project construction, operation, resource consumption, and community commitments.

7. Establishes enforceable remedies if the developer fails to perform.
8. Remains effective through construction, phased expansion, changes in ownership, and long-term operation, as legally appropriate.
9. Protects the Township from unfunded obligations and unexpected costs.
10. Preserves the Township's lawful decision-making authority over zoning, land development, permits, and other governmental matters.

2.3 Definition of a successful outcome

A successful engagement is not measured solely by the headline dollar value of a proposed community contribution.

Success means obtaining an agreement that has:

- Clearly identified parties and enforceable obligations.
- A defensible assessment of project impacts and community needs.
- Financial commitments supported by reliable payment mechanisms.
- Specific deadlines, performance standards, and reporting requirements.
- Independent monitoring and verification.
- Remedies for nonperformance.
- Appropriate protections against project abandonment, delay, expansion, restructuring, or transfer.
- Meaningful community participation and public accountability.
- Independent legal review confirming that the proposed terms are lawful and capable of enforcement.

The consultant must be willing to advise the Township that a proposed offer is inadequate and recommend further negotiations or no agreement if the public interest is not adequately protected.

SECTION 3 — SCOPE OF SERVICES

The selected consultant shall serve as the Township's lead CBA negotiator and perform the following services.

3.1 Phase I: Due diligence and independent assessment

Within 30 calendar days after the notice to proceed, the consultant shall:

- A. Review all relevant materials supplied by the Township, including proposed memoranda of understanding, draft agreements, development applications, consultant reports, public meeting minutes, financial proposals, infrastructure studies, and available correspondence.

B. Identify all relevant parties, including the developer, parent entities, project subsidiaries, investors, operators, contractors, utility companies, and any entities expected to fund or implement community commitments.

C. Develop a project-specific risk register identifying financial, environmental, infrastructure, operational, legal, and community-impact issues requiring further investigation.

D. Identify material gaps in available information and recommend independent experts where additional analysis is needed.

E. Review existing proposals for community payments and benefits, distinguishing between:

- Legally binding obligations.
- Conditional commitments.
- Nonbinding statements of intent.
- Benefits already required by law or existing approvals.
- Benefits that are genuinely additional to existing obligations.

F. Evaluate whether proposed commitments are contingent upon electricity capacity, construction milestones, investment levels, occupancy, revenue, tax treatment, or other conditions.

G. Prepare a written assessment of the Township's negotiating position, leverage, priorities, risks, and alternatives.

H. Identify legal constraints on proposed CBA terms and coordinate with independent Township counsel.

Required deliverable: A written Due Diligence and Negotiating Position Report, including an executive summary, risk register, list of missing information, preliminary negotiating objectives, and recommended next steps.

3.2 Phase II: Community engagement and needs assessment

The consultant shall develop and implement a community engagement process approved by the Board of Supervisors.

The process shall include:

- Public listening sessions and structured opportunities for resident input.
- Engagement with emergency responders, municipal departments, affected neighborhoods, schools, local employers, community organizations, and other stakeholders.
- A mechanism for receiving written comments and documenting concerns.
- Identification of disproportionately affected residents or neighborhoods.
- A process for distinguishing broad community priorities from individual preferences.

- Written summaries of feedback and a transparent explanation of how it informs negotiating priorities.

The consultant shall not represent that all residents support the project or that a public meeting establishes community consent.

The consultant shall establish a community priorities matrix identifying each major concern, the proposed response, the appropriate agreement provision, the responsible party, and the method of verification.

Required deliverable: A Community Needs and Priorities Report, together with a public engagement plan and documented summary of stakeholder input.

3.3 Phase III: Establishment of the Township's negotiating strategy

Within 45 calendar days after the notice to proceed, the consultant shall present a proposed negotiating framework to the Board of Supervisors.

The framework shall identify:

1. Mandatory protections that should not be relinquished without express Board authorization.
2. Primary financial and nonfinancial objectives.
3. Secondary objectives that may be considered in exchange for other benefits.
4. Terms requiring independent legal, engineering, environmental, or financial review.
5. Conditions under which the Township should suspend negotiations.
6. A proposed negotiation sequence and schedule.
7. Recommended procedures for evaluating developer offers and counteroffers.
8. A process for obtaining Board authorization before material concessions.
9. A confidential internal negotiation strategy, maintained only to the extent permitted by law.
10. A method for documenting offers, counteroffers, outstanding issues, and agreed terms.

The consultant shall not independently waive Township objectives, execute agreements, or make representations binding the Township.

3.4 Phase IV: Lead negotiations with the developer

The consultant shall lead or coordinate all authorized CBA negotiations with the developer and its representatives.

Responsibilities include:

- Preparing negotiation agendas, proposals, and counterproposals.

- Evaluating the adequacy and enforceability of each material offer.
- Identifying unsupported assumptions and contingent commitments.
- Negotiating financial and operational protections.
- Maintaining a written negotiation log.
- Documenting unresolved issues and proposed resolutions.
- Advising the Board of Supervisors on the implications of proposed concessions.
- Coordinating with Township counsel and technical experts.
- Preparing periodic written updates for the Board.
- Recommending whether an offer should be accepted, rejected, or countered.

The consultant shall not disclose the Township's confidential negotiating strategy, reservation positions, or internal deliberations to the developer except as authorized by the Township and permitted by law.

The consultant shall not characterize an agreement as completed or approved until all required approvals, signatures, and legal formalities have been satisfied.

3.5 Phase V: Negotiation of comprehensive CBA provisions

The consultant shall develop and negotiate provisions addressing, as applicable and legally permissible, the following subjects.

A. Financial commitments and community investment

The consultant shall evaluate and negotiate:

- Initial community payments.
- Recurring annual contributions.
- Payments triggered by construction milestones, energized capacity, occupancy, or commercial operation.
- Payments associated with approved future phases or expansions.
- Funding for municipal infrastructure and public services.
- Contributions for emergency response, public safety, and training.
- Funding for community facilities, recreation, parks, or other identified priorities.
- Workforce training and educational initiatives.
- Independent administration and oversight of community funds.

The consultant shall assess the present value and timing of all proposed payments, accounting for inflation, contingencies, project delays, and the risk of nonpayment.

The CBA should distinguish between a stated maximum commitment and amounts that the developer is unconditionally obligated to pay.

Where legally appropriate, the consultant shall seek:

- Binding payment schedules.

- Escalation provisions.
- Financial guarantees, letters of credit, escrow arrangements, or other security.
- Restrictions on the use of community funds consistent with the negotiated agreement.
- Audit and verification rights.
- Interest, late-payment provisions, and enforceable remedies.

The consultant shall separately identify payments that are legally required through taxes, fees, permits, mitigation obligations, or other existing requirements, so that the Township can assess the true incremental value of the CBA.

B. Water resources and wastewater

The consultant shall coordinate with qualified technical experts to evaluate:

- Anticipated water demand during construction and operation.
- Cooling technology and water-consumption assumptions.
- Water sources and competing community needs.
- Drought contingencies and emergency restrictions.
- Wastewater generation and disposal.
- Groundwater and surface-water impacts.
- Monitoring, reporting, and public disclosure.
- Water conservation and recycling commitments.
- Financial responsibility for necessary infrastructure.
- Response procedures for shortages, contamination, or other water-related incidents.

The consultant shall seek measurable standards and enforceable obligations rather than general assurances that water resources will be protected.

C. Electricity, energy infrastructure, and utility impacts

The consultant shall coordinate an independent review of:

- Expected power demand and anticipated operating load.
- Utility infrastructure requirements and construction schedules.
- Potential costs or risks to existing ratepayers, subject to applicable regulatory jurisdiction.
- Responsibility for substations, transmission facilities, backup generation, and related infrastructure.
- Reliability and contingency planning.
- Construction-related impacts and mitigation.
- Energy-efficiency commitments.
- Reporting concerning actual demand and operating capacity.

The consultant shall identify which matters are within the Township's legal authority and which require action by utility regulators, the Pennsylvania Public Utility Commission, the Pennsylvania Department of Environmental Protection, or other authorities.

The CBA shall not be represented as replacing approvals required from those authorities.

D. Environmental protection and public health

The consultant shall evaluate appropriate provisions relating to:

- Air emissions and backup generators.
- Noise and vibration.
- Light pollution.
- Stormwater and erosion control.
- Construction dust.
- Hazardous materials and fuel storage.
- Environmental monitoring.
- Complaint investigation and resolution.
- Public reporting of environmental performance.
- Emergency response and incident notification.
- Restoration and remediation responsibilities.

The consultant shall identify enforceable performance standards and monitoring mechanisms and distinguish CBA obligations from statutory or regulatory requirements.

E. Traffic, roads, and transportation

The consultant shall evaluate:

- Construction traffic and heavy vehicle routing.
- Road damage and maintenance.
- Intersection improvements and traffic controls.
- Emergency access.
- Construction scheduling and restrictions.
- Pedestrian and school-related safety.
- Responsibility for repair, restoration, and project-related costs.
- Independent inspections and condition assessments.

The consultant shall seek a clear process for identifying project-attributable impacts and assigning responsibility for mitigation to the extent permitted by law.

F. Emergency services and public safety

The consultant shall evaluate funding and operational needs for:

- Fire and rescue services.
- Emergency medical services.
- Hazardous-material response.
- Specialized training.
- Equipment and protective gear.

- Emergency access and response planning.
- Communications and coordination.
- Long-term staffing and operating expenses attributable to the project.

The agreement should identify the intended recipients, payment timing, permitted uses, and accountability mechanisms for any funding.

G. Local employment and economic opportunities

The consultant shall negotiate measurable commitments, where legally permissible, relating to:

- Local and regional recruitment.
- Workforce development and apprenticeships.
- Partnerships with vocational schools and training providers.
- Local business outreach and contracting opportunities.
- Job reporting and verification.
- Training funds and participation targets.
- Periodic disclosure of workforce and contractor information.

Any local hiring or contracting provisions must be reviewed for compliance with applicable law.

The consultant shall distinguish permanent operating positions from temporary construction jobs and shall not rely solely on projected job totals supplied by the developer.

H. Land use, construction, and quality of life

The consultant shall evaluate provisions relating to:

- Construction hours and scheduling.
- Noise and light controls.
- Landscaping, screening, and buffers.
- Site maintenance.
- Construction management.
- Complaint handling.
- Communication with affected neighborhoods.
- Construction completion and restoration.
- Procedures for addressing material operational changes.

The consultant shall identify the proper legal instrument for each provision, including whether it belongs in the CBA, a development agreement, a lawful permit condition, or another enforceable instrument.

I. Property, community, and long-term impacts

The consultant shall assess whether the project creates identifiable impacts that justify additional community protections, including:

- Effects on nearby residential areas.
- Public-service demands.
- Long-term infrastructure requirements.
- Land-use compatibility.
- Property access and safety concerns.
- Community facilities and quality-of-life impacts.

The consultant shall not promise compensation or legal remedies that the Township lacks authority to provide or require.

J. Transparency and reporting

The consultant shall negotiate appropriate requirements for:

- Periodic reporting of payments and commitments.
- Construction and operating milestones.
- Water and energy consumption data, subject to lawful disclosure limitations.
- Environmental monitoring.
- Employment and workforce reporting.
- Public access to nonconfidential performance information.
- Annual compliance reviews.
- Independent audits where warranted.

K. Ownership changes, expansion, delay, and abandonment

The consultant shall seek protections addressing:

- Sale or transfer of the project.
- Changes in ownership or control.
- Assignment of agreement rights and obligations.
- New project phases and material increases in capacity.
- Changes in the operating model.
- Extended construction delays.
- Partial completion.
- Closure, abandonment, or decommissioning.

The objective shall be to ensure, to the extent legally possible, that commitments remain enforceable against appropriate successor entities and that material expansions are not treated as exempt from negotiated obligations.

L. Enforcement, default, and remedies

The consultant shall work with Township counsel to develop:

- Clearly defined obligations and deadlines.
- Notice and cure procedures.

- Verification and audit rights.
- Dispute resolution procedures.
- Financial security where appropriate.
- Remedies for nonpayment and material nonperformance.
- Recovery of reasonable enforcement costs where lawful.
- Injunctive or other relief where legally available.
- Survival of relevant obligations after ownership changes or project closure.
- Clear identification of the parties entitled to enforce each obligation.

The agreement must not rely solely on voluntary cooperation or nonbinding statements of intent.

3.6 Phase VI: Final agreement and implementation

The consultant shall coordinate preparation of a final negotiated CBA with independent Township counsel.

Before recommending execution, the consultant shall provide a written assessment identifying:

- Every material obligation.
- The responsible party.
- The applicable deadline or trigger.
- The financial value and payment schedule.
- The monitoring mechanism.
- The evidence required to establish compliance.
- Available remedies for nonperformance.
- Outstanding legal or technical concerns.
- Any material departures from the Township's approved negotiating objectives.

The consultant shall not provide a legal opinion unless separately qualified and retained to do so. Final legal review and approval shall remain with the Township's authorized counsel and governing body.

The consultant shall prepare an implementation matrix and compliance calendar for use after execution.

SECTION 4 — REQUIRED QUALIFICATIONS

4.1 Mandatory qualifications

Proposers must demonstrate:

1. At least five years of relevant professional experience in complex public-sector negotiations, development agreements, infrastructure agreements, community benefits agreements, or comparable work.
2. Experience representing municipalities, public authorities, community coalitions, or other parties whose interests are distinct from those of the developer.
3. Demonstrated personal involvement in negotiating and completing at least three executed agreements relevant to the proposed engagement, with at least two involving a municipality or other public-interest client.
4. Experience addressing material financial, infrastructure, environmental, or community-impact obligations.
5. Experience working with attorneys, engineers, environmental consultants, financial advisers, and public officials.
6. The ability to provide client references and documentary evidence of completed work.
7. Written disclosure of actual and potential conflicts of interest.
8. Sufficient professional capacity to lead negotiations, attend meetings, prepare documents, and respond within the required schedule.

For purposes of this RFP, an agreement will not qualify as a completed CBA merely because a consultant facilitated meetings, prepared a proposal, advised a developer, or participated in negotiations that did not result in execution.

If a proposer has fewer than three completed CBAs but has substantial experience with comparable municipal agreements, the Township may consider that experience only if the RFP expressly permits an exception and the proposer identifies the limitation.

4.2 Preferred qualifications

Preference may be given to proposers demonstrating:

- Experience with data centers, power infrastructure, energy projects, or other high-demand industrial developments.
- Experience with projects involving substantial electricity and water requirements.
- Experience negotiating agreements with phased construction and long-term operating obligations.
- Knowledge of Pennsylvania municipal law, land-use regulation, and public procurement.
- Experience with financial guarantees and performance security.
- Experience establishing community funds and independent compliance-monitoring systems.
- Experience working in rural communities and regions with limited municipal staffing or resources.
- Experience negotiating agreements that remained effective after changes in ownership or project scope.

4.3 Required personnel

The proposal must identify the individual who will personally serve as lead negotiator.

The Township will not accept a proposal that relies on the reputation of a firm while leaving the identity, experience, or actual participation of the lead negotiator unspecified.

The lead negotiator must:

- Attend all material negotiation sessions unless excused by the Township.
- Present findings directly to the Board of Supervisors.
- Personally lead strategy development and major negotiations.
- Disclose any proposed substitution of key personnel.
- Obtain prior written approval before replacing the designated lead.

SECTION 5 — EXPERIENCE AND PERFORMANCE VERIFICATION

Each proposer must submit a schedule of relevant completed agreements.

For each agreement, provide:

1. Project name and location.
2. Developer or counterparty.
3. Municipality or public-interest client.
4. Date negotiations began and agreement was executed.
5. Type and scale of development.
6. Total value of negotiated benefits, distinguishing guaranteed from conditional amounts.
7. Principal financial and nonfinancial commitments.
8. Exact role of the proposer and the named lead negotiator.
9. Whether the agreement was executed and whether material commitments have been fulfilled.
10. Any known material amendments, disputes, defaults, or enforcement proceedings.
11. Contact information for a client reference authorized to discuss the engagement.
12. Publicly available documentation or redacted excerpts demonstrating the negotiated terms.

At least two references should be from municipal or other public-interest clients.

The Township reserves the right to contact references, verify information, examine publicly available agreements, and request additional documentation.

Proposers shall not disclose confidential or privileged client information without authorization. Where an agreement cannot be provided, the proposer must explain the restriction and offer an appropriate alternative means of verification.

Unverified claims of experience, aggregate dollar figures without supporting project details, and references who cannot confirm the proposer's role will receive limited or no credit in the evaluation.

SECTION 6 — CONFLICTS OF INTEREST AND INDEPENDENCE

Independence is a material condition of this engagement.

6.1 Disclosure requirements

Each proposer must disclose:

- Current or recent representation of the developer, its parent companies, subsidiaries, affiliates, investors, utility partners, or principal contractors.
- Work performed for any party seeking development approvals or benefits from the project.
- Financial interests in the project or related entities.
- Referral fees, commissions, success fees, contingent compensation, or other financial arrangements tied to the development or its approval.
- Personal, professional, or financial relationships that could reasonably affect independence.
- Any prior involvement in negotiating or advising on the project's existing agreements.
- Any other actual, potential, or reasonably perceived conflict of interest.

Disclosures must cover the proposer, its parent or affiliated entities, the proposed lead negotiator, and personnel who would materially participate in the engagement.

The disclosure period shall cover the preceding five years, with additional disclosure of any older relationship that remains material.

6.2 Prohibited compensation arrangements

The Township intends to compensate the selected negotiator through a fixed fee, hourly arrangement with a not-to-exceed ceiling, or milestone-based fee tied to completion of professional deliverables.

Compensation shall not be contingent on obtaining a particular approval, securing a specified dollar amount from the developer, or persuading the Township to accept an agreement.

The consultant shall not receive commissions, referral payments, gifts, or other compensation from the developer or a related party in connection with this engagement.

All reimbursable expenses must be disclosed in advance and approved in writing.

6.3 Conflict management

The Township may reject a proposal where a conflict cannot be adequately addressed.

Any waiver or mitigation plan must be documented in writing, reviewed by Township counsel, and approved by the Board where legally appropriate.

The selected consultant must promptly disclose any conflict that arises during the engagement.

SECTION 7 — PROPOSAL SUBMISSION REQUIREMENTS

Proposals must contain the following sections in the order listed.

A. Executive summary

Describe the firm's understanding of the assignment, the principal risks, the proposed approach, and the qualifications of the lead negotiator.

B. Firm profile

Provide the legal name, business address, ownership, organizational structure, years in operation, relevant service areas, and any material litigation or professional disciplinary matters involving the proposed engagement.

C. Lead negotiator résumé

Provide a detailed résumé identifying the lead negotiator's actual role in completed agreements.

D. Comparable-project schedule

Provide the information required under Section 5.

E. Negotiation methodology

Describe how the proposer will assess the project, engage residents, establish priorities, negotiate with the developer, evaluate concessions, and determine whether an offer is adequate.

F. Project-specific preliminary assessment

Using information lawfully available at the time of submission, identify the five most consequential issues that Upper Mount Bethel should address before accepting a CBA.

For each issue, identify the information required, the proposed negotiating objective, the appropriate technical or legal expertise, and the mechanism by which compliance could be verified.

G. Independence and conflicts disclosure

Provide a signed statement satisfying Section 6, including a list of relevant current and former clients.

H. Staffing and availability

Identify all proposed team members, their responsibilities, anticipated hours, availability, and arrangements for technical or legal support.

I. Work plan and schedule

Provide a proposed schedule for due diligence, community engagement, negotiations, agreement drafting, and implementation planning.

J. Compensation proposal

Provide the fee structure, hourly rates if applicable, estimated hours, total not-to-exceed amount, reimbursable expenses, and assumptions.

K. References

Provide at least three professional references, including at least two public-interest or municipal clients.

L. Sample work product

Provide a redacted sample of a completed agreement, negotiation memorandum, compliance matrix, or comparable deliverable demonstrating the proposer's ability to translate negotiating objectives into measurable contractual obligations.

SECTION 8 — COMPENSATION AND CONTRACT STRUCTURE

The Township anticipates a professional-services contract with a clearly defined scope, schedule, budget, and reporting obligations.

The proposer shall identify separately:

- Lead negotiator fees.

- Supporting consultant fees.
- Legal services, if proposed and authorized.
- Engineering, environmental, financial, or other specialist services.
- Travel and meeting expenses.
- Document preparation and administrative expenses.
- Optional post-execution monitoring services.

No expense outside the approved budget may be incurred without written authorization.

The Township may require separate proposals or contracts for legal counsel and specialist services.

The consultant shall not subcontract material services without prior written approval.

The consultant must maintain appropriate professional liability and general liability insurance, together with any additional coverage required by the Township's insurer or counsel.

SECTION 9 — EVALUATION CRITERIA

Proposals will be evaluated by an authorized Township evaluation committee under a documented process.

Evaluation category	Maximum points
Verified completed CBA and comparable agreement experience	25
Qualifications and demonstrated capability of the named lead negotiator	20
Independence, conflicts management, and public-interest commitment	15
Project-specific negotiation methodology and risk assessment	15
Enforceability, implementation, and compliance-monitoring approach	10
Municipal references and demonstrated performance	10
Cost and value	5
Total	100

9.1 Minimum qualification threshold

The Township may establish a minimum technical score of 70 out of 95 available technical points before considering cost.

The evaluation committee may recommend that a proposer be excluded if mandatory qualifications are not met, required disclosures are incomplete, material claims cannot be verified, or a conflict presents an unacceptable risk.

9.2 Interviews and presentations

The Township may invite shortlisted proposers to participate in interviews.

Interviews should require each lead negotiator to explain how they would respond to the following hypothetical situations:

- The developer offers a large headline contribution, but most payments are contingent on future project phases.
- The developer refuses to provide independent information concerning projected water demand.
- The developer offers funding for emergency services but will not agree to long-term operating-cost protections.
- The developer seeks to limit reporting or audit rights.
- The developer requests that the Township publicly endorse the project before negotiations are complete.
- A proposed agreement contains substantial nonbinding promises but limited enforcement mechanisms.
- A consultant's compensation is proposed to increase if the agreement is signed quickly or reaches a specified dollar value.

The Township may ask the lead negotiator to explain which terms should be accepted, rejected, or countered, and how the recommendations would be justified to residents and the Board.

9.3 Reference verification

Reference checks should address the individual's actual negotiating role, quality of work, responsiveness, independence, ability to manage difficult negotiations, and the extent to which the negotiated commitments were performed.

9.4 Best-value selection

The Township intends to select the proposal offering the best overall value based on qualifications, demonstrated results, independence, methodology, and cost—not simply the lowest price.

Any final selection and contract award must comply with applicable law and the Township's adopted procurement procedures.

SECTION 10 — REQUIRED DELIVERABLES AND PERFORMANCE STANDARDS

The selected consultant shall provide, at minimum, the following deliverables:

Deliverable	Target deadline
Initial work plan and document request	10 calendar days after notice to proceed
Due diligence and risk assessment	30 calendar days
Community engagement plan	30 calendar days
Community needs and priorities report	45 calendar days
Negotiating framework and initial proposal	45 calendar days
Negotiation log and written status reports	Monthly and after material developments
Draft CBA and issue-resolution matrix	According to the approved negotiation schedule
Final negotiated agreement and exceptions report	Before execution, subject to negotiations
Implementation and compliance matrix	Before execution or at an approved finalization milestone
Post-execution transition briefing	Within 15 calendar days after execution, if applicable

These are proposed target deadlines. The Township may adjust them based on the status of negotiations, information availability, public meetings, legal review, and project developments.

The consultant shall report monthly to the Board of Supervisors and provide prompt notice of any material development that could affect the Township's negotiating position.

The consultant shall maintain organized records of meetings, offers, counteroffers, decisions, and deliverables in accordance with the contract and applicable records-retention requirements.

SECTION 11 — GOVERNANCE AND DECISION-MAKING AUTHORITY

The Board of Supervisors retains all authority assigned to it by law.

The consultant shall:

- Report to the Board or its authorized representative.
- Obtain approval before accepting material concessions or revising authorized negotiating objectives.
- Provide written recommendations before material decisions.
- Identify any recommendation that departs from the approved negotiating framework.
- Attend public meetings when requested.
- Maintain accurate records of all authorized negotiation activity.
- Avoid statements suggesting that the consultant can independently bind the Township.

The consultant may not sign a CBA on behalf of the Township unless expressly authorized through a lawful written delegation.

The Township shall designate a primary point of contact and establish a procedure for obtaining timely direction from the Board.

SECTION 12 — PUBLIC TRANSPARENCY AND RECORDS

The consultant shall comply with applicable Pennsylvania public-records laws, records-retention requirements, and any lawful confidentiality obligations.

The consultant shall not promise the developer that materials will remain confidential where disclosure may be required by law.

The Township and consultant shall establish a document-management process that distinguishes, as legally appropriate:

- Public records and public-facing reports.
- Internal negotiation materials.
- Confidential third-party information.
- Attorney-client privileged communications and attorney work product maintained under counsel's direction.

The consultant shall cooperate with lawful public-records requests and refer questions concerning disclosure to the Township's designated records officer and counsel.

Public reporting should provide residents with meaningful information about progress, unresolved issues, proposed commitments, and final terms, while protecting lawful confidentiality and preserving the Township’s negotiating position where permitted.

SECTION 13 — CONTRACT TERMS AND TERMINATION

The final professional-services agreement shall address:

1. Scope of services and authorized deliverables.
2. Compensation and expenditure limits.
3. Conflicts of interest and ongoing disclosure.
4. Confidentiality and public-records compliance.
5. Ownership and transfer of work product.
6. Insurance and indemnification, as approved by counsel.
7. Subcontractor approval.
8. Recordkeeping and audit rights.
9. Performance standards and reporting.
10. Termination for convenience upon written notice.
11. Termination for material breach, subject to applicable notice and cure requirements.
12. Transition assistance and delivery of all Township records.
13. Dispute resolution and applicable Pennsylvania law.
14. No guarantee of a particular negotiation outcome.
15. No authority to bind the Township without express authorization.

Upon termination or completion, the consultant shall provide the Township with all paid-for work product, negotiation logs, correspondence maintained for the engagement, draft agreements, supporting analyses, and implementation materials, subject to applicable law and privilege requirements.

SECTION 14 — PROPOSED PROCUREMENT SCHEDULE

Milestone	Proposed date
RFP issued	[Insert date]
Written questions due	[Insert date]
Township responses or addendum issued	[Insert date]
Proposal deadline	[Insert date]

Milestone	Proposed date
Evaluation and reference checks	[Insert date range]
Interviews	[Insert date range]
Selection recommendation	[Insert date]
Board consideration and award	[Insert date]
Contract execution and notice to proceed	[Insert date]

All questions must be submitted in writing to the Township's designated procurement contact. No proposer may seek preferential treatment through unauthorized communications with members of the evaluation committee or Board.

The Township may issue written addenda to clarify or modify the RFP. Proposers are responsible for acknowledging all addenda in their submissions.

SECTION 15 — RESERVATION OF RIGHTS

The Township reserves the right, subject to applicable law, to:

- Reject any or all proposals.
- Waive immaterial informalities.
- Request clarification or supplemental information.
- Verify credentials, references, and project experience.
- Conduct interviews and negotiations with shortlisted proposers.
- Negotiate the final scope, schedule, and fee.
- Require additional conflict disclosures.
- Modify or cancel the procurement.
- Decline to enter into a CBA if the negotiated terms are not in the Township's public interest.

Issuance of this RFP does not obligate the Township to award a contract, approve a development application, or accept any proposed community benefit.

SECTION 16 — REQUIRED CERTIFICATIONS

Each proposer must sign the following certifications:

Accuracy of submission: The proposer certifies that the information supplied is accurate and complete to the best of its knowledge.

Independence: The proposer has disclosed all actual, potential, and reasonably perceived conflicts of interest relevant to the engagement.

Compensation: The proposer has disclosed all proposed fees and confirms that it will not receive undisclosed compensation from the developer or related parties.

Authority: The proposer acknowledges that it has no authority to bind the Township or commit the Township to any agreement without express lawful authorization.

Performance: The proposer acknowledges that the Township expects independently verifiable evidence of relevant experience and may reject unsupported claims.

Compliance: The proposer agrees to comply with the final contract, applicable law, lawful public-records requirements, and the Township's authorized instructions.

Authorized representative: _____

Title: _____

Firm: _____

Signature: _____

Date: _____

APPENDIX A — REQUIRED PROPOSAL CHECKLIST

Each proposal must include:

- ☐ Executive summary.
- ☐ Firm profile and ownership.
- ☐ Named lead negotiator and detailed résumé.
- ☐ At least three comparable agreements or a clearly disclosed request for an expressly permitted exception.
- ☐ Documentation and references verifying the proposer's role.
- ☐ Municipal or public-interest client references.
- ☐ Project-specific preliminary risk assessment.

- ☐ Negotiation methodology and proposed schedule.
- ☐ Community engagement approach.
- ☐ Draft implementation and enforcement methodology.
- ☐ Complete conflicts and financial-relationship disclosure.
- ☐ Fee schedule and not-to-exceed proposal.
- ☐ Insurance information.
- ☐ Sample work product.
- ☐ Signed certifications.
- ☐ Acknowledgment of all RFP addenda.

Incomplete proposals may be rejected in accordance with the RFP's stated procedures.

APPENDIX B — QUESTIONS FOR THE LEAD NEGOTIATOR

The Township may use the following questions during interviews.

1. Identify three CBAs you personally negotiated that were signed and became effective. What were your responsibilities?
2. Which of those agreements involved municipal clients and large-scale industrial, energy, or data center development?
3. What commitments were guaranteed, and which were contingent?
4. Can the municipal client verify that the commitments were fulfilled?
5. Describe an instance in which you advised a public client to reject an inadequate offer or seek materially improved terms.
6. How would you evaluate a proposed \$50 million community commitment tied to a project reaching a specified capacity?
7. How would you protect the Township if the developer constructs only part of the proposed campus?
8. How would you secure reliable funding for water, roads, emergency services, and long-term municipal costs?
9. What financial guarantees would you seek if a developer's parent company were not directly obligated under the CBA?
10. How would you respond if the developer refused meaningful monitoring or enforcement provisions?
11. How would you ensure the CBA does not substitute for legally required taxes, fees, permits, or mitigation obligations?
12. What conflicts of interest would prevent you from representing the Township?
13. How would you manage a proposed success fee or other compensation arrangement tied to signing an agreement?
14. How would you ensure residents have meaningful input without compromising lawful confidential negotiations?

15. What would cause you to recommend that the Township not accept the developer's final offer?

APPENDIX C — MODEL CBA COMPLIANCE MATRIX

The selected consultant must develop a final project-specific matrix using a format substantially similar to the following:

Obligation	Responsible party	Deadline or trigger	Verification	Remedy
Community payments	Identified obligated entity	Contractually specified dates or milestones	Payment records and independent audit	Enforceable collection and other lawful remedies
Water reporting	Developer/operator	Quarterly or another negotiated interval	Metering and independent verification	Corrective action and contractual remedies
Road repairs	Responsible developer entity	Defined construction milestones and completion	Independent inspection	Repair, reimbursement, or security draw where lawful
Emergency-service funding	Identified obligated entity	Annual schedule or specified trigger	Expenditure and payment records	Collection of unpaid commitments
Environmental monitoring	Developer/operator	Continuous or periodic schedule as appropriate	Independent monitoring and public reporting	Corrective action and contractual remedies
Workforce commitments	Developer/operator or designated contractor	Annual or project-phase reporting	Audited or verified reports	Corrective plan and agreed remedies

Obligation	Responsible party	Deadline or trigger	Verification	Remedy
Ownership transfer	Developer and successor as legally required	Before or at transfer	Transaction notice and executed assumption documents	Contractual remedies and available security

The final matrix must specify actual standards, amounts, deadlines, responsible parties, and remedies. General statements of intent shall not be treated as substitutes for enforceable obligations.

END OF REQUEST FOR PROPOSALS

Recommended pre-issuance review: Township solicitor, procurement adviser, and any independent municipal engineering or financial adviser should review this document for legal sufficiency, consistency with existing Township contracts and approvals, applicable procurement requirements, and alignment with the Board of Supervisors' authorized objectives.