

SCHUYLKILL COUNTY, PENNSYLVANIA

SWEET ARROW LAKE AND FROG HOLLOW

MASTER SITE PLAN



INVITATION

Complete proposals must be received by **Friday, May 8, 2026, no later than 4:00PM EST**. The County reserves the right to request additional materials to decide which proposal, or components of a proposal, best meets its needs. The County also reserves the right to accept or reject any or all proposals or parts thereof and to make further modifications if deemed to be in the County's best interest to do so. Late proposals will not be considered.

Proposals must be submitted via email to:

Susan Smith
Planning and GIS Director
Schuylkill County
401 North Second Street
Pottsville PA 17901
phone: 570-628-1038

email: ssmith@schuylkillcountypa.gov

Subject Line: "Proposal Submission: Schuylkill County SAL and Frog Hollow RFP – [FIRM NAME]"

Proposals should be submitted as an attachment or with a link to a file sharing site. A confirmation email will be sent to the respondent.

All questions or clarifications regarding this RFP must only be submitted through the form available on the [RFP Management page](#) on the County's Recreation Planning Hub by **4:00PM EST on Friday, April 17, 2026**. For any issues accessing the form, contact Susan Smith by email only.

For purposes of this RFP, references to the "County" or "Schuylkill County" may refer to County government, County departments, boards, and authorities, as well as the broader geographic county and its collective organizations, partners, resources, and assets, as applicable to the context. Proposers should understand the term to encompass both the County as a governmental entity and Schuylkill County as an integrated system of communities, organizations, and resources.

PROJECT PURPOSE

Schuylkill County is seeking a qualified planning partner to lead the development of the **Sweet Arrow Lake and Frog Hollow Master Site Plan**. The County is looking for a multidisciplinary consultant with expertise in park and recreation planning, public engagement, environmental stewardship, and implementable site design. This project will be collaborative, action-oriented, and focused on realistic, achievable outcomes.

The selected consultant will work closely with County staff, the Friends of Schuylkill Parks and Recreation, the Friends of Frog Hollow, stakeholders, and the public to create a plan that reflects community priorities and positions both parks for near-term action and long-term success. The plan will provide practical guidance to direct future investment, programming, land stewardship, and capital improvements while balancing recreation, environmental protection, and operational needs.

Capacity-building and public engagement are central to this effort. The process should strengthen the County's ability to implement recommendations and engage residents through multiple methods to ensure inclusive, transparent participation that shapes plan outcomes.

Sweet Arrow Lake and Frog Hollow Parks are at a pivotal moment. Increasing visitation, expanded acreage, and evolving programming demand a thoughtful, implementable approach, while sensitive environmental resources require careful integration of recreation and conservation goals. This project is not just about adding amenities—it is about helping the County balance community expectations, ecological constraints, and operational capacity within a cohesive framework.

The resulting plan will translate community values into clear priorities, phased improvements, and actionable guidance, supporting near-term decisions, future investments, grant applications, and ongoing stewardship. Ultimately, it will help ensure that these parks remain accessible, resilient, and well-loved community assets for years to come.

COUNTY AND PARK OVERVIEW

Schuylkill County is located in east-central Pennsylvania and is shaped by a long history of natural resource use, outdoor recreation, and working landscapes. While the County is historically known for its role in the anthracite coal industry, today its forests, waterways, and public lands play an increasingly important role in supporting quality of life, environmental stewardship, and community identity. As the County works to retain existing residents and attract new households – particularly younger residents and families – high quality, accessible parks and recreational amenities are increasingly recognized as essential community infrastructure. The County's largely rural character, aging population, and older built environment place a high value on well-maintained parks that serve multiple functions including recreation, education, conservation, and community gathering.

[Sweet Arrow Lake County Park](#) is located east of Pine Grove Borough in the southwestern corner of Schuylkill County, within Pine Grove Township and Washington Township. The park encompasses approximately 184 acres and includes Sweet Arrow Lake, a 70-acre lake, along with approximately 40 acres of emergent and forested wetlands associated with the Upper Little Swatara Creek. These natural resources form the ecological backbone of the park and support a wide range of recreational and educational opportunities, while also playing a critical role in watershed protection.

The park was established in 2001 when Schuylkill County acquired the property from PP&L and the Borough of Pine Grove with the goal of repairing the Sweet Arrow Lake dam and creating the County's first county-owned park. At the time of acquisition, the dam had been declared unsafe by the Pennsylvania Department of Environmental Protection. Through the successful use of Growing Greener funding, the County constructed a new compacted, reinforced concrete dam, securing the future of the lake and enabling the park's long-term development.

In 2002, the County expanded the park footprint with the acquisition of an additional 70 acres along the Upper Little Swatara Creek, north of Sweet Arrow Lake Road. Approximately 20 acres of this land were formally enrolled in the federal Conservation Reserve Enhancement Program (CREP), where the County maintained a conservation and public access easement across the entire tract but now owns. This area is considered part of the overall Sweet Arrow Lake County Park planning area and provides important opportunities for passive recreation, habitat protection, and environmental education.

Since the completion of the 2004 master plan, Sweet Arrow Lake County Park has grown into a vibrant regional destination. The park now hosts fishing, boating, hiking, disc golf, weddings, community festivals, and environmental education programming with annual visitation exceeding 50,000 visitors. What was once a largely local park has become a cornerstone of the County's Park and recreation system, serving residents from across Schuylkill County and attracting visitors from the surrounding region. Members of the Friends of Schuylkill Parks and Recreation have hailed it as the area's destination for trophy trout.

More recently, the Friends of Schuylkill Parks and Recreation funded the design and permitting of a shovel-ready plan to remove approximately 500,000 cubic yards of sediment from the 101-year-old lake and restore a large portion of it so it may again be used for recreation. The Master Site Development Planning process will be integral in clarifying the best approach to balance the temporary draw down of the lake during dredging with park uses (i.e. trout fishing, weddings, etc.). Funding for the implementation of the dredging project is actively being pursued, making the need for holistic community engagement even more urgent.

In 2024, Schuylkill County further expanded the park system with the acquisition of the 28-acre [Frog Hollow](#) parcel, located at the headwaters of the stream that feeds Sweet Arrow Lake. This strategically important parcel enhances opportunities for trail connections, nature-based recreation, habitat conservation, and watershed protection, while also introducing new planning considerations related to access, programming, and long-term stewardship. Frog Hollow strengthens the park's role as both a recreational destination and a conservation asset.

Behind these physical assets is a strong network of people and organizations. The County Parks and Recreation Department, the Friends of Schuylkill County Park and Recreation, which also serves as the Sweet Arrow Lake Advisory Committee to the Board of Commissioners, Friends of Frog Hollow, the Schuylkill Conservancy, Berks Nature, the Sweet Arrow Lake Conservation Association, the Schuylkill Conservation District and other established volunteer organizations play a critical role in stewardship, education, and implementation.

CONCURRENT AND RECENT PLANNING

COMPREHENSIVE PARK, RECREATION AND OPEN SPACE PLAN

The County has been awarded DCNR C2P2 grant funding to prepare a county-wide Comprehensive Park, Recreation and Open Space Plan. The resulting plan will serve as a practical, implementable tool that will guide future growth, land use, and investment decisions while aligning with community aspirations. A central objective is to move beyond broad vision and goal statements and produce clear, achievable strategies and projects

grounded in data analysis and meaningful public input. The Comprehensive Park, Recreation, and Open Space Plan will also establish a framework for the County Planning Office to evaluate proposed projects for consistency with the Comprehensive Park, Recreation and Open Space Plan.

A separate RFP for the Comprehensive Park, Recreation and Open Space Plan will be issued concurrently with *this* RFP. The County may consider selecting the same consultant for both the Comprehensive Park, Recreation and Open Space Plan and the Master Site Plan; however, if different consultants are selected, close coordination between the teams will be required. Each RFP will be evaluated independently, and proposals will be reviewed by slightly different compositions of County staff, advisory committee members and/or stakeholders as appropriate to the scope of each plan.

ANTHRACITE CONNECTOR PEER GRANT

The County was recently (March 2026) a Peer Grant from DCNR. This is a joint application made by Schuylkill and Carbon Counties with Schuylkill County as the applicant. The 9/11 Memorial Trail Alliance recently completed the Anthracite Connector Feasibility Study, which confirmed a viable trail connection between the Schuylkill River Trail in Pottsville and the D&L Trail in Jim Thorpe. Implementation is constrained by the absence of a coordinated operations and maintenance (O&M) structure. The Peer engagement will focus on developing a sustainable O&M structure for both Schuylkill and Carbon Counties, clarifying ownership and maintenance roles, evaluating the need for a joint county organization, building partner consensus, and identifying near-term actions to advance funding and trail development.

The selected consultant will be required to confer with the Peer consultant to identify any shared opportunities and/or review the recommendations made by the Peer consultant.

OUR RESILIENCE STRATEGY: SCHUYLKILL COUNTY'S HAZARD MITIGATION PLAN

The Schuylkill County Hazard Mitigation Plan received approval from FEMA in June 2025. Effective hazard mitigation depends on integrating hazard awareness and risk-reduction strategies into everyday public decision-making and planning activities. Accordingly, the Hazard Mitigation Plan emphasizes integrations and coordination with other local planning efforts, including *this* plan update.

The vision of the Hazard Mitigation Plan is that *"Schuylkill County is a thriving, resilient County where those that live, work and play here benefit from partnerships, commitments, policies and investments all aimed at reducing our risk to hazards."* To support this vision, the plan's goals focus on creating safer, more livable communities; protecting environmental resources; sharing knowledge and building local capacity; strengthening economic resilience; and establishing clear, actionable plans, policies and procedures.

The consultant will be required to consider and integrate the Hazard Mitigation Plan as part of this planning effort, ensuring alignment between hazard mitigation principles and recommended policies, actions, and investments. Particular attention should be given to the county's risk and vulnerability to flooding and dam failures and to identifying strategies within this project that reduce or mitigate those risks.

SCHUYLKILL BLUEPRINT FOR A BETTER BAY (SB3)

Schuylkill County's Chesapeake Bay Watershed Implementation Plan (Phase III WIP), known as SB3, guides the County's efforts to improve water quality within the Chesapeake Bay drainage area. Both Sweet Arrow Lake Park and Frog Hollow Park are located within the Swatara Creek Watershed, which is part of this drainage system.

Through SB3, Schuylkill County seeks to reduce annual nutrient loads to local streams and water resources by approximately 1.024 million pounds of nitrogen and 42,000 pounds of phosphorus annually through the implementation of Best Management Practices (BMPs). Priority Initiative 3 addresses stream and natural resource-based actions, including wetland restoration, wetland creation, and stream restoration, while Priority Initiative 4 focuses, in part, on stormwater BMP implementation and conservation landscaping.

The selected consultant shall consider SB3 as part of this planning effort and ensure that proposed recommendations are consistent with its goals. Where appropriate, the consultant should identify strategies within the project that may contribute to achieving the County's nutrient reduction targets.

SCOPE OF WORK

The consultant shall assist the County in the preparation of a **Master Site Plan for Sweet Arrow Lake Park and Frog Hollow Park** that addresses all state requirements, ensures DCNR approval can be achieved, sets forth a strategy for implementing the county's vision, and provides a solid foundation for near-term action and long-term success. The selected consultant will be responsible for the overall management of the project and completing the approved Scope of Work. **The Scope of Work is expected to cover the county planning priorities and tasks outlined below.** Latitude is provided to the proposer for development of specific tasks that will be included in the Scope of Work to encourage a wide variety of approaches.

COUNTY PLANNING PRIORITIES

THE COUNTY'S OVERALL PRIORITY IS A MASTER SITE PLAN THAT INSPIRES ACTION, REFLECTS THE DESIRES OF THE COMMUNITY, AND PROVIDES A CLEAR, STRATEGIC PATH FORWARD. THESE PLANNING PRIORITIES MUST TRANSLATE INTO THE TASKS TO BE UNDERTAKEN BY THE CONSULTANT IN EXECUTING THEIR SCOPE OF WORK.

PLANNING PRIORITY 1 | PLAN TOGETHER

The Master Site Plan planning process will be guided by a study committee, which has already been formed. The current members are listed in *Appendix A*. One additional member may be added to the Committee to address comments from DCNR on the Planning Organization. The scope of work for this update must include ongoing coordination and communication with the study committee. All major milestones and deliverables should be submitted to the study committee for review. **Additionally, bi-weekly, virtual check-ins with county staff are required.** These meetings are intended to be brief, focused sessions to address immediate challenges and ensure alignment throughout the project.

The County Planning Department will serve as the primary contact between the County and the consultant team; however, staff from the County Parks and Recreation Department, the County Real Estate Director/Engineer and the County Conservation District will be involved.

This plan will be developed cooperatively with County Staff and the Study Committee as this is viewed more as a partnership than simply handing off the Master Site Plan to be written by the selected consultant.

County staff will be responsible for:

- Providing any data requested by the consultants to prepare the Plan including GIS data, if the data is available
- Providing photographs or other media for use in the plan or planning materials
- Providing human and technical resources

- Building the Study Committee
- Scheduling and coordinating the logistics of all meetings
- Distributing and collecting documents, emails, correspondence to and from the study committee and other plan stakeholders
- Preparing for and providing updates to the County Board of Commissioners
- Submitting the plan to DCNR for approval
- Other tasks outlined in the consultant scope of work may be added to staff responsibilities for the project, and these should be clearly identified in the scope of work

Consistent with their charge, the Study Committee (*see Appendix A*) will serve as an oversight and advisory committee to assist with preparing, updating, and guiding the direction of the Plan.

The Study Committee will be responsible for:

- Participating in the Planning Process
- Selecting individuals for key person interviews
- Shaping and recommending priorities and an overarching policy direction
- Ensuring consistency with State and Federal Plans, Priorities and Requirements
- Leveraging data, tools, plans and other resources
- Identifying challenges and opportunities
- Building partnerships and awareness
- Framing the plan in terms that will resonate locally
- Spearheading eventual implementation

PLANNING PRIORITY 2 | ENGAGE, LISTEN, SHAPE

Public participation is central to the success of this Master Site Plan update and will be intentionally designed and facilitated by the consultant. At least two public engagement events must be held at Sweet Arrow Lake Park: one focused on information gathering and community input, and a second to share findings, test recommendations, and refine proposed strategies.

The County desires creative, interactive formats that move beyond traditional public meetings – such as drop-in events, hands-on activities or other participatory approaches – that create space for listening, dialogue and meaningful participation.

Study committee members and County representatives will attend and support these activities, helping to engage the public and demonstrate County commitment to the process. The County also desires to meet people where they are and to attend Sweet Arrow Lake or Frog Hollow events to directly interact with community members, gather input, and ensure the community's voice meaningfully inform the plan. Subject to the cost proposal, the County and our partners may staff these events *without* the selected consultant; however, the consultant will be responsible for preparing all outreach materials, engagement activities, and supporting content needed for events.

In addition to public-facing engagement, the County desires key person interviews with 29 stakeholders, partners, and community leaders who have been selected by the Study Committee (*see Appendix B*). While the intent is to interview all 30 identified individuals, the Study Committee recognizes that this may not be feasible on an individual basis. The County is open to conducting small group interviews, where appropriate, particularly among individuals with similar roles or perspectives. Key person interviews may be conducted in person or virtually and

are intended to provide in-depth perspectives that help shape the plan’s vision, priorities, and strategic recommendations.

The County seeks an engagement approach that combines digital and non-digital tools and actively leverages the County’s GIS capabilities. This may include building upon existing GIS-based StoryMaps developed for [Sweet Arrow Lake](#), deploying ArcGIS Survey123, and utilizing the [Schuylkill County Recreation Planning Hub](#) developed by the County in ArcGIS Sites to support public outreach and information sharing. Subject to the cost proposal, the County Planning and GIS Office may continue developing the Recreation Planning Hub, StoryMaps, or survey platform; however, the consultant will be responsible for drafting survey questions and providing guidance on content, structure, and messaging.

Overall, the engagement approach should include “meetings” that are interactive and engaging so that participants have the opportunity to share what matters to them. Engagement and the plan should clearly demonstrate how public, and stakeholder input has influenced the plan and how we’ve “closed the loop” by communicating how feedback informed decisions and priorities.

PLANNING PRIORITY 3 | BUILD CAPACITY

The County places a high priority on a planning process that strengthens its long-term capacity to implement the Master Site Plan. The consultant shall design recommendations that are realistic, achievable, and aligned with the County’s organizational, staffing, and financial capacity, while also identifying opportunities to enhance that capacity over time.

The plan should include clear implementation strategies, roles, and responsibilities for County staff, partner organizations, and municipalities, as well as potential funding sources, partnerships, and phasing approaches. Recommendations should be structured to support near-term action while building the tools, processes, and partnerships necessary for sustained implementation.

Overall, the Master Site Plan should function not only as a visioning document, but as a practical guide that equips the County and its partners to move projects and initiatives forward efficiently and effectively.

PLANNING PRIORITY 4 | INSPIRE ACTION

While the final Master Site Plan narrative should meet the DCNR requirements identified in the DCNR, Bureau of Recreation and Conservation, Community Conservation Partnerships Program “Master Site Development Plan, Guidelines and Example Scope of Work” DCNR-2026-Plan Plan-GPM-13 Rev. 1-19, it shall be **visually engaging, accessible, compelling and designed to inspire action**. The plan must clearly convey the County’s vision, priorities, goals, policies, and recommended actions in concise, jargon-free language that is easily understood by staff, elected officials, partner organizations, and the public. A rich suite of visualizations—including infographics, maps, and photographs—should be included to make the plan both exciting and transformative. The plan should serve as a catalytic tool, motivating stakeholders to implement its recommendations. A comprehensive yet digestible executive summary should be created, capable of standing alone as a communication and engagement resource.

TASKS

1 | COMMUNITY INVOLVEMENT AND ENGAGEMENT

The selected consultant will be responsible for leading a comprehensive and inclusive public engagement process that meaningfully informs the development of the Master Site Plan. At a minimum, the process should address County Planning Priorities 1 and 2.

2 | INVENTORY, CONDITIONS REPORT AND FUTURE DESIGN/PROGRAMMING CONSIDERATIONS

The selected consultant will develop a comprehensive and detailed inventory of both Sweet Arrow Lake Park and Frog Hollow Park. This inventory will form a critical foundation for understanding the current park system and identifying future needs and opportunities. For each park, the inventory must include:

1. A description of the geographic, physical (including total area), natural, and historic/cultural resources and legal restrictions related to both parks and any potential impacts on potential development and use. Provide analysis of opportunities and constraints.
2. A description of the community needs, uses, and priorities for both parks as identified by the public participation process, previous planning work, and needs assessment. Describe the recreation and conservation facilities proposed to be developed, rehabilitated, or enhanced on the site. The proposed facilities and uses should also be clearly represented on the site development drawings.
3. A description of the passive recreation facilities such as wildlife viewing, nature trails, community gardens, habitat protection, environmental education, etc.
4. A description of the preservation of open space, natural areas and riparian buffers.
5. A description of participation rates. To help define facility requirements, estimates of daily, weekly, monthly and seasonal use should be provided.
6. An inventory of facilities and amenities including a description and count of assets such as playgrounds, restrooms, pavilions, trails, and other recreational features.
7. A general assessment of physical conditions and functionality including a high-level evaluation of each facility's condition, accessibility, usability, and compliance with applicable standards, including ADA.
8. A general assessment of support facilities such as roads, stormwater management, maintenance facilities, utilities, parking, comfort facilities. Provide a brief description of each.

In addition to the written inventory, the selected consultant will prepare maps and graphic representations of both parks and the overall park system. These visuals will be used within the final Master Plan document as well as in engagement materials to support outreach and communication efforts. All map related deliverables must be compatible with the County's GIS.

3 | GAP ANALYSIS AND NEEDS ASSESSMENT

The selected consultant will produce a needs assessment that examines needs in both parks as well as the need for additional amenities. This should include recommendations for system-wide improvements, improving the existing parks and potential partnership opportunities. The analysis should come primarily from:

- The inventory and conditions report
- Projections of population growth and demographic characteristics
- Recreation participation levels
- National Level of Service (LOS) standards
- Identified unmet needs resulting from public engagement
- Identification of areas of significant recreational opportunities

The consultant should explore and anticipate emerging trends or other projects ongoing in the County that may impact future delivery of recreational services at both parks. Recommendations should include strategies for adapting to these trends to ensure long-term relevance, equity, and sustainability in parks and recreation planning.

4 | PRIORITY RECOMMENDATIONS FOR PARK IMPROVEMENTS, DEVELOPMENT AND FUNDING STRATEGIES

Drawing from the analysis conducted in Tasks 1, 2, and 3, and addressing Planning Priority 3, the selected consultant will prepare a set of prioritized recommendations that address the identified needs, opportunities and constraints at both parks. Recommendations must be comprehensive, realistic, implementable and grounded in a clear understanding of the ability to implement them. Each recommended action shall be accompanied by an explicit strategy for building or confirming the capacity needed for implementation including staffing, funding, partnerships, and long-term operational considerations. Recommendations may include, but are not limited to, improvements in the following areas:

- Renovation and ongoing maintenance of existing parks and facilities
- Development of new amenities and facilities, including the identification of potential land acquisition opportunities and the potential to physically connect Sweet Arrow Lake to Frog Hollow and connect Sweet Arrow Lake to Pine Grove Borough
- Expansion and enhancement of recreational programming and community services

The consultant should also provide a recommendation on the best approach to balance the temporary draw down of Sweet Arrow Lake during dredging with park uses such as trout fishing, weddings, etc.

In support of these recommendations, the consultant will prepare detailed cost estimates for both capital improvements and ongoing operational needs. This includes costs associated with facility renovations, new construction, land acquisition, program delivery, staffing, and maintenance.

The consultant will assess the County's organizational structure, staffing and funding levels in relation to national averages and comparative park systems. The Consultant will provide a budget and staffing analysis needed for current level of service, an adequate level of service and desirable level of service. The analysis will also include funding and staffing requirements for future growth and operation in line with the recommendations. The consultant will also provide suggested funding strategies.

To guide implementation, the consultant will develop an **implementable** action plan that outlines specific strategies and priorities across short-, mid- and long-term timeframes. **A 6-month "to do list" should also be developed to catalyze early implementation.** This plan must include an analysis of available and potential budgetary resources, funding mechanisms such as grants or partnerships, and strategies for building collaborative relationships with public, private and nonprofit partners. The plan should realistic, actionable, and aligned with other County plans particularly those identified in this RFP.

OPTIONAL TASK 5 | FOREST STEWARDSHIP PLAN

At the County's discretion and subject to the cost proposal, the County may authorize an Optional Task to prepare a Forest Stewardship Plan encompassing both parks. The Forest Stewardship Plan shall be a comprehensive written document that identifies and prioritizes management activities intended to protect, enhance, and sustainably manage forest resources.

The plan shall address, as appropriate, forest health, wildlife habitat, timber resources, soil and water conservation, recreation, and scenic and aesthetic values, and shall provide actionable recommendations to guide long-term stewardship and maintenance.

6 | FINAL PREPARATION, EVALUATION AND ADOPTION

In the concluding task of the project, the consultant will guide the County through the review and adoption of the final Master Site Plan. This process includes several key steps to ensure that the plan reflects staff input, incorporates technical guidance and is formally approved by the County including:

- A complete DRAFT of the Master Plan should be provided to the County Planning Director for staff review and comment. Staff feedback will be used to refine the document.
- After staff review, an updated DRAFT Master Plan should be provided to the Study Committee to provide comment and finalize the document before it proceeds to the County Board of Commissioners.
- The final step in the process will involve a formal presentation to the Schuylkill County Board of Commissioners during a regularly scheduled public meeting at which they will take action to consider plan adoption.

The final Master Site Plan should be prepared in accordance with Planning Priority 4.

PRODUCTS AND DELIVERABLES

The following products and deliverables must be provided to the County:

- Project Management Plan and Schedule identifying tasks, milestones, decision points and deliverable review periods
- Progress reporting written monthly, or as agreed upon with the County
- Meeting summaries of all meetings including key discussion points, decisions and action items
- Meeting materials including agendas, handouts, facilitation materials and presentation graphics for all meetings
- Engagement documentation summarizing public and stakeholder input and clearly demonstrating how input informed plan recommendations and priorities
- Preliminary and Draft plan documents
- All mapping shall be provided in ArcGIS-compatible format and referenced to the County GIS using the **State Plane Pennsylvania South Coordinate System, NAD 83**. All data shall be delivered in a format suitable for direct integration into the County GIS without additional conversion. Deliverables must include all associated spatial datasets, supporting data, and any GIS-based engagement or communication tools developed as part of the projects. The County strongly prefers that site development drawings be prepared within a GIS environment or fully georeferenced to allow for integration and long-term use within the County GIS.
- Any photos or other media created specifically for this plan
- Final plans and reports provided in print-ready Adobe PDF format

- Complete transfer of all project-related data, analyses, graphics or GIS files and documentation produced during the project

The County does not require any hard copy documents. All deliverables should be provided in electronic formats such as Microsoft Word, Excel, PowerPoint and Adobe PDF. GIS data should be in ESRI format.

Proposers may also include additional deliverables they believe would add value to the project.

PROJECT TIMELINE

The DCNR grant period for this project is January 1, 2026 to December 31, 2028. All work including data collection, community engagement, plan development, DCNR plan approval, Schuylkill County Commissioner approval, final deliverables and final invoicing must be completed within this timeframe to align with the grant's funding and reporting requirements. Sufficient time must be provided to the County to close out the grant prior to the end of the grant period.

PROJECT BUDGET

The total project budget is \$72,000. The County has secured \$36,000 through a DCNR Community Conservation Partnerships Program Grant, with the remaining 50% match provided by the Friends of Schuylkill Parks and Recreation. Respondents should develop a proposed scope of work that aligns with the total budget. Any additional deliverables or enhancements that could add value to the project should be clearly identified and presented separately from the \$72,000 budget. The County would prefer to retain approximately \$4,000 to \$7,200 for printed outreach materials, interactive displays, event materials, public meeting materials and final plan printing.

FIRM SELECTION PROCESS

A selection committee will review the submitted proposals and identify consultants for interviews. Upon completion of interviews, the selection committee will make a recommendation to the Schuylkill County Board of Commissioners to award a contract to the preferred consultant.

SUBMITTAL REQUIREMENTS

1 | COVER LETTER

Proposals must include a cover letter introducing the firm or team, summarizing interest in the project, and identifying the primary contact and authorized signatory. The cover letter should briefly describe the firm's qualifications and experience relevant to park and recreation planning, public engagement, environmental stewardship, and implementable site design.

2 | EXECUTIVE SUMMARY

An Executive Summary should provide a high-level overview of the proposed approach, highlighting key differentiators, value-added services, and how the proposal addresses the County's goal of producing an implementable plan that leads to real-world outcomes. The summary should convey how the plan will position the County for near-term action and long-term success.

3 | PROJECT UNDERSTANDING AND APPROACH

The section should demonstrate a clear understanding of the objectives, planning priorities and challenges associated with preparing a Master Site Plan for the County's park and recreation facilities. This section must reflect the firm's demonstrated experience in park and recreation planning, public engagement, environmental stewardship, and implementable site design. Firms should describe their approach to developing a plan that is strategic, focused, and implementable, with clearly defined steps, milestones, and expected outcomes. **Of particular importance, firms should indicate how they will assess and what will guide their recommendations regarding the impact of a proposed temporary draw down on park uses.** This section must explain *how* the County's capacity will be intentionally built throughout plan development, ensuring that proposed strategies are achievable given existing or actively developing resources. Creative approaches to prioritization, implementation, and capacity-building should be highlighted, along with evidence of the firm's track record in producing plans that lead to measurable results.

This section should also include a proposed schedule with estimated dates or timeframes for identifying tasks, milestones, decision points as well as the overall timeframe for project completion.

4 | PUBLIC ENGAGEMENT STRATEGY

Proposals should describe a comprehensive and inclusive approach to community engagement throughout the Master Site Plan process. Respondents must demonstrate how they will meaningfully engage a wide range of existing park users such as anglers, walkers, paddlers and kayakers, event and wedding participants, students and other recreational and special-use groups to understand current use patterns, needs and priorities.

Equally important, proposals must explain how the firm will identify and engage individuals and groups who do not currently use the facilities, as well as those with the potential to become future users. This outreach should seek to understand barriers to access, awareness gaps, and opportunities to broaden participation across age groups, abilities, and interests.

A mix of engagement methods is expected and should be outlined in this section.

Submissions should explain how public input will be collected, documented, and incorporated into the development of the plan, including a clear process for showing how community feedback will inform recommendations, priorities, and implementation strategies. Consultants should demonstrate how engagement will shape decision-making and plan outcomes, rather than focusing solely on attendance or participation numbers.

Firms are encouraged to include strategies that foster ongoing relationships and provide tools for continued community involvement after plan adoption. Proposals should also highlight creative, flexible approaches to engagement, such as drop-in events, pop-up activities, or other informal methods that meet participants where they already are.

5 | QUALIFICATIONS AND EXPERIENCE

Provide a clear summary of the firm's relevant experience with examples of previous projects in rural or similar communities and comparative parks. Proposals should highlight prior experience producing implementable plans and provide references from clients who can speak to post-adoption implementation success. This section should demonstrate that the firm has the knowledge, skills, and experience necessary to meet the County's goals.

6 | TEAM COMPOSITION AND CAPACITY

This section must identify key project personnel, including the proposed Project Manager and other specialists, and clearly define roles and responsibilities. Resumes or CVs should be included for key staff. Firms should demonstrate that the project team has the capacity to deliver a high-quality product within the required timeline. **Proposals should also indicate a commitment to retain the proposed Project Manager throughout the planning process.**

7 | PROJECT MANAGEMENT AND COMMUNICATION

Firms should describe how the project will be managed, including coordination with County staff, timeline management, and quality assurance. Proposals should outline how deliverables will be reported, how internal review processes will ensure accuracy and completeness, and how the consultant will maintain timely and effective communication throughout the project.

8 | PRIOR WORK EXAMPLES

Submission of or link to samples of previous work including at least two Master Site Plans (or similar), which have had post-adoption implementation success.

9 | COST PROPOSAL

Provide a detailed cost proposal in a ***separate*** document outlining the services to be provided (broken down by firm, if proposing as a project team). The budget shall be organized by task and identify labor hours and personnel.

QUESTIONS REGARDING THE RFP

All questions or clarifications regarding this RFP must only be submitted through the form available on the [RFP Management page](#) on the County's Recreation Planning Hub by **4:00PM EST on Friday, April 17, 2026**. For any issues accessing the form, contact Susan Smith by email only. Questions submitted after the deadline may not be addressed. Oral communications, including phone calls or in-person inquiries, will not be considered official and will not alter the RFP requirements.

Responses to all submitted questions will be compiled and posted to the RFP Management page on the County's Recreation Planning Hub by 4:00PM EST on Wednesday, April 22, 2026.

SUBMISSION

See the proposal submission requirements detailed earlier in this RFP. **Submit an electronic version in a PDF format** to Susan Smith, Planning and GIS Director, Schuylkill County at ssmith@schuylkillcountypa.gov with the subject line *"Proposal Submission: Schuylkill County SAL and Frog Hollow RFP – [FIRM NAME]"*. This can be submitted as an email attachment or a link to an online file-sharing platform. All respondents will receive an email confirming receipt of the proposal.

SELECTION CRITERIA

SCHUYLKILL COUNTY VIEWS THIS PLANNING EFFORT AS A CATALYST FOR IMPLEMENTATION, PARTNERSHIP-BUILDING, AND FUTURE INVESTMENT. THE COUNTY IS SEEKING A PLANNING PARTNER WHO IS MOTIVATED BY REAL-WORLD OUTCOMES AND COMMITTED TO PRODUCING A PLAN THAT WILL BE ACTIVELY USED, FUNDED, AND IMPLEMENTED.

Each member of the selection committee will independently review the proposals and assign a score of 0 to 5 for each criterion, where 0 indicates non-responsive and 5 indicates exceptional. Each score will be weighted according to the assigned points, and an average score will be calculated across the committee.

PROJECT UNDERSTANDING AND APPROACH

40 POINTS

Proposals will be assessed on the respondent's demonstrated understanding of the project including challenges and emerging opportunities. The selected planning partner must propose an approach that leads to a truly implementable plan that positions the County and its partners for near-term action and long-term impact.

Proposals should clearly show **how local capacity will be intentionally built throughout the development of the plans – not afterward**. The County is committed to including only those strategies for which we have built, or are actively building, the capacity to carry out.

As such, the plans must be focused, strategic, and geared towards real-world execution rather than broad, generalized narratives. Creative approaches to implementation, prioritization, and capacity-building are encouraged. Respondents must show a proven track record of developing plans that lead to measurable outcomes and successful implementation.

PUBLIC ENGAGEMENT STRATEGY

25 POINTS

The strongest proposals will demonstrate a commitment to inclusive, meaningful public engagement through a layered and ongoing strategy that uses a range of engagement methods—such as in-person events, digital tools, and partnerships with community organizations—to ensure broad and representative participation from individuals who live, work, visit, or recreate in the County. Proposals must clearly describe **how public input will be documented, evaluated, and meaningfully integrated** into the planning process, including a **transparent feedback loop** that shows how community input informs plan recommendations, priorities, and implementation strategies. Proposals should demonstrate how public input is actively incorporated into plan outcomes, rather than focusing solely on the quantity of participation.

Strong proposals will also demonstrate an ability to reach a wide range of existing users, individuals who currently do not use the parks and potential new users and are encouraged to include approaches that build lasting relationships, trust, or tools for continued engagement beyond plan adoption. Proposals that rely primarily on **formal, sit-down public meetings are discouraged**. The County is particularly interested in **creative engagement formats** that move beyond traditional meeting structures, including drop-in events, pop-up engagements, and other informal approaches that meet people where they already are.

QUALIFICATIONS AND EXPERIENCE

20 POINTS

Firms will be evaluated on their prior experience in park and recreation planning, public engagement, environmental stewardship, and implementable site design. Proposals should include examples of relevant past work. Strong references from clients with similar scopes and contexts **who can speak to post-adoption implementation success** are encouraged and will be considered as part of this evaluation.

TEAM COMPOSITION AND CAPACITY

10 POINTS

The proposal must identify the project team, including lead staff and relevant specialists. Teams should reflect expertise across key planning areas and clearly define roles and responsibilities. Reviewers will assess whether the team has the capacity to deliver a high-quality product within the required timeline. Reviewers will also consider the continuity of assigned staff, **including the respondent's commitment to retaining the proposed**

Project Manager throughout the duration of the project. Any proposed changes to key personnel must be communicated in advance and are subject to County approval with the expectation that any replacement will have equal or greater qualifications and relevant experience.

PROJECT MANAGEMENT AND COMMUNICATION

5 POINTS

Proposals should describe how the consultant will manage the project timeline, coordinate with County staff, and ensure timely communication. Reviewers will assess how clearly the team defines deliverables, reporting protocols, and internal quality assurance.

COST PROPOSAL AND VALUE

0 POINTS

While the cost is not the sole determining factor, it will be considered in relation to the overall value of the proposed work. Proposals should include a clear, detailed budget and demonstrate an efficient use of resources. Optional or phased services with associated costs should also be identified where appropriate.

PROPOSED DECISION TIMELINE

Schuylkill County is committed to the following decision timeline:

| Date | Milestone |
|-----------------------------|---|
| Monday, March 30, 2026 | RFP Release Date |
| Friday, April 17, 2026 | Due date for questions by respondents |
| Wednesday, April 22, 2026 | RFP addendum with responses to submitted questions |
| Friday, May 8, 2026 4PM EST | Due date and time for proposals |
| Wednesday, May 20, 2026 | Firms selected for interviews (if necessary) to be contacted by email |
| Week of May 25, 2026 | Interviews **NOTE: Monday is Memorial Day** |
| Thursday, May 28, 2026 | Selection Committee submits recommendation to Board of Commissioners |
| Wednesday, June 10, 2026 | County Board of Commissioners anticipates selecting recommended firm |
| Friday, June 19, 2026 | Contract finalized and notice to proceed issued |

Incomplete or late submissions will be disqualified from consideration.

The County of Schuylkill reserves the right to request additional information from respondents to determine which submission best meets the County's needs and may reject any or all proposals if it is in the County's best interest to do so.

The successful proposer will be notified in writing by email. Firms not selected will be notified by email as soon as possible following award of contract.

CONTRACT MANAGEMENT AND INVOICING

The Selected Consultant and the County will execute a contract (*see Appendix C with Agreement sheet, County Standard Terms and Conditions and DCNR Nondiscrimination – Sexual Harassment Clause*) for the completion of the Services identified within this RFP. The contract, when executed, shall be deemed to be the entire agreement between the parties. This RFP and the Selected Consultant's response will be attached as exhibits to the Contract.

The Schuylkill County Planning Department is responsible for administering the contract and overseeing the projects. Invoices shall be submitted to the attention of the Point of Contact for this RFP. Invoices should be separated and summarized by Task as identified in the final Scope of Work.

APPENDIX A

STUDY COMMITTEE MEMBERS

Below is the list of individuals appointed by the Schuylkill County Board of Commissioners to the Sweet Arrow Lake and Frog Hollow Master Site Plan. The appointment was made at their February 11, 2026 meeting

| | Name | Plan Relationship |
|----|---------------------------------|---|
| 1 | Bob Evanchalk | Friends of Frog Hollow member and retired Schuylkill County Parks and Recreation Director |
| 2 | BJ Folk | Friends of Schuylkill Parks and Recreation Chair/Sweet Arrow Lake Advisory Board member/Friends of Frog Hollow Vice Chair |
| 3 | Bob Heaps | Schuylkill County Parks and Recreation Director |
| 4 | Gary Hess | Schuylkill County Commissioner |
| 5 | Hemlock Hannah Kulbitsky | Schuylkill County Conservation District Environmental Education and Outreach Coordinator |
| 6 | Lisa Mahall | Schuylkill County Real Estate Director/County Engineer |
| 7 | Porcupine Pat McKinney | Retired Schuylkill County Conservation District Education and Outreach Coordinator |
| 8 | Craig Morgan | Friends of Schuylkill Parks and Recreation Vice Chair/Sweet Arrow Lake Advisory Board member |
| 9 | Susan Smith | Schuylkill County Planning and GIS Director |
| 10 | Julia Sophy | Friends of Frog Hollow Chair/Schuylkill Conservancy President |

APPENDIX B

KEY PERSON INTERVIEWS

Below is the list of individuals identified by the Master Site Plan Study Committee for key person interviews.

| | Purpose | Affiliation | Name |
|----|--|---|---|
| 1 | County Policy and Decision-Making | Schuylkill County Commissioner | Larry Padora |
| 2 | | | Barron “Boots” Hetherington |
| 3 | | | Gary Hess* |
| 4 | Finance and Capital Planning | Schuylkill County Administration and Finance | Gary Bender (Administrator) |
| 5 | | | Glenn Geisinger (Finance Director) |
| 6 | County Operations and Facility Management | Schuylkill County Public Works | Kevin Mahall (PWD Director) |
| 7 | | | Jim Scheibley (Building Super) |
| 8 | | Schuylkill County Parks and Recreation Department | Bob Heaps* (Director) |
| 9 | | | Rick Newman (Asst Supervisor) |
| 10 | Natural Resource and Environmental Stewardship | Schuylkill County Conservation District | Wayne Lehman (Natural Resource Specialist) |
| 11 | | Schuylkill County Conservancy | Frank Snyder (retired DCNR forester) |
| 12 | | Friends of Frog Hollow | Brad Ellison |
| 13 | | Friends of Frog Hollow | Bob Evanchalk* (retired County Park & Rec Director) |
| 14 | Site-Specific Friends and Advisory Groups | Friends of Sweet Arrow Lake/Sweet Arrow Lake Advisory Board | BJ Folk* |
| 15 | | Friends of Sweet Arrow Lake/Sweet Arrow Lake Advisory Board | Craig Morgan* |
| 16 | | Friends of Frog Hollow/Schuylkill County Conservancy | Julia Sophy* |
| 17 | Environmental Education, Interpretation and Programming | Schuylkill County Conservation District Environmental Educators | Hemlock Hannah Kulbitsky* (current) |
| 18 | | | Porcupine Pat McKinney* (retired) |
| 19 | | Schuylkill County Master Gardeners | Steve Hepler |
| 20 | | Sweet Arrow Lake Conservation Association | Denise Donmoyer |

*Denotes Study Committee Member

| | Purpose | Affiliation | Name |
|----|--|-------------------------------------|-----------------------------------|
| 21 | Municipal and Regional Partners | Municipality Representatives | Will Shiffer (Pine Grove Borough) |
| 22 | | | Andy Lesh (Pine Grove Township) |
| 23 | | | Lynn Brown (Washington Township) |
| 24 | | | Kent Heffner (Wayne Township) |
| 25 | | Blue Mountain Recreation Commission | Joshua Semanco |
| 26 | User and Interest Groups | Boy Scout Troup 651 Scoutmaster | Jason Wood |
| 27 | | Trout Unlimited | John Bondura |
| 28 | | Disc Golf Users | Justin or Mike?? |
| 29 | Tourism | Explore Schuylkill | Gina Gargano |

*Denotes Study Committee Member

APPENDIX C

CONTRACT DOCUMENTS

County Standard Agreement Cover Sheet

County Standard Terms and Conditions

DCNR Nondiscrimination/Sexual Harassment Clause

Service: _____
Cost Center: _____
Contract Funding: _____
Contract No.: _____

AGREEMENT

This AGREEMENT, made and concluded this _____ day of _____, 20_____, BETWEEN
the Schuylkill County Commissioners through the Schuylkill County
_____ (hereinafter referred to as the "County") and
_____ of
_____ (hereinafter referred to as the "Contractor").

WITNESSETH, that the said Contractor, for the consideration herein specified, agrees

_____ A copy of Contractor's agreement or
proposal is attached hereto and incorporated herein as **Exhibit "A"**.

TERM of this Agreement shall be effective from _____ to _____.

IN CONSIDERATION WHEREOF the County agrees to pay said Contractor

Said parties agree to abide by the County's Standard Terms and Conditions, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**. The parties also hereby agree that should there be a conflict in the terms of the County's Standard Terms and Conditions and any Contractor agreement attached hereto and incorporated herein, the County's Standard Terms and Conditions shall govern.

IN WITNESS WHEREOF said parties, intending to be legally bound, have hereunto set their hands and seals the day and year above written.

Contractor

Date

Attest:

Chief Clerk

Witness

Seal

STANDARD TERMS AND CONDITIONS- EXHIBIT B

PROVISIONS FOR AGREEMENT MODIFICATION AND AMENDMENT

This document, and all attachments which have been incorporated by reference, contains all the terms, provisions and conditions of this Agreement. All the provisions thereof are intended by the parties to be whole and entire, and no provision, nor any part thereof, is intended to be severable. However, in the event the CONTRACTOR does not comply with a term, provision or condition of this Agreement, the COUNTY, in its discretion, may deem such non-compliance as severable without affecting the remainder of the Agreement or any part thereof. Amendment and/or modification shall be proposed by either party at least thirty (30) days prior to such proposed change. The changes proposed shall be negotiated and subject to approval obtained from the appropriate County, State and Federal reviewing and granting authorities. Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement and attached to the original of the Agreement. This contract and performance of it are subject to review by the appropriate County, State and Federal authorities. It is agreed that the foregoing shall not be construed to require the COUNTY to give approval of any requested change.

ASSIGNABILITY

This Agreement, being intended to secure the services of CONTRACTOR, shall not be assigned, sublet, transferred or otherwise delegated by CONTRACTOR without the written consent of COUNTY. The COUNTY may assign this Agreement without the consent of CONTRACTOR upon written notice to CONTRACTOR setting forth the assignee's name, address and contact person and the effective date of the assignment. Upon any such assignment of this Agreement by the COUNTY, the COUNTY shall have no further liability under this Agreement other than for payment to CONTRACTOR for services rendered under this Agreement through the effective date of the assignment.

INDEPENDENT CONTRACTOR

The parties hereto agree that the CONTRACTOR, and any agents and employees of the CONTRACTOR, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of the Commonwealth or COUNTY.

INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, the County of Schuylkill, their officers, agents and employees: (a) from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with this Agreement; and (b) from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in any form or manner by the CONTRACTOR or its agents, employees, subcontractors, officers or assigns in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

LIABILITY INSURANCE

The CONTRACTOR shall not begin work under this contract until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

A. Workers' Compensation and Employers Liability Insurance

The minimum acceptable limits shall be the statutory limits as required by the Commonwealth of Pennsylvania for Coverage A, Workers' Compensation and \$500,000 for Coverage B, Employers Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be included as an additional insured on the insurance coverage required under this section.

D. Professional Liability Insurance (if applicable)

Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Contractor shall provide proof of coverage for one (1) year after the completion of the work.

E. Property Insurance (if applicable)

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the SERVICE PROVIDER who shall as a minimum obtain a builders risk "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

F. Certificate of Insurance

The CONTRACTOR shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section and shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The CONTRACTOR shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the CONTRACTOR in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

G. Insurance Company

All insurance coverages herein required of the CONTRACTOR shall be written by an insurance company or companies transacting business as an admitted insurer in the Commonwealth of Pennsylvania or under the Commonwealth of Pennsylvania Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Be aware that some companies may not be rated, for example surplus lines companies which are used by many contractors, so you need to be flexible on these requirements.

Upon request of the County, the CONTRACTOR shall furnish evidence that the insurance company or companies being used by the CONTRACTOR meet the minimum requirements listed in this subsection.

Upon request by the County, the CONTRACTOR shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the CONTRACTOR's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the CONTRACTOR is required to notify the County of any deviations from the minimum requirements presented in this section.d. Fidelity Bond Insurance shall be maintained to insure that employees and unpaid volunteers who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by a fidelity bond.

The COUNTY may, at its discretion, waive or modify any of the foregoing insurance requirements. CONTRACTOR will provide the COUNTY, within 90 days of the execution of this contract, certificates of insurance evidencing the insurance coverage identified above and will submit the new certificates of such insurance coverage one month in advance of their expiration during the term of this Agreement.

THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that requires covered entities and their business associates to protect, secure and maintain the privacy of personal health information. HIPAA requires covered entities and business associates to enter into contracts containing required provisions. CONTRACTOR agrees to enter into an appropriate business associate contract, if necessary, with COUNTY and to protect the personal health information that it receives and maintains as required under HIPAA.

DRUG-FREE WORKPLACE

In accordance with the Drug-Free Work Place Act the Commonwealth of Pennsylvania is prohibited from entering into a contract involving an expenditure of \$25,000 or more of federal funding with a contractor or an individual who does not certify a drug-free workplace, and who does not establish several conditions and requirements that have to be met in order to certify a drug-free workplace.

ON-SITE MONITORING

If the CONTRACTOR is a local government, non-profit organization or a for-profit, the CONTRACTOR is subject to sub-recipient monitoring as required by the COUNTY within its sole discretion. The CONTRACTOR shall fully cooperate with COUNTY's performance of such monitoring and shall provide any information and documentation required by COUNTY.

DEBARMENT AND SUSPENSION

The CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal Government, as per Single Audit Bulletin SAB-96-01, Contractor Responsibility Provisions Debarment and Suspension, of August 19, 1996.

CONTRACT CONSTRUCTION

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania. The jurisdiction of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Schuylkill County.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A photostatic or emailed or electronically transmitted copy of this agreement shall serve as an original.

AVAILABILITY OF FUNDING

This agreement is contingent upon the availability of Federal and State Funding.

TERMINATION CLAUSE

- a. This Agreement may be terminated by the COUNTY at any time without cause upon forty-five (45) days written notice delivered by certified mail or in person. It is further agreed that in the event funding to the COUNTY from State and Federal funds is not obtained or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased materials or services, the COUNTY may exercise one of the following options:
 - (1) Issue a written Notice of Termination of this Agreement to the CONTRACTOR effective upon a specified date, which will be a reasonable period of time under the circumstances; or
 - (2) Continue the Agreement by reducing, through written notice to the CONTRACTOR, the amount of the Agreement (both purchased services and reimbursement) in a manner consistent with the nature, amount and circumstances of the COUNTY'S loss of State and Federal funding, provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred to such termination or reduction.

- b. The rights and remedies of the COUNTY and the CONTRACTOR provided in this provision shall not be exclusive and are in addition to any rights or remedies provided by law or under this Agreement.
- c. Upon receipt of a Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination;
 - (2) Place no further orders, contracts or subgrants for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
 - (3) Terminate all orders, contracts and subgrants to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Assign to the COUNTY in the manner, at the time and to the extent directed by the COUNTY all of the rights and interest of the CONTRACTOR under the orders, contracts or subgrants so terminated and at the discretion of the COUNTY, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants;
 - (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts and subgrants with the approval or ratification of the COUNTY to the extent that the COUNTY may require such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue in any manner or degree of the performance of CONTRACTOR hereunder.

Revised 06/19

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee 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 its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, 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.
 - b. 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.
 - c. 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 this agreement or any subgrant agreement, contract, or subcontract.
 - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - e. 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 the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near

where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.