SNYDER COUNTY REQUEST FOR PROPOSALS (RFP)

SNYDER COUNTY COMPREHENSIVE RECREATION, PARKS, GREENWAY AND OPEN SPACE PLAN

The Snyder County Commissioners of Snyder County, Pennsylvania are accepting proposals for a one-time contract to perform certain professional services work for the Snyder County Planning Commission for creation of a Comprehensive Recreation, Parks, Greenway and Open Space Plan. Information is attached outlining requirements for proposal submission, evaluation criteria, and the proposed contract. Consultant firms are invited to submit formal proposals detailing their proposed scope of work and budget. After reviewing the RFP submittals, interviews may be conducted with consultant teams, the County will identify its preferred candidate and enter into negotiations resulting in a final contract agreement after any interviews.

Sealed proposals (3 copies) must be received by the Snyder County Commissioners at 9W Market St.; P.O. Box 217 Middleburg, Pa. 17842 no later than Friday December 3, 2021. If mailed, the proposal should be addressed to: The Snyder County Commissioners.

If you are interested in submitting a proposal for this work, or you need additional information, please contact:

Lincoln Kaufman, Director of Planning
9 W. Market St., P.O. Box 217
Middleburg, Pa. 17842
570-837-4256 or 570-837-4257
lkaufman@snydercounty.org

[Signature]
Lincoln Kaufman, Director of Planning
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NOTE: The term "proposer" or “firm” in this RFP means the person or firm making a proposal based on the RFP.
SECTION I. BACKGROUND

A. PURPOSE:

The purpose of this project is to develop a community supported comprehensive Recreation, Parks, Greenway and Open Space Plan for Snyder County. The Plan will help to prioritize demands and opportunities, and generate a strategic action plan for county recreation planning. The Plan will also provide an inventory of existing resources that will help determine and identify gaps in our recreation system. The overall goal will be to create private and public partnership that focus on creating recreational opportunities that can be enjoyed by a diversified group of users.

B. BACKGROUND:

Snyder County is a predominantly rural, agricultural community that is increasingly being influenced by its transportation systems. These transportation systems provide the County with a high level of accessibility to major urban centers, such as Harrisburg and Williamsport, and points beyond. As a result, the County’s eastern tier municipalities have experienced a tremendous amount of growth and development stemming outward from U.S. Routes 11/15 and 522. These growth pressures in turn are impacting the outlying rural municipalities through conventional development practices, which pose a series of impacts to local communities which includes the impacts on parks, recreation and open space available for public use.

Based on the planning initiatives over the past few years, there is a desire for enhanced connectivity between public spaces, and provision of safe, secure, outdoor attractions where County residents can congregate for outdoor activities. Existing plans and related initiatives should be used as the foundation for this plan to develop a coordinated, consistent approach to allow for recreation and open space areas to be protected from over development.

Pa DCNR Grant Program Contract #BRC-TAG-26-233. Available cash for this project is $55,000. Snyder County is providing in kind professional services match for this project.

C. PROJECT OBJECTIVES:

1. Build upon existing County and any municipal plans. Minimize new data collection by using existing materials where available. Focus on communication, strategizing and plan formulation through public and private entities.

2. Conduct a planning process with vigorous public involvement.

3. Conduct a broad-based recreational needs assessment that includes the general citizenry, organized community groups, government, and the private sector.
4. Inventory current park facilities and evaluate the current life cycle status of amenities to identify opportunities to improve health of all residents through dedicated exercise areas.

5. Identify the strengths, challenges and opportunities of existing parks and recreation facilities. Identify the natural/passive vs. programmed recreational space.

6. Identify opportunities for expanding recreation and/or open space on vacant and distressed, or currently undeveloped lands.

7. Develop clear community goals for the overall county recreational system that incorporate: improvements for public safety and security, with consideration for future maintenance requirements and costs, park aesthetics, and incorporating 'green' design principles where possible.

8. Develop strategies for merging the parks, recreation, trails, and open space recommendations with natural resource conservation, green stormwater infrastructure, energy efficiency methods, accessibility, and environmental remediation opportunities.

9. Develop recommendations to meet the recreational needs of all ages, interests and abilities, year round.

10. Create a conceptual green network plan that proposes opportunities to improve access and usage of parks and greater connectivity among neighborhoods and local and regional parks, trails, open space, and public facilities.

11. Develop illustrative conceptual site improvement plans for as many existing parks as is feasible.

12. Develop a conceptual plan with recommendations to create, improve and connect existing and or proposed recreation areas where possible.

13. Create an action plan which achieves the recommendations, maximizes limited financial resources and staff, identifies partnership opportunities, and positions the County for available implementation funding from public and private sources.

D. PROJECT TEAM/ STEERING COMMITTEE:

The consultant for this project will work with the Snyder County Planning Department, the Snyder County GIS Department, and other interested parties along with a steering committee. The Snyder County Commissioners will provide general oversee and final adoption of the Plan.

The consultant will be responsible for meeting preparation and determination of any outreach materials some of which may be provided by the GIS Department. The Project Team will conduct a community survey which will be prepared in conjunction with the
consultant, and conduct at least 3 public meeting, which will be led by the consultant. The first public meeting will be held early in the process for the purpose of determining issues, ideas, concerns and suggestions regarding parks, trails, open space, and recreation. The second public meeting should be held after conclusions and options are drawn and when recommendations are being formulated to obtain public feedback about possible actions. A third meeting will occur to review the draft plan and communicate to the public how their input influenced the decision making process.

SECTION 2. GENERAL TERMS

- Snyder County 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 County.

- The contract is subject to the approval of The Snyder County Commissioners 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 County review and approval for 60 days from the deadline for submitting proposals.

- If only one proposal is received by the County, 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 proposer 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

A. SCOPE OF WORK:

The scope of work should satisfy the County's objectives stated above and meet the expectations of the Comprehensive Recreation, Park, and Greenway Plan guidelines established by the Bureau of Recreation and Conservation under Pennsylvania's Department of Conservation and Natural Resources (DCNR). A final scope of work will be developed by the County and the respondent submitting the selected proposal ("The Project Consultant") following selection and any recommendations provided in the proposed Scope. In addition to plan development, the consultant is expected to attend a project kickoff meeting with the County, at least three (3) Steering Committee meetings, and at least three public meetings as listed above. The consultant should provide in their proposal a strategic approach to working with the Project Team. See Appendix B.
B. EXPECTED DELIVERABLES:

1. The consultant will attend and participate at Steering Committee meetings and at least three public participation meetings.

2. The County will organize, plan, and promote the public participation meetings per the consultants recommended timeframe.

3. The Consultant will develop a draft public participation report for review by the County and Steering Committee.

4. The consultant in conjunction with the County GIS Department will produce park profiles that will include written and graphically depicted inventory and assessment of existing recreation and open space resources, facilities, programs and services, management and organization, and financing.

5. The consultant will produce conceptually illustrative master plans that create a framework for a countywide greenway system, improved public access to the recreational opportunities, and improved public space interconnection countywide.

6. The consultant will develop a strategic action plan with implementable recommendations for open space, greenways, trails, parks, recreation facilities, programs and services, management and organization, financing.

7. The consultant will develop a draft report for review.

8. A graphically rich final report in digital (PDF) and print (8 copies) format.

C. ANTICIPATED SCHEDULE:

Snyder County anticipates a process to complete the final plan including final adoption of the plan prior to December 31, 2023.

D. BUDGET:

This project is partially funded by a grant from the Community Conservation Partnerships Program administered by the Pennsylvania 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 Snyder County Commissioners and its contracted consultant. This Request for Proposal (RFP) has been prepared in accordance with Bureau requirements and standards. The Bureau will monitor the project and certain documents will be subject to Bureau review and approval.

The DCNR Grant Agreement number is BRC-TAG-26-233.

SECTION 4. CONSULTANT QUALIFICATIONS
In the proposal, the consultant shall describe the overall technical and creative approach that demonstrates that the consultant understands the needs and objectives of this RFP and that the proposed method meets the DCNR's requirements for a Comprehensive Recreation, Parks, Greenway and Open Space Plan along with any required consultant certifications.

The responses to this RFP must not be more than 30 pages in length (15 double-sided or 30 single-sided pages) and include the following:

A. TECHNICAL PROPOSAL:

This section shall consist of:

1. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.

2. A scope of work that includes steps to be taken, including any products or deliverables resulting from each task.

3. A proposed schedule that indicates project milestones and overall time for completion.

4. Any other information deemed necessary to address the requests of this RFP.

B. PERSONNEL QUALIFICATIONS:

Project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and an estimate of the time each would devote to this project, and other pertinent information. The consultant team must have documented experience at a minimum in the following:

1. Leadership and successful completion of planning studies of the project type funded by the grant.

2. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.

3. Development of planning documents and design for public park and recreation facilities/areas.

4. Development of policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.

5. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.
6. Have the ability and personnel to meet the criteria set forth by DCNR for any additional personnel and/or practitioner qualifications which may include Park and Recreation Practitioner. See requirement below.

Park and Recreation Practitioner Requirement

For Comprehensive Recreation, Park and Open Space Plans, DCNR requires a Park and Recreation Practitioner, preferably holding a Certified Park & Recreation Professional (CPRP) certification with a minimum of three (3) years of experience, to be a member of the consultant team. Generally, the role of the practitioner is to advise the grantee of current park and recreation management, operation, and maintenance practices and formulate appropriate recommendations.

The practitioner's minimum role should include:

- Attendance at study committee meetings.
- Involvement in the public participation process such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
- Evaluation of all existing park and recreation sites and those considered for potential acquisition.
- Preparation and review of the draft plan and final plan. The Bureau requires written review comments from the practitioner.

C. COMPARABLE PROJECTS:

Provide a brief description of the last 3 comparable projects in progress or completed for counties or municipalities in Pennsylvania. Include a reference name with current contact information.

D. PROPOSED FEE:

Describe the allocation of the proposed project budget by task (time, personnel, etc.). Identify the maximum professional fee inclusive of all fees and expenses necessary to provide the final Plan.

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 of the firm's experience in conducting work of the nature sought by this RFP.

• A statement confirming that the firm meets the Consultant Qualifications (see Section 4 above).

• The location of the firm's office that will perform the work.

• A statement of agreement with the form of contract proposed, or any suggested alterations in the terms provided

• The firm's contact person, telephone number and email address.

B. PROFILE OF FIRM:

This consists of the following:

• An organization chart or table showing key team members and their roles.

• Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each in relation to the work. This should include the Project Manager and any key contributors DCNR requires that the project consulting team have the minimum qualifications outlined in Section 4 Consultant Qualifications.

• Project descriptions for 3 similar projects completed within Pennsylvania within the past ten (10) years along with client contact information.

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

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 if any.

SECTION 6. ADMINISTRATION/EVALUATION CRITERIA

A. PROPOSAL TIMETABLE:

The proposed schedule for the RFP process is as follows:

- Issue RFP: 5/2/22
- Cutoff for written questions: 7/1/22
- Proposal due: 7/8/22 @ 4:00 p.m.
- Consultant interviews (if necessary) By end of July
- Contract negotiations By end of July

B. EVALUATION OF PROPOSALS:

The Snyder County Commissioners, Snyder County Planning, Snyder County GIS and Steering Team Members will evaluate the contents of each RFP using, at minimum, the following criteria:

- The Firm's overall professional qualifications and ability to successfully complete the project.
- The Firm's experience in performing similar work.
- Project understanding.
- Overall approach to project completion.
- Cost.

C. ORAL PRESENTATION:

Any or all firms submitting proposals may be invited to give an oral presentation of their proposal either in person or via a platform pending guidelines concerning the COVID-19 pandemic based on evaluation of the RFP's.

D. ACCEPTANCE /REJECTION OF PROPOSALS:

Snyder County reserves the right to reject all proposals submitted, to cancel the solicitation request under this notice, and/or to re-request proposals for this work and service.

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 County
reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

SECTION 8. NOTICES:

All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

A. If to the Consulting Firm, addressed to:

B. If to the County, addressed to:

Snyder County Planning Commission
9 West Market Street, P.O. Box 217
Middleburg, Pennsylvania 17842

With a copy to:

Robert M. Cravitz, Esquire
Cravitz Law Office, L.L.C.
503 North Market Street
Selinsgrove, Pennsylvania 17870

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

SECTION 9. SUCCESSORS

The provision of this Agreement shall be binding on the heirs, assigns, grantees and successors of the parties hereto.

SECTION 10. ASSIGNMENT

Consulting Firm shall not assign this Agreement in whole or in any part, to any person or other entity without the prior written consent of the County, which consent shall not be unreasonably delayed or withheld. Any attempt at assignment without the prior written consent of the County shall be null and void, not binding on the County and the same shall constitute a default under this Agreement.

SECTION 11. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice sent by certified mail to the addresses set forth above.
SECTION 12. GENERAL PROVISIONS

A. The remedies given to the County under this Agreement are cumulative, and the County shall have in addition all other available remedies, including self-help and also those remedies allowed by law and in equity.

B. No delay in exercising or omission of the right to exercise any right or power by the County shall impair any such right or power or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waiver of any term or condition of this Agreement by the County shall not be construed by the Consulting Firm as a waiver of a continuing or subsequent breach of the same or any other term or condition of this Agreement.

C. All of the parties to this Agreement hereby consent to the exclusive jurisdiction of the Snyder County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

D. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

E. This document contains the entire agreement made between the parties on the matters covered by this Agreement. This Agreement may not be amended, altered, revoked, waived or clarified orally or by any action other than by a signed writing.

F. The parties hereby acknowledge and affirm that the respective persons executing this Agreement for each of them are duly authorized to act so for and on their behalves in this matter and to legally bind them hereunder.

G. By entering this Agreement, the Consulting Firm is not and shall not be deemed to be a partner, agent, employee, co-venturer, or other entity of or for the County and the Consulting Firm shall in no way be or be deemed to be bounded or obligated to the County other than as otherwise set forth in this Agreement. Likewise, by entering this Agreement, the County is not and shall not be deemed to be a partner, agent, employee, co-venturer, or other entity of or for the Consulting Firm and the County shall in no way be or be deemed to be bounded or obligated to the Consulting Firm other than as otherwise set forth in this Agreement. The parties hereto are and shall remain separate legal entities with no rights, title or interests in their respective personal and real property other than as set forth herein.
CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of ________, 20___, by and between the Snyder County Commissioners, Snyder County, Pennsylvania ("County"), and _____________________________________________________________________("Consulting Firm").

WHEREAS, the County desires to have certain one-time professional consulting work performed to create the Snyder County Comprehensive Recreation, Parks, Greenway and Open Space Plan;

WHEREAS, the [Municipality] desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by [Municipality];

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:

1. 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 incorporate herein as Appendix A.

2. Obtain approval from the County of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the County to be of equal ability or experience to the predecessor.

The County will:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed $______________.

2. Provide the Consulting Firm with reasonable access to Snyder County 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 30 days after receipt of a properly prepared invoice for work satisfactorily performed.

4. Make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days after final product approval by the Department of Conservation and Natural Resources.
IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of Snyder County. 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 County.

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 County written notice of not less than 30 calendar days. The County 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 County shall within 60 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.

4. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

   A. If to the Consulting Firm, addressed to:

   ___________________________
   ___________________________
   ___________________________

   B. If to the County, addressed to:

   Snyder County Planning Commission
   9 West Market Street, P.O. Box 217
   Middleburg, Pennsylvania 17842

   With a copy to:

   Robert M. Cravitz, Esquire
   Cravitz Law Office, L.L.C.
   503 North Market Street
   Selinsgrove, Pennsylvania 17870

   or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.
5. The provision of this Agreement shall be binding on the heirs, assigns, grantees and successors of the parties hereto.

6. Consulting Firm shall not assign this Agreement in whole or in any part, to any person or other entity without the prior written consent of the County, which consent shall not be unreasonably delayed or withheld. Any attempt at assignment without the prior written consent of the County shall be null and void, not binding on the County and the same shall constitute a default under this Agreement.

7. Either party may terminate this Agreement upon thirty (30) days prior written notice sent by certified mail to the addresses set forth above.

8. A. The remedies given to the County under this Agreement are cumulative, and the County shall have in addition all other available remedies, including self-help and also those remedies allowed by law and in equity.

   B. No delay in exercising or omission of the right to exercise any right or power by the County shall impair any such right or power or shall be construed as a waiver of any breach or default, or as acquiescence thereto. One or more waiver of any term or condition of this Agreement by the County shall not be construed by the Consulting Firm as a waiver of a continuing or subsequent breach of the same or any other term or condition of this Agreement.

   C. All of the parties to this Agreement hereby consent to the exclusive jurisdiction of the Snyder County Court of Common Pleas, Commonwealth of Pennsylvania, with respect to any dispute arising in connection with this Agreement or the enforcement thereof.

   D. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania.

   E. This document contains the entire agreement made between the parties on the matters covered by this Agreement. This Agreement may not be amended, altered, revoked, waived or clarified orally or by any action other than by a signed writing.

   F. The parties hereby acknowledge and affirm that the respective persons executing this Agreement for each of them are duly authorized to act so for and on their behalves in this matter and to legally bind them hereunder.

   G. By entering this Agreement, the Consulting Firm is not and shall not be deemed to be a partner, agent, employee, co-venturer, or other entity of or for the County and the Consulting Firm shall in no way be or be deemed to be bound or obligated to the County other than as otherwise set forth in this Agreement. Likewise, by entering this Agreement, the County is not and shall not be deemed to be a partner, agent, employee, co-venturer, or other entity of or for the Consulting Firm and the County shall in no way be or be deemed to be bound or obligated to the Consulting Firm other than as otherwise set forth in this Agreement. The parties hereto are and shall remain separate
legal entities with no rights, title or interests in their respective personal and real property other than as set forth herein.

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

WITNESS: ____________________________

FOR THE COUNTY OF SNYDER:

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 worksite.

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 ("EE0-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EE0-1 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 EE0-1 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 Grantee’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
Snyder County Greenway and Open Space Plan

SCOPE OF WORK –

1. The chosen consultant shall attend a kickoff meeting with the County Commissioners and the Steering Committee. During this meeting the following will be reviewed and amended if necessary:
   i. Overall Scope of Work for creation and approval of the plan.
   ii. Expected deliverables for the consultant, the planning department, the steering committee, and the GIS department.
   iii. Overall project timeline.

2. The consultant will attend and participate at Steering Committee meetings and at least three public participation meetings.
   i. The County will organize, plan, and promote the public participation meetings per the consultants recommended timeline.
   ii. The consultant will work with both the Steering Committee and the GIS Department for any materials necessary for presentation at the public meetings.
   iii. The Consultant will develop a draft public participation report for review by the County and Steering Committee.

3. Inventory:
   i. The consultant will review the following:
      1. Existing data and any known related State, County and Municipal plans.
      2. Review existing inventory of Open Space and Recreation areas.
      3. Help to provide updates to any facilities not currently in the inventory.

4. Analyze Data and Develop a Draft Greenway Vision:
i. Work with the steering committee for overall development of the vision and assessment of overall recreation needs for the general public, organized groups, and government.

ii. Evaluate public comment and responses from any survey conducted.

iii. Review and evaluate all key in person interviews.

iv. Provide recommendations for the overall Plan vision.

5. Mapping:

i. The consultant in conjunction with the County GIS Department will produce park profiles that will include written and graphically depicted inventory and assessment of existing recreation and open space resources, facilities, programs and services, management and organization, and financing.

ii. The consultant in conjunction with the County GIS Department will produce conceptually illustrative master plans that create a framework for a countywide greenway system, improved public access to the recreational opportunities, and improved public space interconnection countywide.

iii. Coordinate necessary mapping for public meetings.

6. Development of the Action Plan - The consultant will develop a strategic action plan with implementable recommendations for open space, greenways, trails, parks, recreation facilities, programs and services, management and organization, financing. The Action Plan shall:

i. Identify strengths of the existing inventory.

ii. Identify weaknesses of the existing inventory

iii. Evaluate the life cycle of the existing inventory

iv. Evaluate both challenges and opportunities for the operation, maintenance, and creation of Open Space and Recreation areas, along with potential financial availability for such.

v. Develop County and Community Goals while providing costs for the implementation and maintenance of any facilities.

vi. Incorporate improvements for public safety and security at existing facilities.

vii. Seek to provide for a green network that improves access and availability for usage of park and recreation facilities for people from all walks of life and abilities.

viii. Review the potential for the interconnectivity of park and recreation areas at
the municipal county and state levels.

ix. Evaluate vacant and distressed lands

x. Evaluate the Faylor Lake Complex and work with the county to show existing and proposed improvements.

7. The consultant will develop a draft report for review.

8. Provide a graphically rich Final Greenway and Open Space Plan in digital (PDF) and print (8 copies) format for review and approval by the Snyder County Commissioners.