

REQUEST FOR PROPOSALS

RELEASE DATE: February 21, 2018

BY

The National Trust for Historic Preservation
2600 Virginia Ave, NW, Suite 1100
Washington, DC 20037

FOR

Equity in Historically African-American Neighborhoods Research

This Request for Proposal has been prepared by the National Trust for Historic Preservation. The National Trust for Historic Preservation considers this material to be confidential and proprietary. Contents must be held confidential by the authorized recipient and used only for the purpose of preparing a proposal for quotation. No portion may be reproduced or disclosed without specific authorization from the National Trust for Historic Preservation. If you decide not to prepare a proposal for this effort, please delete and/or destroy this document in its entirety.

Introduction

The National Trust for Historic Preservation (“NTHP”) is soliciting competitive proposals for a fixed-price contract from firms or individuals qualified to provide research, writing, and project management services.

The initial contract will cover services beginning on March 21, 2018 and run through December 31, 2018; renewal options may be negotiated.

Deadline for Receiving Proposals

Proposals will be accepted by the NTHP, via e-mail, **until 5:00 p.m. on March 14, 2018.**

Overview

Since 2011, research from the National Trust’s Preservation Green Lab has demonstrated the valuable role that older, smaller, and historic buildings play in supporting sustainability, livability, and economic vitality in American cities. How the urban and historic built environments of cities have impacted Black America is less well understood, however. With the support of the Ford Foundation through the African American Cultural Heritage Action Fund, the Preservation Green Lab will soon launch new research focused on the link between the built environment and equity, vitality, and livability in African American neighborhoods and in commercial corridors with concentrations of black-owned businesses.

This research will explore the following questions:

- How do changes to the built environment influence residential and commercial affordability and risk of displacement in historically African-American neighborhoods? How might the preservation and reuse of older, smaller, and historic buildings foster racially just and equitable communities?
- How do the challenges facing historically African-American neighborhoods compare to the challenges facing cities as a whole? Do historically African-American neighborhoods face especially acute or severe threats?
- What existing and new tools should cities leverage to retain their historic assets and support forms of social, environmental, and economic justice? What best practices and innovative new solutions for addressing affordability challenges have the greatest likelihood of success?

In collaboration with respected research partners and advisors, this nine-month research project will evaluate six-to-ten U.S. cities and document the links between characteristics of the built environment, trends in development and demolition, and patterns of affordability, displacement, and neighborhood change. Through asset mapping, statistical analysis (spatial regression and other statistical modeling), preservation practice, and market evaluation, the outcomes of this research will include data collection and analysis, key findings, development strategies, and policy and land-use recommendations for older buildings and city blocks. The target audience includes policymakers (local, state, and federal), financial lenders, real estate developers, and practitioners, who shape current and future cities, have shared interests in utilizing older buildings in support of creating and preserving affordable housing and commercial space, and could advocate for affordable, equitable, and inclusive cities.

This research project aims to:

- Promote preservation as an economic driver and placemaking strategy in predominately African American neighborhoods and in commercial corridors with concentrations of black-owned businesses.
- Inform an action agenda aimed at promoting affordability and minimizing risk of displacement in African-American neighborhoods and in commercial corridors with concentrations of black-owned businesses.
- Contribute to a rigorous assessment of local land-use planning tools and real estate development practices that leverage national best practices and innovative new strategies for promoting affordability and minimizing risk of displacement.

This research will focus on cities that have significant African-American histories and substantial African-American populations. Specific potential study cities include, but may not be limited to, the following:

- Atlanta
- Baltimore
- Birmingham
- Chicago
- Detroit
- Los Angeles
- Oakland
- Philadelphia

- Washington, D.C.

Funding Sources

The NTHP is a charitable, educational and nonprofit corporation created by an Act of Congress. It was chartered by Congress to encourage public participation in the preservation of sites, buildings and objects that are significant in American history. Financial support for the NTHP is provided by membership dues, endowment funds and contributions from private members and donors. It also receives certain matching grants from agencies of state and federal governments. This project is being funded through grant funding from the Ford Foundation. The selected Contractor must agree to be subject to underlying grant terms and conditions that are required to, including but not limited to, in relevant part:

- At the end of the grant period the Foundation shall be furnished a copy of any publication, audio or video program, film or other media product produced by NTHP under the grant for archival and/or research purposes. The Foundation shall have the right to make and disseminate additional copies of any such grant product. In addition, NTHP hereby grants to the Foundation a license to disseminate on the Foundation's website any product produced by NTHP under this grant.
- NTHP agrees to widely disseminate all products funded by this grant to which NTHP holds the copyright, and to license such products to the public under a non-exclusive Creative Commons Attribution 4.0.

Scope of Work

The contractor will complete the following scope of work:

1. Organize, lead, convene, and participate in regular calls with collaborative partners and advisors.
2. Assist Preservation Green Lab and NTHP staff in collecting, processing, and mapping data related to the project.
3. Play a lead role in statistical analysis and communicating statistical findings.
4. Participate in the drafting, revising, and publication of a research report and related deliverables.
5. Provide project management services to ensure that full project team meets interim and concluding deadlines, in conjunction with the Director of Research at the Preservation Green Lab.

Deliverables

The contractor will provide the following deliverables:

1. An internal report that includes complete information on statistical models, output of statistical analysis, and plain language interpretation of statistical findings.
2. A final internal report that includes all final products developed by the contractor throughout the term of the contract, including those products that were included in the published results of the study.
3. Complete set of digital files developed during the project, including project database(s), output of statistical models, notes, draft reports, etc., delivered electronically via a USB thumb drive.

Schedule

We anticipate work beginning at the Preservation Green Lab office in Seattle, Washington in March 2018 with a final report delivered by December 31, 2018.

Proposal Response Format and Requirements

1. Responses to the RFP must contain the following items:

- Cover letter stipulating relevant qualifications and experience
- Resume and portfolio of past work
- Up to three references from recent clients with the name, title, company address, phone number and email address for each reference.
- A statement that the applicant represents and warrants that (i) its proposal is not made in connection with any other applicant, (ii) is in all respects fair and without collusion or fraud, (iii) the applicant did not participate in any part of the RFP development process, and (iv) no agent, representative or employee of NTHP participated directly in the preparation of the applicant's response to this RFP.
- A description of insurance coverage as outlined below.

2. All responses and proposals must be received by 5:00pm EST on March 14, 2018.

Responses must be submitted, preferably in .pdf format, via email to:

Michael Powe, Ph.D.
Director of Research
Preservation Green Lab
National Trust for Historic Preservation
1221 E Pike Street, Suite 305
Seattle, WA 98122
mpowe@savingplaces.org

With an email copy to:

Elaine Bryant
Administrative & Contracts Assistant
Law Division
National Trust for Historic Preservation
The Watergate Office Building
2600 Virginia Avenue NW, Suite 1000
Washington, DC 20037
EBryant@savingplaces.org

Contract Award

1. In evaluating the proposals submitted in response to this RFP, NTHP will consider the following factors:

- a. The professional qualifications of the contractor.

- b. The contractor's experience in providing similar services on other comparable projects.
 - c. Past experience working in historically African-American neighborhoods and communities.
 - c. The responses received from references.
2. NTHP reserves the right, in the exercise of its sole discretion to:
- a. Reject all of the proposals received.
 - b. Reject any proposal because of defects, irregularities, omissions or provisions inconsistent with this RFP.
 - c. Accept a proposal without further discussion or negotiation.
 - d. Waive any defect or irregularity in a proposal and to accept that proposal when it is otherwise in the interests of NTHP to do so.
 - e. Negotiate directly with respondents for other terms, prices and conditions deemed proper and reasonable or to protect the interests of NTHP.

Insurance

The selected firm or individual will need to provide proof of a policy or policies of insurance providing coverage for their services under the Agreement including, as applicable, workmen's compensation, auto liability and general liability insurance. **Please include a description of your firm's insurance coverages in your response to this RFP.**

General Conditions

1. The firm or individual selected for this project will be engaged by NTHP. The contract between the parties will be prepared by NTHP and include, but are not limited to, the provisions contained in Exhibit A. Please review these provisions carefully before deciding whether or not you wish to respond to this RFP. **Please read the terms and conditions carefully; firms or individuals unwilling to agree to the stated terms must note any objection in their proposals.**
2. All replies in response to this RFP are the sole property of NTHP. Applicants are encouraged to exclude from their response any information that is proprietary to the bidding firm, used without express permission of the owner or otherwise subject to third party rights. All materials associated with this procurement process are subject to the terms of federal and State laws defining ownership of copyright, freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
3. Any costs and expenses incurred by applicants in preparing or submitting proposals are the sole responsibility of the applicant.
4. An applicant must be prepared to present evidence of experience, ability, service, facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.
5. No additions or changes to an applicant's original response to this RFP will be allowed after submission. While changes are not permitted, clarification of proposals may be requested or required by NTHP. Applicants who choose to respond to any requests for clarification do so at their sole cost and expense.

6. In some cases, applicants may be asked to give demonstrations, interviews, presentations or further explanations to the RFP's Selection Committee.

7. NTHP shall assume no liability for payment of services until the successful applicant is notified and until the contract has been signed by both the applicant and NTHP.

Supplemental documents available to Bidders:

- Description of the African American Cultural Heritage Action Fund [available for download here: <https://savingplaces.org/african-american-cultural-heritage>]
- A mutually acceptable contract incorporating the terms in Exhibit A.

Questions

All requests for the supplemental documents outlined above and any questions regarding the scope of work in this RFP should be submitted via email to:

Michael Powe, Ph.D.
Director of Research | Preservation Green Lab
mpowe@savingplaces.org

Any questions regarding National Trust policies and contracting procedures should be submitted via email to:

Elaine Bryant
Administrative and Contracts Assistant
ebryant@savingplaces.org

PLEASE NOTE THAT YOUR PROPOSAL MUST BE RECEIVED VIA EMAIL BY 5:00 P.M. ON March 14, 2018.

EXHIBIT A
CONTRACT TERMS AND CONDITIONS FOR A STANDARD SERVICES
AGREEMENT

National Trust Policies. The following provisions reflect and include, but are not limited to, National Trust policies and clauses that will be incorporated in a contract:

1. Scope of Work

- A. The scope of the work ("Work"), and the time for performance thereof, is as set forth in Exhibit A attached hereto and made a part hereof for all purposes.
- B. Upon execution of this Agreement, all services previously performed by Contractor on behalf of NTHP and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.
- C. Contractor shall obtain and make payment for any and all approvals and permits that are necessary for the performance of the Work.

2. The Project

The Work as described in Exhibit A, shall be provided for research, writing, and project management related to equity, affordability, and risk of displacement in historically African-American neighborhoods.

3. Time for Commencement and Completion

It is understood that time is of the essence of this Agreement and that Contractor shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the prevailing customs, standards, and practices of Contractor's business or profession. Work is to commence as set forth in Exhibit B ("Schedule") attached hereto, and shall be substantially complete as set forth in Exhibit B "Schedule" attached hereto.

4. Contractor's Obligations. The Contractor agrees to furnish and deliver all materials and to perform all the services set forth or otherwise identified in the Agreement and on any continuation sheets or exhibits, using its best skills and attention, for the consideration stated herein.

5. Representations & Warranties

- A. The Contractor represents and warrants that:
 - i. the Contractor has the requisite experience and training for the work to be performed;
 - ii. the Materials are original and have never been published (except for material subject to copyright for which the Contractor has obtained permission to use or materials in the public domain);
 - iii. the Contractor has not previously assigned, pledged, encumbered, or authorized the publication of the Materials in a manner that conflicts with the Agreement;

- iv. the Materials do not infringe upon any copyright, trademark, or other proprietary right, violate any right of privacy, or contain libelous material;
 - v. the Materials contain only information and data that is true and accurate to the best of the Contractor's knowledge, belief, and expertise; and
 - vi. the Contractor has full power to enter into the Agreement and to convey the rights granted herein to NTHP.
- B. These representations and warranties extend to licensees, sublicensees, and distributors of NTHP.
 - C. The Contractor shall obtain appropriate copyright permission for any photographs, illustrations, graphics, and other materials that are the property of third parties and included within the Materials submitted to NTHP. The Contractor will be responsible for all costs associated with obtaining copyright permission and approvals.
 - D. Contractor shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
 - E. Contractor shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
 - F. Contractor shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with NTHP, except when that information has been made available to the general public or will be made available upon request, or when NTHP gives written authorization for the use of non-public information on the basis that the use is in the public interest.
 - G. The Contractor shall defend and indemnify NTHP, its officers, directors, employees, agents, and licensees against all claims, liabilities, damages, judgments and expenses (including but not limited to reasonable attorney's fees and disbursements) based upon or arising out of any breach or alleged breach of the representations and warranties made in this Paragraph 2.

1. The Contract Sum

- a. The NTHP shall pay Contractor in current funds for the performance of the Work, subject to adjustments, additional services and reimbursable expenses, if any, as set forth in Exhibit C.
- b. The Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

2. Payment Terms

- a. Following completion of the Work and written acceptance by Owner, Contractor shall submit to NTHP an invoice or application for payment covering the services performed, in accordance with Exhibit C. NTHP will, within forty-five (45) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if NTHP approves such amount or any portion of such amount, it shall promptly pay to Contractor the amount so approved, provided Contractor is not in breach of or in default under this Agreement. If

NTHP disapproves any amount requested by Contractor, NTHP shall give Contractor specific reasons for its disapproval in writing.

- b. Any provision hereof to the contrary notwithstanding, NTHP shall not be obligated to make any payment (whether a progress payment or final payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
 - (1) Contractor is in breach or default under this Agreement;
 - (2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Work which is performed in accordance with this Agreement;
 - (3) Contractor has failed to make payments promptly to its Contractors or subcontractors or other third parties used in connection with the Work for which NTHP has made payment to Contractor; or
 - (4) If NTHP, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due Contractor hereunder unless and until Contractor, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by NTHP to be sufficient to so complete the Work.
- c. No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Contractor of any of its obligations hereunder with respect thereto.
- d. Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Work.
- e. The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Request for payment.
- f. NTHP shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Contractor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Contractor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.

6. Copyright & Intellectual Property Rights

- A. The components of the work as a whole delivered to NTHP pursuant to the Agreement are a “work made for hire” under United States copyright law.
- B. All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, non-exclusive, and irrevocable license to NTHP to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works or otherwise use the work or works for NTHP purposes.
- C. The Contractor represents and warrants that: (a) it has full power and authority to enter into the Agreement, to grant the rights purported to be granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it is the true owner of the Contractor Marks, and when used in accordance with the license granted under the Agreement, its Marks do not and will not infringe upon the trademarks or other proprietary rights of any third party.

7. Indemnification

- A. To the fullest extent permitted by applicable law, the contractor and its agents, partners, employees, and contractors (collectively "indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by NTHP, and hold harmless NTHP, its affiliated enterprises, representatives of NTHP, and their respective officers, directors, trustees, partners, employees and agents (collectively "indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the work or any part thereof which are caused in whole or in part by any negligent act or omission of the contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable. If more than one of the indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors shall be jointly and severally responsible to the indemnitees for indemnification and the ultimate responsibility among such indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which NTHP or any of the indemnitees has by law.
- B. The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

8. Insurance

- A. The Consultant shall maintain adequate insurance to provide coverage for liabilities arising from the acts and omissions of its directors, officers, agents, employees and subcontractor performing work under this Agreement.
- B. If the Consultant cannot meet these insurance requirements, the Consultant shall immediately notify the NTHP. The Consultant shall not commence work on the project unless its insurance coverage is approved in writing by the NTHP.
- C. Neither the procurement, maintenance nor limits of the coverage set forth in this Agreement shall relieve Contractor and/nor Subcontractor of liability for loss or damage in excess of the policy coverage or limits specified therein.

9. Limitation of Liability. NTHP assumes no responsibility or liability for any personal injury (including death and dismemberment) or for any property damage or loss suffered or sustained by you while you are engaged in the performance of the Agreement.

10. Confidentiality

- A. The Contractor shall maintain in strict confidence any Confidential Information of NTHP that the Contractor reviews, receives, or acquires in the performance of the Agreement. NTHP will make efforts to clearly identify, preferably in writing, any Confidential Information.
- B. “Confidential Information” means, subject to the limitation set forth below: economic and financial information, sales and marketing plans, information and materials obtained from interviews or surveys, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of NTHP. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Contractor; (ii) is already in the Contractor’s possession prior to the date of the Agreement without an obligation of confidentiality, except for information disclosed during discussions related to the Agreement; (iii) is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality; (iv) is independently developed by the Contractor; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Contractor. The Contractor may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors with a need to know.
- C. The Contractor shall not publicly release any information concerning NTHP or any subject relating to the Agreement, unless approved in advance and in writing by NTHP.

11. Examination of Records. NTHP and its representatives, the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives have the right to access and examine any books, documents, papers, and records of the Contractor that involve transactions related to the Agreement, for the purpose of audit, examinations, and making excerpts and transcriptions. The Contractor shall maintain auditable records for at least three (3) years following the latter or either the completion of the Agreement and all other pending matters or final payments have been made to Contractor.

12. Equal Opportunity/ Non-Discrimination. The parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or sexual orientation. The parties further agree to take affirmative action to assure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, age, national origin or sexual orientation. The obligations of this paragraph will also extend to disabled veterans, Vietnam era veterans and handicapped persons. The parties further agree that they will comply with all applicable provisions of: Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 et seq.; 78 Stat. 252); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat.394; 29 U.S.C. 29 784; 29 U.S.C. § 701 et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §

1681-83, 1685-86); and the Age Discrimination in Employment Act of 1975, as amended (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.).

13. Changes

- A. NTHP, without invalidating the Agreement, may order changes consisting of additions, deletions or modifications to the work to be performed as specified herein. All such changes will be authorized only by a written Addendum or Change Order signed by the duly authorized contract representatives of the Parties. The cost or credit to NTHP as a result of such changes will be determined by the mutual agreement of the Parties, and the price and time for performance will be increased or decreased accordingly.
- B. Additional conditions may be imposed by NTHP if it is determined that the Contractor is non-compliant to the terms and conditions of the Agreement.

14. Termination for Breach of Contract

- A. NTHP may terminate the Agreement by written notice to the Contractor, if the Contractor fails or refuses to perform the work required by the Agreement or defaults in any manner in the performance of the terms and conditions of the Agreement.
- B. Upon receipt of notice of termination, the Contractor will immediately cease all work and will turn over all work product and work-in-progress to NTHP's authorized Representative.
- C. In the event of termination for breach of contract, NTHP will have the right, in the exercise of its discretion:
 - i. to procure, upon such terms and in such manner as it may deem appropriate, those services which, except for such termination, would have been required by the Agreement to be performed by the Contractor;
 - ii. to commence an action or proceeding to recover damages sustained by NTHP as a result of the Contractor's breach of contract or to obtain any other remedy or form of relief authorized by the Agreement or otherwise permitted by law; and
 - iii. to include any excess costs incurred by NTHP in procuring the same services from other sources as an element in its claim for damages.
- D. The rights and remedies of the parties provided in this Paragraph are not exclusive, but are in addition to any other rights and remedies provided by law or under the Agreement including, but not limited to, any administrative, contractual, or legal remedies against Contractor for breach of the Agreement, as appropriate. Whenever possible and appropriate, Contractor will be given a commercially reasonable opportunity to cure any breaches that violate the terms of the Agreement.

15. Force Majeure. Either party may terminate or suspend its obligations under the Agreement if performance of its obligations is prevented or delayed by an event beyond the party's control and without its fault or negligence, including but not limited to: acts of God; acts of war or the public enemy; terrorism; fires; floods; epidemics; quarantine restrictions; strikes (other than own employees) ; freight embargoes; unusually severe weather; laws, regulations, and orders of governmental authorities; and curtailment of transportation facilities. Upon this circumstance arising, the non-performing party shall promptly notify the other party in writing and the parties shall negotiate in good faith to reach a resolution. The non-performing party will not be liable for this delay or failure to perform its obligations, except there will be a pro rata reduction in the consideration that would otherwise be due.

16. No Limitation of Liability. NTHP will not accept a proposal that seeks to limit the contractor's potential liability to the dollar value of the contract.
17. Prohibition on Lobbying. Nothing contained in the Agreement shall be interpreted or construed as:
 - A. authorizing the Contractor to provide any service or to produce or distribute any advertisement, telegram, telephone call, letter, printed or written communication, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress; or
 - B. obligating NTHP to pay any compensation to the Contractor or to reimburse the Contractor for any expenses incurred in providing any service or producing or distributing any advertisement, telegram, telephone call, letter, printed or written communication, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress.
 - C. Contractor shall comply with all prohibitions and/or restrictions against using any funds received from NTHP pursuant to the Agreement in violation on 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2202 and Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161).
18. Subcontracting. Neither the Agreement, nor any interest in the Agreement, may be assigned, and the services may not be subcontracted, by Contractor without the prior written consent of NTHP.
19. Conflict of Interest. No officer, member, or employee of NTHP and no member of its Board of Trustees may participate in any decision on behalf of NTHP relating to the Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor may any such officer, member, or employee of NTHP, or any member of its Board of Trustees have any interest, direct or indirect, in the Agreement or the proceeds thereof.
20. Independent Contractor. It is agreed and understood that the Contractor is furnishing its services as an independent contractor, and that nothing contained herein will be deemed to create an association, partnership, joint venture or employer-employee relationship between the parties.
21. Sole Agreement. This document constitutes the sole agreement between the parties concerning the services and obligations specified herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.
22. Governing Law. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the District of Columbia.
23. Modification. No amendment or modification of the terms or conditions of the Agreement will be valid unless in writing and signed by both parties.

24. Waiver. The failure of either Party to partially or fully exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

25. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

i. If to NTHP:

Michael Powe, Ph.D.
Director of Research
Preservation Green Lab
National Trust for Historic Preservation
1221 E Pike Street, Suite 305
Seattle, WA 98122
mpowe@savingplaces.org

With Copies to:

Latoya Livingston
Director of Contracts
Law Division
National Trust for Historic Preservation
The Watergate Office Building
2600 Virginia Avenue NW, Suite 1000
Washington, DC 20037
LLivingston@savingplaces.org

ii. If to Contractor: *[NAME, TITLE, ADDRESS]*

iii. or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

26. Severability. If any provision of the Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of the Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

27. Successors. The Agreement will be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns

NTHP and Contractor have executed and delivered this Agreement as of the date first above written.

EXHIBIT A to Standard Services Agreement

SCOPE OF WORK

EXHIBIT B to Standard Services Agreement

SCHEDULE

Work shall commence on 3/19/2018. All work to be performed under this Agreement must be finally complete and accepted by Owner no later than 12/31/2018.