<u>ANNOUNCEMENT</u>

REQUEST FOR PROPOSAL (RFP)

Selinsgrove Borough Multi-Modal Walkability/Trail Connectivity Strategic Plan

The Borough of Selinsgrove, Snyder County, Pennsylvania is accepting proposals for a one-time contract to perform certain professional services work for the Borough. The Borough is seeking a proposal for the services of a Landscape Architect/Architect/Engineering Firm to prepare a Selinsgrove Borough Multi-Modal Walkability/Trail Connectivity Strategic Plan involving the development of a complete study to determine the necessary improvements to existing sidewalks, paths, and trails within and connecting to the Borough to best provide for the needs of its residents and to further enhance the recreational activity area available to both residents and visitors. Information is attached outlining requirements for proposal submission, evaluation criteria, and the proposed contract.

Proposal details are available on the Borough website at: https://selinsgrove.org/information/public-notices/

Sealed proposals (five copies) must be received by the Borough Manager at the Borough Office located 1 North High Street no later than 12:00 pm, Thursday, November 21, 2024. If mailed, the proposal should be addressed to:

Lauren Martz Borough Manager 1 North High Street Selinsgrove, PA 17870

A pre-bid meeting to discuss the project scope of work will be held **November 8, 2024** at 1:00pm in the Council Chambers of the Borough Offices located at 1 North High Street, Selinsgrove, PA 17870.

If additional information is needed, please contact Lauren Martz, Borough Manager at 570-374-2311 ext. 113 or via email at Imartz@selinsgrove.org.

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SECTION 1. BACKGROUND

Selinsgrove Borough ("the Borough") is seeking a proposal for the services of a Landscape Architecture/Architecture/Engineering Firm to prepare a Multi-Modal Walkability/Trail Connectivity Strategic Plan. The purpose of the plan is to examine the feasibility of various options to improve trails and multimodal connectivity throughout the Borough. The plan will identify existing gaps in trails or sidewalks that need to be addressed. Ultimately, the plan will prioritize the needed improvements, identify projects of significant regional importance that tie in with other County or State plans, and establish budgets for planning and funding purposes. The plan will also build upon existing regional and local plans and studies and seek current stakeholder and public input from residents. The plan will provide an evaluation so that when it is complete, the Borough will have a clearly defined multimodal transportation and connectivity project to move forward.

A trail plan involves research, public input, analysis, and carefully selected trails alignment. The plan is intended to incorporate data collection, environmental and engineering constraints, stakeholder & public input, and an alternative analysis that will provide a level of assurance that the path to development is clear for the selected alternative(s). The intent is to provide alternate, sensitive, and safe trail locations as an alternate means of pedestrian and non-motorized, i.e. bicycle means of travel. The plan will provide the Borough with the details needed to progress to engineering, final design, and ultimately construction of the selected alternative(s).

The plan will also highlight existing parks, recreation, and open space facilities and evaluate the needs of each space, including necessary safety and accessibility upgrades. A priority of the plan will be to evaluate where trail connectivity is needed with additional attention paid to areas identified as having need in DCNR's Access to Outdoor Recreation Tool. Recommended signage from the consultant to brand trails and pathways through the Borough will be an important project deliverable. Consultant will also evaluate and make recommendations for maintenance plans to ensure investments are maintained properly.

This Request for Proposal ("RFP") is a component of the competitive procurement process, which aids in serving the Borough's best interests and provides each interested Landscape Architecture/Engineering/Architecture firm ("Firm") a fair opportunity to have their services considered. The process of competitive negotiation is not to be confused with competitive sealed bidding. Competitive sealed bidding is normally used when goods or services are precisely described, and price is generally the deciding factor. Competitive negotiation does not use price as the determining factor. Competitive negotiation allows the Borough to be flexible in negotiating to arrive at a mutually agreeable pricing structure. This RFP states the specific instructions for the submission of proposals and the procedure and criteria used to select a firm.

This project is partially funded by a grant from the Community Conservation Partnership Program administered by the Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau). The Bureau has certain requirements and standards that must be met by the Selinsgrove Borough and its contracted consultant. This Request for Proposals (RFP) has been prepared to meet these requirements and standards. The Bureau will monitor the project and certain documents will be subject to review and approval by the Bureau.

The DCNR Grant Agreement number is: BRC-TAG-28-38

SECTION 2. GENERAL TERMS

- The Borough of Selinsgrove reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of the Borough of Selinsgrove.
- The contract is subject to the approval of Selinsgrove Borough Council and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for the Borough of Selinsgrove review and approval for 60 days from the deadline for submitting proposals.
- If only one proposal is received by the Borough of Selinsgrove, it may negotiate with the proposer or seek additional proposals on an informal or formal basis during the 60-day period that proposals are effective.
- The consultant is encouraged to add to, modify, or clarify any scope of work items it deems
 appropriate to develop a high-quality plan at the lowest possible cost. All changes should be
 identified with explanation. However, the scope of work proposed must accomplish the goals and
 work stated below.

SECTION 3. SCOPE OF WORK

The consultant will organize and conduct individual informational stakeholder meetings with the group determined by the Borough. The consultant will organize the stakeholder meetings and provide a project overview and solicit group feedback and suggestions related to the project. The consultant will be responsible for all meeting agendas and minutes. In addition, the consultant will conduct community visionary workshops to identify any important issues or opportunities, in developing a vision for Borough-wide connectivity. At least one of the public meetings must be conducted at a Borough Council meeting or special workshop, to receive public input and to receive input from all the elected officials. The consultant will, in addition, conduct key persons interviews of people identified by the Borough's designated plan committee for input. The consultant will be responsible for the advertising of the public meetings. Once input from the public is received, the consultant will investigate the sites suggested to determine the needs or restrictions of the proposed sites.

The consultant will review the potential availability of Borough roads that can be utilized as places for trails or sidewalk installation. The consultant will note locations where permission is required by PennDOT or the borough to establish a crosswalk. The consultant will prepare an opportunities and constraints map to illustrate the routes.

The consultant will work with Borough officials to identify and work to link vital community assets via walkable paths and trails. Further utilizing these connections to promote tourism,

improve Borough infrastructure with a multi-prong approach, and preserve the character of Selinsgrove. The consultant will suggest trail signage to designate specific community pathways and areas of interest to help promote the Borough, educate the public about key areas in the municipality, and incorporate key focuses of the Borough's priorities, landmarks, and resources. Including but not limited to historic preservation, flood information, recreation, shopping, the University, etc.

The consultant will review all relevant previous planning documents as provided by the Borough, County and other entities as it relates to the project.

The consultant will connect with other consultants currently compiling relevant studies including, but not limited, to the Snyder County Walkability Plan and the Selinsgrove Borough Flood Resiliency Study.

Consultant will conduct detailed field reviews of the proposed areas to determine the required improvements, such as sidewalk linkages, off-road shared use paths and cycle tracks.

Consultant will consider existing driveway locations and the width of sidewalks and other elements deemed critical to the success of the future improvements.

Consultant will assess and compile an analysis of the natural resources of the region, including but not limited to the natural waterways (rivers and streams), shade trees, natural habitats and wildlife, and existing green space. The consultant will highlight these natural resources within the plan.

Consultant will identify key funding sources and grant opportunities that will help to achieve the construction and implementation of proposed new trails, establish existing trails as tourism markers, and incorporate trail projects into other general infrastructure projects that the Borough is looking to complete.

Consultant will utilize the historical assets of the municipality and how they tie into establishing trails and collaborating with other Borough initiatives such as flood resiliency, tourism, and preservation.

The consultant will organize and attend monthly progress meetings with the stakeholders. In addition, the contractor will be responsible for the grant required progress reports to the funding agencies.

The consultant will prepare a final color rendering concept plan of the preferred improvement plan both paper format and digital suitable for mass reproduction. The consultant shall present the draft at a public meeting and obtain feedback from the public.

The consultant will prepare an implementation matrix for the plan. The matrix will include the project recommendations, project phasing, estimated costs, and potential funding sources. The action plan will be a road map with short term and long-term objectives to utilize in

implementation. The final project will contain all the materials developed during all previous meetings.

Public participation is required throughout the planning process to help determine and prioritize community needs. Community involvement and engagement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, appropriate, and accountable. The narrative must include a detailed summary of the public participation methods, results, and conclusions (i.e. areas of consensus and/or contention); raw data should be included in the appendix.

- 1. At minimum, public participation must include:
 - a. <u>Study Committee</u> The Borough has formed a Study Committee to help direct the comprehensive plan process. The planning consultant shall meet with the Study Committee on a regular basis to receive guidance and feedback.
 - b. <u>Public Meetings</u> At least two public meetings must be held and at least one must be with elected officials. The appropriate number and type of meetings will vary depending on the project scope and community needs.
 - c. <u>Key Person Interviews</u> A key person interview is a one-on-one discussion about a specific topic with an individual recognized or designated as a community leader. The Study Committee should help to determine potential interviewees. A minimum of 10 interviews must be conducted.
- 2. Additional recommended public participation:
 - a. <u>Citizen Survey</u> A random sample citizen survey is a type of opinion poll that asks residents for their perspectives on specific topics. Describe the survey method to be used (i.e. written, telephone, internet, etc.) and the anticipated number of survey questionnaires.
 - b. <u>Focus Group</u> A focus group provides community input from individuals with common interests. Consider focus groups comprised of neighborhood residents, elected officials, organized sports organizations, etc.
 - c. <u>Planning Document Review</u> Review previous planning documents and consider the results of recent public participation efforts regarding parks, recreation, and open space.

PROJECT DELIVERABLES

- Materials for public meetings
- o Full-size color Aerial plan
- Conceptual routes
- Typical cross sections
- Detailed project cost estimates
- Prioritized list of projects
- Funding sources available
- o GIS data integrated into existing Borough databases
- Signage and tourism recommendations to link key landmarks in Selinsgrove
- Summary Report including all stakeholder meeting minutes

Final Plan Narrative Report:

A draft final comprehensive trail network feasibility study must be reviewed and approved by the Borough and the Department of Conservation and Natural Resources Bureau of Recreation and Conservation before it is officially adopted by the Borough. Typically, the review process consists of reviewing a complete draft plan, providing comments, and reviewing a revised draft plan to ensure comments are adequately addressed.

The final Study must be a narrative, bound report beginning with an executive summary and followed by clearly labeled sections for each of the plan components in logical order. All supporting documents and information should be included in the appendix and not in the body of the report.

Executive Summary- Briefly describe the process, priorities, and final recommendations.

- A. Purpose, Goals, and Objectives
- B. Public Participation
- C. Background Information
- D. Agency Mission Statement, Goals, and Objectives
- E. Agency Administration
- F. Agency Personnel
- G. Facilities and Open Space Inventory and Analysis
- H. Facilities and Equipment Maintenance
- I. Recreation Programs and Services
- J. Financing
- K. Recommendations and Cost Estimates
- L. Plan Implementation

REQUIRED DOCUMENT SUBMISSION

Once completed and approved, the Borough desires to have ten (10) printed and bound of the final plan with the cover signed, sealed, and dated by the design consultant. In addition, the Borough desires to have an electronic PDF of the final study (as a single document) with the cover signed, sealed, and dated by the design consultant, and an electronic PDF of other deliverables, as applicable.

SECTION 4. CONSULTANT QUALIFICATIONS

Consultant team must meet the following requirements.

- 1. Have documented experience developing and implementing public participation techniques, such as holding public and study committee meetings, conducting key person interviews, developing citizen surveys, etc.
- 2. At least one member of the consulting team must have documented prior experience conducting studies of this project type being undertaken. This person should be the project leader and assume overall project coordination responsibilities between the grantee and the consulting team.
- 3. Have documented experience in developing and recommending to local government officials and non-profit organizations the policies and procedures related to providing public recreation and park services and/or facilities, as well as the management and operation of these facilities and amenities.
- 4. Have documented experience in setting goals, analyzing problems, generating alternative solutions, and providing recommendations and implementation strategies.

SECTION 5. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

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

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP;
 advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each in relation to the work. DCNR requires that the project consulting team have the qualifications listed in the DCNR document entitled "Consultant Qualifications" (see Section 4 above).
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

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

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents.

Once proposals are accepted and reviewed by Selinsgrove Borough, any additional approvals required will be concluded prior to the issuance of a Notice to Proceed. The project term is intended to span no more than six (6) months from the Notice to Proceed, unless extended by Selinsgrove Borough.

E. Cost

For each major work element, the costs must be itemized showing:

- For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked.
- The reimbursable expenses to be claimed.

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

If awarded a contract, the firm may not change the staffing assigned to the project without approval by the Selinsgrove Borough Manager. However, approval will not be denied if the staff replacement is determined by the Selinsgrove Borough Manager to be of equal ability or experience to the predecessor.

The method of billing must be stated. The preferred practice of the Borough of Selinsgrove is to pay upon completion of the work and receipt of the required report. However, the Borough of Selinsgrove will consider paying on a periodic basis as substantial portions of the work are completed. Regardless of the billing method used, a minimum of 10% of the DCNR Grant Award will be withheld until the final product is approved by DCNR and all project costs are paid in full.

F. Contract

The contract form and DCNR "Nondiscrimination/Sexual Harassment Clause" is provided in Section 7. DCNR requires that the "Nondiscrimination/Sexual Harassment Clause" be incorporated and/or attached to the contract in its entirety.

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work.
- The expertise and professional level of the individuals assigned to conduct the work.

• The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed.

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data.
- The sequence and relationships of major steps.
- The methods for managing the work to ensure timely and orderly completion.

C. Cost

The following factors will be considered:

- The number of hours of work to be performed.
- The level of expertise of the individuals proposed to do the work.

D. Oral presentation

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal.

SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES

A proposed contract is included for review. If it is satisfactory to the firm, it should be completed, executed, and submitted with the proposal. If the firm prefers an alternative contract, the firm may submit it as a part of the proposal submission. However, the Borough of Selinsgrove reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

CONTRACT FOR PROFESSIONAL SERVICES

Borough of Selinsgrove, Snyder County, Pennsylvania ("Selinsgrove"), and ("Consulting Firm").
WHEREAS, the Borough of Selinsgrove desires to have certain one-time professional consulting work performed for the development of a Borough wide multi-modal walkability/trail connectivity strategic plan involving the development of a complete study to determine the necessary improvements to existing sidewalks, paths, and trails within the Borough to best provide for the needs of its residents and to further enhance the recreational activity area available to both residents and visitors.
The plan will be known as the Selinsgrove Borough Multi-Modal Walkability/Trail Connectivity Strategic Plan.
WHEREAS, the Borough of Selinsgrove desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by Borough of Selinsgrove ;
WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;
WHEREAS, the Consulting Firm is equipped and staffed to perform the work;
NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:
THE CONSULTING FIRM WILL:
 Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A. Borough of Selinsgrove may add other appendices as appropriate.]
 Obtain approval from the Borough of Selinsgrove of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the Borough of Selinsgrove to be of equal ability or experience to the predecessor.
THE Borough of Selinsgrove WILL:
 Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$
 Provide the Consulting Firm with reasonable access to Borough of Selinsgrove personnel, facilities, and information necessary to properly perform the work required under this Contract.

3. Except as provided in item 4 below, make payment to the Consulting Firm within 45 days of days after receipt of a properly prepared invoice for work satisfactorily performed. [Revise this provision to reflect actual payment arrangement agreed to.]

4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 45 days after final product approval by the Department of Conservation and Natural Resources.

IT IS FURTHER AGREED THAT:

- All copyright interests in work created under this Contract are solely and exclusively the
 property of the **Borough of Selinsgrove**. The work shall be considered work made for
 hire under copyright law; alternatively, if the work cannot be considered work made for
 hire, the Consulting Firm agrees to assign and, upon the creation of the work,
 expressly and automatically assigns, all copyright interests in the work to the **Borough**of Selinsgrove.
- 2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
- 3. The Consulting Firm may terminate this Contract at any time upon giving the Borough of Selinsgrove written notice of not less than 45 calendar days. The Borough of Selinsgrove may terminate this Contract at any time if the Consulting Firm violates the terms of this Contract or fails to produce a result that meets the specifications of this Contract. In the event of termination of this Contract by either party, the Borough of Selinsgrove shall within 45 calendar days of termination pay the Consulting Firm for all services rendered by the Consulting Firm up to the date of termination, in accordance with the payment provisions of this Contract.

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

WITNESS:	FOR THE Borough of Selinsgrove :
	TITLE:
WITNESS:	FOR THE CONSULTING FIRM:
	TITLE:

APPENDIX A NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- 3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- 4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- 6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

- 7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- 8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

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

DCNR-2021-Gen Gen-GPM - 1 Rev. 8/18