

REQUEST FOR PROPOSALS (RFP)
HUNTINGDON COUNTY, PENNSYLVANIA
ACTIVE TRANSPORTATION PLAN

Huntingdon County Planning and Development
Department, in partnership with the Huntingdon County
Active Transportation Committee and the Huntingdon
County Commissioners



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PURPOSE OF THE RFP

The Huntingdon County Commissioners are seeking an experienced and dynamic professional consultant team to develop a County Active Transportation Plan. The plan will facilitate the development of land use plans and policies at the County level that will allow for the development of activity-friendly, non-motorized routes connecting to everyday destinations. The focus will be to develop projects in Huntingdon County identified in the most recent Southern Alleghenies Bicycle and Pedestrian Plan for Huntingdon County <https://sapdc.org/bicycle-and-pedestrian-plan>, the development of segments 1, 13 and 19 of the Appendices of the Feasibility Study for the Main Line Canal Greenway Trail (segment of the September 11th National Memorial Trail) Huntingdon and Mifflin Counties, PA, The September 11th National Memorial Trail The Northern Pilgrimage through Pennsylvania Trail Alignment Study pertaining solely to Huntingdon County and other projects formulated throughout the preparation of this plan. **The Main Line Canal Greenway Trail and the September 11 National Memorial Trail documents, can be e-mailed to any firm who makes such a request.**

The purpose of this document is to outline the scope of work and the evaluation and selection process. Huntingdon County Commissioners reserves the right to accept or reject any or all proposals, and to accept or reject any part of a proposal that may not be in the public interest.

This Request for Proposals (RFP) is meant to provide information to parties interested in developing a County Active Transportation Plan for Huntingdon County, Pennsylvania. The successful responder(s) will be required to execute an Agreement with Huntingdon County Commissioners (herein after referred to as "County") that will govern the rights, duties, and obligations between the County and the selected professional consultant.

PROPOSAL SUBMISSION

Any planning consultant or other organization with knowledge and experience in developing Active Transportation Plans may respond. Parties submitting proposals in response to this RFP are referred to herein individually as "Offeror".

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and the County is under no obligation to reimburse these costs. Accordingly, the terms set forth within this RFP do not constitute any contractual obligation between the County and the Offeror (s), without an award of contract and approval by the County.

BACKGROUND

Huntingdon County is a sixth class County established by the Pennsylvania legislature by the County Code Act of August 9, 1955 (P.L. 323, No. 130 as amended). According to the U.S. Census, the population of Huntingdon County in 2010 was 45,830. Huntingdon County's population decreased to 44,092 based on The U.S. Census Bureau data April 1, 2020.

The population of Huntingdon County is concentrated in Huntingdon Borough and Mount Union Borough. The County's median household income (in 2020 dollars) is \$53,597.

Huntingdon County is a rural county located in the Appalachian Region of the heart of Pennsylvania. The County consists of 48 municipalities containing 30 Townships and 18 Boroughs.

Huntingdon Borough, a showcase of Federal and Victorian architecture, is the Huntingdon County government seat.

Adjacent counties include Mifflin and Juniata Counties to the east, Centre County to the north, Fulton and Franklin Counties to the south, Bedford County to the southwest, and Blair County to the west. The County covers approximately 874.64 square miles with 14.63 square miles of water. Huntingdon County is part of the Southern Alleghenies Planning and Development Commission's six (6) County regional planning area, which consists of Bedford, Fulton, Blair, Cambria, and Somerset Counties.

Huntingdon County takes pride in its scenic beauty and natural resources. It is home to Raystown Lake, the largest lake within Pennsylvania containing over 8,300 acres of water, operated and maintained by the Army Corps of Engineers. Raystown Lake also offers 29,000 acres of beach, providing many opportunities for outdoor recreation. There are three state parks in the County: Greenwood Furnace State Park, Trough Creek State Park, Whipple Dam State Park, (Huntingdon County Chamber of Commerce, 2019).

In the southern portion of the County near Cromwell Township headquartered in Rockhill and Robertsdale Boroughs, is the East Broad Top Railroad (EBT). Based on the EBT website, "The railroad is a delightful family destination, a National Historic Landmark, a great volunteer opportunity, an unparalleled preservation undertaking and more. The railroad constructed in 1872 is the only surviving three foot gauge railroad east of the Rocky Mountains. The EBT has a complete shops complex built in the 19th century and fully equipped to maintain the railroad, its locomotives and rolling stock. In this time capsule of American industrial history, you can still find work that was started over a half century ago and that waits patiently for skilled hands to return to the lathes, drills and forges. With the recent revitalization of the railroad and its appurtenances, the EBT is destined to become a major tourist attraction for the County, Pennsylvania and visitors and enthusiasts from around the world".

Huntingdon County was formed on September 20, 1787, from part of Bedford County. It has a total area of 874.64 square miles, making it the 17th largest county by land mass in Pennsylvania. There are six school districts, throughout the County: Tyrone Area, Juniata Valley, Huntingdon Area, Mount Union Area, Tussey Mountain, and Southern Huntingdon County educating nearly 8,000 students. There is one private liberal arts college, Juniata College, one community college, Penn Highlands Community College Huntingdon Center, and one vocational school, the Huntingdon County Career and Technology Center. The Grier School, founded in 1853, is an exceptional all-female college-preparatory school located in Birmingham. (Alleghenies Ahead, 2018; Huntingdon County Chamber of Commerce, 2019).

Huntingdon County is located in a Pennsylvania Department of Health State Physical Activity and Nutrition (SPAN) designated area. This designation gives Huntingdon County priority for certain types of funding over non designated counties state-wide due to health conditions and statistics of its residents.

The 2021 Penn Highlands Huntingdon Hospital's Community Health Needs Assessment, utilized a systematic approach to identify and address the needs of the disenfranchised communities across the hospital's geography.

In the context of this assessment, County Health Rankings were produced and examined. Huntingdon County was analyzed for four different types of health factors including health behaviors, clinical care, social and economic factors and the physical environment. Huntingdon County holds the lowest ranking of all 67 Counties for the social and economic factor and ranks next to last for the health factor category.

The Active Transportation Plan will enhance safety by ensuring for safe street crossing markings, provide transportation equity by considering the needs and impacts of projects in low-income census tract and block groups and for those with disabilities, connect walking and bicycling networks by utilizing grants to make these connections, leverage partnerships by engaging key stakeholders in the process, improve public health through education and increase economic mobility by allowing for non-motorized transportation enhancements throughout the County's boroughs and townships.

The Huntingdon County Commissioners authorized the creation of the Active Transportation Committee (ATC) November 28, 2017 consisting of 18 members and 4 ex-officio members. The Committee was inactive during 2019 and 2020 due to staff turnover and the Pandemic. It reconvened in 2021 and 2022 with members and ex-officio members.

The Active Transportation Plan will utilize the Southern Alleghenies Bicycle and Pedestrian Plan adopted by the Southern Alleghenies Rural Planning Organization (RPO) December 2021, the Penn Highlands 2021 Huntingdon County Community Health Needs Assessment, data from the Pennsylvania County Health profiles, the United States Census Bureau, PennDOT and the Alleghenies Ahead Shared Strategies for a Stronger Region adopted 2018.

Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Small Business Concern Involvement

The County is committed to providing opportunities for Disadvantaged Business Enterprises (DBEs), Small Business Enterprises (SBEs), and small business concerns to compete for work. DBEs are certified by the Pennsylvania Unified Certification Program (PA UCP) in accordance with 49 CFR Part 26. SBEs are certified by the Pennsylvania Department of Transportation. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business Administration regulations implementing it at 13 CFR Part 121. Contractors are encouraged to involve Disadvantaged Business Enterprises (www.paucp.com), Small Business Enterprises (www.dotsbe.pa.gov) and small business concerns in the required work and to submit documentation of any such involvement in the proposal.

Contractors must maintain records to ensure compliance with 49 C.F.R. Part 26 obligations by indicating the number of DBE, SBE, and non-DBE/SBE subcontractors, the type of work performed on the Project, documentation of efforts to secure DBE/SBE firms for available subcontracting opportunities and the means of communication used to obtain the services of DBEs/SBEs, and dollars amounts paid to DBEs/SBEs.

If a DBE is part of the proposal, provide detailed information describing the work to be performed by a Pennsylvania DBE Unified Certification Program (PA UCP)-certified DBE. Include: the business name of the DBE with address, contact person and phone number; a detailed narrative description of the services to be provided by the DBE; and the percent of the proposal's total cost to be contractually allocated to the DBE. The same information should also be included for Small Business Enterprises certified by the Pennsylvania Department of Transportation. **No cost information can be shown in the technical proposal.**

The only source to be used for verification of current eligibility of a DBE is the PA UCP website: www.paucp.com

The only source to be used for verification of current eligibility of a SBE is the SBE website: www.dotsbe.pa.gov/

Physical certification letters and/or expiration dates should not be requested from DBE/SBE certified firms. DBE/SBE certification does not expire.

NOTIFICATION OF AWARD AND CONTRACT INFORMATION

This project is funded with grant funds from the Pennsylvania Downtown Center, WalkWorks Program. We would prefer to have a contract/agreement **by January 10, 2023**. Additionally, the plan must be competed, approved by the County Commissioners and submitted to PA WalkWorks by September 30, 2023. The county must receive the final invoice from the selected consultant for the project no later than September 8, 2023. The contract will contain a firm fixed price.

PURPOSE & GOALS

The County's vision is to improve conditions for walking and biking within targeted areas identified within the plan, as well as increase trail connections and access to recreational opportunities to create a reinvigorated central core. The Active Transportation Plan will focus on developing portions of the Mainline Greenway Trail and projects identifies within the Southern Alleghenies Bicycle and Pedestrian Plan (December 2021) and those projects that will be developed as part of the creation of the Huntingdon County Active Transportation Plan. In addition to focusing on targeted areas, the plan will also provide suggestions for creating a more integrated and equitable road network that balances local livability with regional connectivity.

The goals for the County of Huntingdon's Active Transportation Plan are to:

- Assess existing conditions along proposed trails and trail gaps identified through both prior and current public outreach.
- Develop concept-level design graphics and planning-level cost estimates for selected projects from prior and current outreach to provide the County a clear path toward implementation.
- Include recommendations for a more integrated active transportation network.

SCOPE OF SERVICES

Below is an outline of the major tasks to complete this project:

Task 1 – Project Management & Coordination

This task will focus on assisting the County with basic administration of the grant and completion of its requirements, ensuring that these align with principal milestones of the development of the Active Transportation Plan. This will include the following series of meetings and check-in conversations.

Kick off meeting (virtual) to acquaint the team and review:

- a. Priority active transportation corridors
- b. Project goals
- c. Data & document needs
- d. Charrette schedule & planning responsibilities

Monthly coordination calls (virtual) – six total calls over the grant period, including both County and consultant staff

Task 2 – Pre-Charrette Planning and Assessment

The consultants will assess previous planning documents and other available data provided from the County. The Active Transportation Plan process will incorporate and evaluate population, health data from Penn Highlands Huntingdon's most recent Community Health Needs Assessment from 2021. In addition, this effort focuses on taking more detailed information specific to active transportation facility design and identifying more detailed needs that the Active Transportation Plan should address. The consultants and the County will create an overall list of issues and opportunities to address, as well as the identification of potential projects using maps and other materials to be used during fieldwork and charrette meetings.

From this assessment, the County will create a list of priority areas where a more concerted active transportation focus would help to improve safety for all transportation users, offer a means to connect major destinations that are short distances from one another, and address key issues as identified in the 2021 Penn Highlands Community Health Needs Assessment. These will be selected from candidate opportunities for multimodal enhancement through the public participation and Active Transportation Committee involvement and input.

Task 3 – Public and Stakeholder Outreach

The County will utilize the Active Transportation Committee (ATC) to help provide vetting to the plan's proposals and ideas and to serve as a bridge to a broader public process that includes community engagement. We envision three primary touchpoint meetings with the ATC during the development of the Active Transportation Plan:

- An introductory meeting to summarize key mobility recommendations pre-formulated by the ATC and clarify which of these are priority projects.
- A meeting before an open house to share results of a more detailed assessment and selection of candidates for more detailed concept design.
- A presentation of draft design concepts and implementation next steps to gather ATC input.

The County and the consultants will also conduct interviews with individual stakeholders and/or focus groups with stakeholders throughout a range 2-5 days. Charrette scheduling is detailed in Task 4. County staff will be responsible for identifying stakeholders and scheduling these meetings. These stakeholders will include but not limited to representatives from the following types of groups:

- Huntingdon County Business and Industry (HCBI)
- Educational and other key downtown institutions
- County/County staff
- Neighborhood and Civic Groups
- Major employers along the corridors
- PennDOT
- Southern Alleghenies Planning and Development Commission
- Advocacy groups
- Hospital/Health Care Providers
- Huntingdon County Conservation District

The process will also include a general public open house, to be led by the County with consultant support on preparing informational materials. This will be held when draft concepts have been developed but prior to substantial completion of the Active Transportation Plan

Task 4 – Charrette & Concept Development

The County and the consultant team will develop concept-level active transportation projects for targeted areas, with more detailed concepts to a five to ten percent level of completion for two corridors.

The County and the consultants will organize a charrette during which to assess existing conditions (as identified in Task 2) and outline specific design treatments to advance with the Active Transportation Plan.

During the charrette, the team will ride and/or walk the priority corridors to assess existing conditions in the field, to supplement the pre-charrette assessment with an in-person understanding, photos, and field measurements. County staff and the Active Transportation Committee may participate in fieldwork as appropriate.

Outcomes, Major Deliverables, and Reporting and Monitoring of the Plan

As a result of this Active Transportation Plan, Huntingdon County will have up to six major active transportation project concepts that it can advance to more detailed design and engineering, as well as recommendations for a more integrated transportation network. The County can use this plan to seek federal and state funding for later project phases, including preliminary engineering, right-of-way acquisition and utility relocation/management, and construction.

Major Deliverables:

Active Transportation Plan summary document presenting concept designs for identified corridors and intersections, along with an explanation of public health benefits, expected safety improvements/risk reductions, and an implementation plan framework for subsequent steps for the County and its partners to follow.

- An assessment of existing conditions of all corridors in the study area including:
 - Health and demographic data to determine equitable transportation opportunities
 - Roadway conditions, pedestrian/bike/traffic counts, crash/safety data, existing active transportation infrastructure, SCTA ridership data
 - Maps of existing active transportation infrastructure and use
- Summary of findings from public engagement
- Conceptual designs for each corridor with list of strategies for improvements
- Program and policy recommendations that will facilitate the use of active transportation
- Catalogue of active transportation infrastructure typologies
- Implementation plan with prioritization, cost estimates for needed infrastructure investments, & funding sources

PROPOSAL REQUIREMENTS

Seven (7) hard copy proposals must be submitted via the United States Post Office, UPS, Fed Express or in person to : James P. Lettiere, AICP Planning Director, jlettieri@huntingdoncounty.net Huntingdon County Planning and Development Department located at 205 Penn Street, Huntingdon, PA 16652 **no later than 4:30PM, Friday, December 16, 2022.** Proposals received after such date and time shall be considered null and void. Questions may be directed to James at (814) 643-5091.

Pricing proposals shall be submitted within the proposal. Pricing proposals should itemize the proposed price for each scope area. Estimated hours and hourly rates per person shall be presented in the proposal.

A. Submittal Requirements

Candidates shall submit proposals that thoroughly respond to the items listed below. The most effective proposal will address the issues in this section, while minimizing unnecessarily elaborate presentation materials beyond that sufficient to present a complete and effective response.

The proposal must be organized and presented in the exact order as outlined in this section. Failure to do so may remove the firm from further consideration.

B. Qualifications and Experience

The proposal must include the following items:

- Cover letter summarizing an understanding of the scope of work
- Provide a summary of qualifications including experience with projects of similar size and type.
- Project approach – the proposal should include a summary of methodologies to be used to accomplish the scope of work.
- Project schedule – include a timeline for the performance of the work for the completion of the project within the eight month timeframe
- Provide a minimum of three references, including telephone numbers and e-mail addresses
- Cost proposal
- Identify the proposed firm/ team including key individuals, their qualifications and experience, and their proposed role on this project. The proposal should identify the primary point of contact. Provide an organizational chart as appropriate.
- State and explain any instances where the firm has been removed from a project or disqualified from proposing on a project

The County reserves the right to pre-approve and/or reject any individual(s) proposed for this project.

C. Non-Collusion Affidavit

An executed Non-Collusion Affidavit must be included in proposal submissions. The Affidavit and instructions for completing it are attached to this RFP.

RFP PROCESS

A. Consultant Evaluation

Evaluation of the proposals will be based on the following:

- Understanding of the requested work; merits of the described approach;
- Demonstrated competence and professional qualifications of proposed staff;
- Recent experience in successfully performing similar services; and
- Proposed fees with total cost

B. Consultant Selection Process

The County ATC will review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and requirements of the RFP. Failure to comply with any requirements may disqualify a proposal.

After review, the County may arrange for a meeting with the top-ranked firms to clarify any aspect of the proposals and to give each the opportunity to further establish their credentials. Selection will be based on a combination of approach, qualifications, and price. If agreement is reached on all three items, an agreement will be drafted and presented to the County for approval.

The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the County. The negotiation process may involve one or more RFP responses, and may continue until the actual award of the contract.

C. Withdrawal of Proposals

Offerors will be given permission to withdraw their proposals after they have been received in the County Planning and Development office, provided said request is in writing and properly signed.

However, no proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the County of Huntingdon.

D. Proposal Rejection

The County reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the County.

E. Questions

To ensure fair consideration for all bidders, the County allows written and oral communication with the potential Offerors prior to the submission deadline of December 2, 2022.

Additionally, the County prohibits communications initiated by an Offeror, to the County Official or employee evaluating or considering the proposals after the submission of proposals. Communications initiated by an Offeror after December 2, 2022 may be grounds for disqualifying the offending Offeror from consideration for award of the proposal and/or any future proposal.

F. Schedule

There will be no pre-proposal meeting for this project. The County expects to provide a notice to proceed to a consultant within two (2) weeks of the award of the contract.

CONTRACT REQUIREMENTS

A. Execution of Contract

The successful Offeror shall enter into contract with the County within ten (10) calendar days after contract documents are mailed by the County to the Principal.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Offeror shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the County, or other persons. All attachments are considered as part of this document.

B. Alternations or Modifications

This contract will be under the direct supervision of the County or its authorized representatives.

Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Offeror and the County authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

C. Subcontracts

The Offeror shall not subcontract work under this contract unless written approval is granted by the County. The Offeror, as approved, shall be bound by the conditions of the contract between the County and the Offeror. The authorization of a SubOfferor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Offeror. All directions given to the Offeror in the field shall bind the Offeror as if the notice had been given directly to the Offeror.

D. Termination of Contract

The County shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- Previous unknown circumstances arise, making it desirable or in the public interest to void the contract.
- The Offeror is not adequately complying with the specifications.
- The Offeror refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- The Offeror in the judgment of the County is unnecessarily or willfully delaying the performance and completion of the work.
- The Offeror refuses to proceed with work when and as directed by the County.
- The Offeror abandons the work.

E. Insurance Requirements

Offeror agrees to procure and maintain professional liability insurance with an insurance company in good standing, naming the County as an additional insured, insuring payment of damages arising out of the performance of professional services for the County, in consultant's capacity as service provider if such damages are caused by error, omission, or negligent act of the insured of any person of the organization for whom the insured is legally liable and responsible. Such insurance cannot be canceled until thirty (30) days after the County has received notice of the insured's intention to cancel the insurance.

The Successful Offeror, at the time of execution of the contract, shall also furnish the County with insurance certificates of adequate limits equal to or greater than the amount awarded under the contract to protect the County of Huntingdon, its agents, and employees from any litigation involving Workers' Compensation, Public Liability and Property Damage, involved in the work. All sub-Offerors must also furnish copies of their liability insurance and Workers' Compensation Insurance certificates to the County. The County will allow no subcontractor unless such certificates are submitted to and approved by the County beforehand.

F. Workers' Compensation and Public Liability And Property Damage Insurance

The status of the Offeror in the work to be performed is that of any independent Offeror and as such, he/she shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such alone shall be responsible for any and all damage, loss or injury to persons or property that arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Offeror, sub- contractors, agents, or employees have been negligent, and the Offeror shall keep the County free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Offeror shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Offeror shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Offeror shall indemnify and save harmless the County from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the County, produce evidence of settlement of any such action before final payment shall be made by the County. Offeror's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the County.

The Offeror shall maintain such insurance as will protect the Offeror from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by the Offeror, by any subcontractor or anyone directly or indirectly employed by either of them. Offeror's liability insurance shall be in the names of the Offeror and the County, as their respective interests may appear.

Each policy and Certificate of Insurance shall contain an endorsement naming the County of Huntingdon as additionally insured. Certificates of such insurance shall be filed with the County.

The minimum amount of liability insurance to be maintained by the Offeror during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Huntingdon, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the County. Such certificate shall be issued to: **County of Huntingdon, 205 Penn Street, Huntingdon, PA 16652**. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County.

Liability insurance shall include automobile coverage, including “hired automobiles and non-ownership automobiles.” All subcontractors performing work under this contract must furnish to the County a cop of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage.

G. Equal Employment Opportunity

During the performance of this Contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the County setting forth the provisions of this nondiscrimination clause.

The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Offeror’s noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Offeror may be declared ineligible for further County contracts.

The Offeror will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

H. Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

I. Forms

The successful Offeror will be required to submit an Indemnity Agreement, Stipulation Against Liens, and Non-Discrimination Statement; these forms are attached to this RFP. The successful Offeror will also be required to provide a certificate of insurance as described above.

J. Right to Audit Records

The County shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

K. Dissemination of Information

During the term of the resulting contract, the successful Offeror may not release any information related to the services or performance of services under the contract, nor publish any reports or documents relating to the County, the account or performance of services under the agreement without prior written consent of the County; and shall indemnify and hold harmless the County, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the County, the account, or the contract by the contractor or its agents or employees.

L. Business Privilege Tax

The County of Huntingdon imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the service rate of 2 1/4 mills upon the gross receipts attributable to business conducted within the County of Huntingdon. Failure to comply with payment, past, present or future, may result in additional penalties to the vendor as well as potential termination of the contract due to breach of RFP terms.

M. Permits/ Licenses

The Offeror shall, at own expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract.

The Offeror shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

N. Observance of Laws, Ordinances and Regulations

The Offeror at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The Offeror shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

O. Minority and Women Business Enterprises

The County notifies all firms that minority and women business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the basis of race, color, national origin or ancestry. Firm hereby agrees that upon the award of the contract, the firm will not discriminate against any person who performs work because of race, religion, color, sex, national origin or ancestry. If the individual, firm or organization qualifies under any of these categories, the individual, firm or organization shall set forth the basis so that the County of Huntingdon can determine which categories (s) are applicable.

- Minority owned business firm
- Woman owned business firm

APPENDICES

APPENDIX A Transportation Plan

APPENDIX B Metrics Templates for Potential Linear Miles

APPENDIX C Affidavit

APPENDIX D Non Collusion Affidavit

APPENDIX E Non-Discrimination Statement

APPENDIX F Subcontractor's Surety Agreement

APPENDIX G Provider's Certification of Non Indebtedness

Appendix A

Transportation Plan

In accordance with the [Pennsylvania Municipal Planning Code](#), every community must have or be covered by a comprehensive plan, including an evaluation of transportation issues. For this funding opportunity, the ATP may be incorporated into current or future comprehensive plan or it may be a stand-alone document. Either way, it is expected that the plan will identify current and future needs and solutions pertaining to active transportation issues. Historically, such plans have focused on motor vehicle transportation. Given the source of this funding and the important relationship of population health and connectivity, funded plans will focus on active transportation – walking, ADA accessibility, and bicycling, at a minimum – rather than primarily roadway improvements. WalkWorks expects that, upon completion, the plan and/or policy will be presented to and formally adopted by the governing body of the covered community. The active transportation plan should embrace walking, wheeling (bicycles, wheelchairs, and other micro-mobility options), and public transportation (where applicable). The resulting plan should consider how well the community’s transportation system connects people to jobs, services, and other everyday destinations and prioritize projects that will improve those connections. It will also propose locally appropriate ways to encourage more people to choose active transportation options more often as they are made available, through public outreach, educational programs, events, and collaborations with service agencies and nonprofits. Completed plans should include identification and prioritization of proposed projects, preliminary cost estimates and timeline for implementation, and an implementation strategy, including potential funding sources. Within the overall framework, it is recommended that communities include three primary focuses for action: a quick-implementation project that the municipality has control over and can put into effect right away; a program or campaign to enhance active transportation awareness and enthusiasm locally; and a primary infrastructure construction project to move towards engineering design right away.

Performance Measures

In accordance with performance measures set forth by the Centers for Disease Control and Prevention, the adopted active transportation plan or policy must include:

- a. The number of *potential* linear miles* of multi-use paths, sidewalks, bike lanes, and public transit routes connecting everyday destinations;
- b. The number of *potential* connections of destinations,* based on plans for the above; and
- c. The number of *potential* new or enhanced sites, * identified in the plan or policy, that will be connected by activity-friendly routes.

*All grant recipients will be asked in future to share *actual* numbers of miles, connected destinations, enhance sites as a result of implementing their plans and policies.

See Appendix B for detailed explanations and examples of the above terms.

Additional Considerations

In addition to the above, it is suggested that the following data elements/public health-related metrics, though not intended to be all-inclusive, should be considered by grant awardees in the development of active transportation plans and policies:

- a. Additional data beyond the CHNA, where available, reporting on local population health related to physical inactivity and/or obesity and related chronic disease;
- b. An assessment of existing pedestrian/bicycle facilities/an inventory of bicycle and pedestrian infrastructure, including – if already identified – extent of existing connectivity and/or needed additions and improvements to promote walking and biking by people of all abilities;
- c. Crash data and the areas of high risk (even if marked by avoidance) – especially for vulnerable users (pedestrians, cyclists, Black, Indigenous and People of Color, children, older adults, people with disabilities), and in the vicinity of schools;
- d. Everyday destinations (e.g., home, work, school, childcare, medical care, grocery store, park) connect by activity-friendly routes and the population reach for these destinations (e.g., the percent of population living within a 10 minute walk to a park);
- e. Population served by walking/biking/transit or the number of people who walk or bike to daily activities and/or for leisure time physical activity;
- f. Community habits – i.e., percentage of residents who walk/bike/take public transportation to work;
- g. An assessment of the percentage of the population that cannot drive whether due to age (too young or too old), disability, or lack of access to a vehicle; and an account of the level of transportation burden for households both in terms of commute time and percent of household income expended on transportation costs. Plans should consider people of all ages and abilities. If appropriate for the community, grant recipients might include a Safe Routes to School (SRTS) or a Safe Routes to Parks component in their active transportation plans or even make those topics the focus. Safe Routes approaches, such as SRTS and Safe Routes to Parks, include infrastructure-related program and policy incentives as well as physical improvements to encourage walking and bicycling to community destinations. SRTS is a comprehensive approach that encourages students to and from school. The evidence demonstrates that SRTS is associated with increases in the number of students who walk and bike to and from school and simultaneously reduces the risk of injury from traffic collisions involving pedestrians and bicyclists. Additionally, if applicable to their communities, grant recipients should consider incorporating the needs of older adults into their plans. Many older adults lead active lives and benefit from access to active transportation opportunities.

Cyclists in particular, especially with the increased prevalence of ebikes, are now skewing older and are therefore more vulnerable as a category than previously. Active Transportation Plans are important for all residents in a community.

Appendix B – Metrics Templates for Potential Linear Miles (sidewalks, bike lanes, multi-use paths, public transit routes), New/Enhanced Destinations (crosswalks & intersections, and other destinations), and Projects/Policies

In accordance with the Funding Opportunity Announcement (FOA), grant recipients are required to provide information with their final plans/policies and, upon request, to provide similar data as projects are implemented. These forms are the templates on which grant recipients will log the *potential* new/improved linear miles of new/improved routes or means of transportation, *potential* destinations that will be connected due to the new or improved routes, and *potential* new and/or enhanced sites as identified and prioritized in their adopted plans or policies.

Active Transportation Plan Implementation Metrics - Crosswalks and Intersections			
<p>Map or Page No.: Indicate the map or page number on which each priority is reflected in your plan.</p> <p>Priority: Indicate the ranking of each priority (e.g., by number or “high, medium, low”).</p> <p>Project: Describe project location and what improvements are being made.</p> <p>Connected destinations: Name the destinations that will be connected with implementation of each project.</p>			
Map or Page No.	Priority	Project Description	Connected Destinations

Active Transportation Plan Implementation Metrics - Transit Stops, Connections, and Routes				
<p>Map or Page No.: Indicate the map or page number on which each priority is reflected in your plan.</p> <p>Priority: Indicate the ranking of each priority (e.g., by number or “high, medium, low”).</p> <p>Project Description: Describe project location and what improvements are being made. <i>Examples: New bus route, new stop along existing transit route, new bus shelter, etc.</i></p> <p>Potential linear miles: Linear miles of proposed new transit routes (if applicable), rounded to the nearest tenth of a mile.</p> <p>Connected destinations: Name the destinations that will be connected with implementation of each project.</p>				
Map or Page No.	Priority	Project Description	Potential Linear Miles	Connected Destinations

Active Transportation Plan Implementation Metrics - Transit Stops, Connections, and Routes				
<p>Map or Page No.: Indicate the map or page number on which each priority is reflected in your plan.</p> <p>Priority: Indicate the ranking of each priority (e.g., by number or “high, medium, low”).</p> <p>Project Description: Describe project location and what improvements are being made. <i>Examples: New bus route, new stop along existing transit route, new bus shelter, etc.</i></p> <p>Potential linear miles: Linear miles of proposed new transit routes (if applicable), rounded to the nearest tenth of a mile.</p> <p>Connected destinations: Name the destinations that will be connected with implementation of each project.</p>				
Map or Page No.	Priority	Project Description	Potential Linear Miles	Connected Destinations

Active Transportation Plan Implementation Metrics - Bicycle Infrastructure Improvements

Map or Page No.: Indicate the map or page number on which each priority is reflected in your plan.

Priority: Indicate the ranking of each priority (e.g., by number or “high, medium, low”).

Project Description: Describe project location and what improvements are being made. *Examples: low-speed shared streets, bicycle boulevards, buffered bicycle lanes, conventional bicycle lanes, protected bicycle lanes, and signed bicycle routes, bicycle racks, bike share stations, etc.*

Potential linear miles: Linear miles of proposed bicycle lanes, bicycle boulevards, and low-speed shared streets (if applicable), rounded to the nearest tenth of a mile.

Connected destinations: Name the destinations that will be connected with implementation of each project.

Map or Page No.	Priority	Project Description	Potential Linear Miles	Connected Destinations

Active Transportation Plan Implementation Metrics - Multi-Use Paths

Map or Page No.: Indicate the map or page number on which each priority is reflected in your plan.

Priority: Indicate the ranking of each priority (e.g., by number or “high, medium, low”).

Potential linear miles: Linear miles of proposed paths, rounded to the nearest tenth of a mile

Connected destinations: Name the destinations that will be connected with implementation of each project.

Map or Page No.	Priority	Project Location	Potential Linear Miles	Connected Destinations

Active Transportation Plan Implementation Metrics - Programmatic and Policy Improvements	
<p>Plan/Policy/Project: Project, policy or plan development or improvements. <i>Examples: Development of a Complete Streets Policy; Amendment to Ordinance; Evaluation of progress/status of implementation of Active Transportation Plan.</i></p>	
Policy/Project	Description

Appendix C

AFFIDAVIT: NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Offeror who is authorized to legally bind the Offeror.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Offeror with responsibilities for preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term “complementary bid/proposal” as used in the Affidavit has the meaning commonly associated with the term in RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

Appendix-D

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/She is _____ of the Offeror that has (Owner, Partner, Officer, Representative or Agent) submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm or person to submit a collusive or sham Proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference any other Offeror, firm or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Huntingdon or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees or parties in interest, including this affidavit; and,

Neither the said Offeror nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the County of Huntingdon, which the Offeror will be required to perform/state that _____ understands and acknowledges that the above representations are material and important, and will be relied on by the County of Huntingdon in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understand that any misstatement in this Affidavit is and shall be

treated as fraudulent concealment from the County of Huntingdon of the true facts relating to the submission of bids for this Contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE

SUBCONTRACTORS' SURETY AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between the COUNTY OF HUNTINGDON, a Pennsylvania municipal corporation, organized and existing under the Pennsylvania Home Rule Charter Act (hereinafter the "County").

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19____ (hereinafter the "Primary Contractor")

and

_____, a corporation [partnership], organized and existing under the laws of the Commonwealth of Pennsylvania, with its primary business office located at _____, Pennsylvania 19____ (hereinafter the "Subcontractor")

BACKGROUND

- A. Whereas, the County and the Primary Contractor have entered into a contract for professional services related to the renovation of _____ (the "Contract"); and
- B. Whereas, it is contemplated that the Primary Contractor will utilize subcontractors in its completion of the work under Contract; and
- C. Whereas, the County desires to ensure payment to subcontractors utilized by the Primary Contractor in prompt and expeditious fashion; and
- D. Whereas, it is the desire of the Subcontractor to receive prompt payment for any work completed by it in furtherance of the Contract.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows: The recitals contained hereinabove are hereby incorporated by reference.

The Primary Contractor hereby agrees to make payment to the Subcontractor within fifteen (15) days of its receipt of payment from the County which includes payment for services provided by the Subcontractor.

In the event that the Primary Contractor does not furnish payment to the Subcontractor, pursuant to paragraph 2 above, the Subcontractor shall notify the County of the Primary Contractor's failure to make payment in writing. Upon receipt of such notice from the Subcontractor, the County shall notify the Contractor in writing of its failure to promptly pay the Subcontractor. Upon receipt of said written notice from the County, the Primary Contractor shall have seven (7) days to make payment to the Subcontractor for work completed

in connection with the Contract. In the event that the Primary Contractor fails to make payment to the Subcontractor within seven (7) days of the County's notification to the Primary Contractor, the County shall have the ability and authority to make payment to the Subcontractor.

In the event that the County exercises its ability to make direct payment to the Subcontractor pursuant to paragraph 4 above, the County shall deduct the amount of the payment to the Subcontractor from future invoices submitted by the Primary Contractor.

The Primary Contractor shall have the duty and responsibility for providing executed Subcontractor Security Agreements to the County for any and all subcontractors to be utilized by it in furtherance of its duties under the Contract. In the event that the Primary Contractor enters into an agreement with a new subcontractor after the execution of the Contract and its having supplied the County with executed Subcontractor Security Agreements, the Primary Contractor shall furnish the County with an executed Subcontractor Security Agreement within fifteen (15) days of contracting with the new subcontractor.

In the event that the Primary Contractor fails to execute a Subcontractor Security Agreement with a new subcontractor it shall be liable to the County for payment of the entire amount of the Contract between the Primary Contractor and the new subcontractor. Said amount shall be deductible from less ten percent (10%) (the County's liquidated damages), upon presentation of an executed Subcontractor Security Agreement.

All notices and other communications required or permitted to be given to any party under this Agreement shall be in writing and shall be deemed effectively given in all respects when delivered if annually delivered, or when delivered as reflected on the return receipt if mailed postage prepaid, registered or certified mail, return receipt requested, to address set forth below, or to such changed address which either party shall have notified the other party in accordance with this section.

If to County of Huntingdon: County of Huntingdon
c/o James P. Lettiere, AICP Planning Director
205 Penn Street
Huntingdon, PA 16652

If to Primary Contractor: _____

If to Subcontractor _____

The provisions of this Agreement are severable. If any provision of this Agreement shall be found to be invalid or unenforceable in any respect, such provision shall be carried out and

enforced to the fullest extent permitted at law, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

This Agreement shall be construed and enforced in accordance with the laws and decisions of the Commonwealth of Pennsylvania, as applied to contracts which are to be wholly performed and entered into within the boundaries of each state.

This Agreement represents the entire agreement and understanding of the parties with regard to the subject matter contained herein, and supersedes any and all prior written and oral agreements of the parties relating to such subject matter.

IN WITNESS WHERE OF, the parties have entered into this Agreement as of the first day written above.

COUNTY OF HUNTINGDON

By: _____

Name:

Title:

Attest: _____

PRIMARY CONTRACTOR

By: _____

Name:

Title:

Attest: _____

SUBCONTRACTOR (if needed)

By: _____

Name:

Title:

Attest: _____

Appendix – G

**PROVIDER’S CERTIFICATON OF NON-INDEBTEDNESS
TO THE COUNTY OF HUNTINGDON**

Provider hereby certifies and represents the Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the County of Huntingdon (the

“County”), and will not at any time during the term of this Contract (including an extensions or renewals thereof) be indebted to the County, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the County has been established. In addition to any other rights or remedies available to the County at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the County, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the County’s satisfaction within a reasonable time frame specified by the County in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting for the termination).

NAME

SIGNATURE

TITLE

DATE

ATTEST SIGNATURE

ATTEST NAME