



SOMERSET COUNTY PLANNING COMMISSION

ANNOUNCEMENT

REQUEST FOR PROPOSALS (RFP)

Somerset County – Countywide ATV Trail Plan BRC-ATV-31.1-8

The Somerset County Commissioners are accepting proposals for a one-time contract to perform certain professional services for determining an implementation plan for ATV & UTV trails and networks in Somerset County. Information is attached outlining requirements for proposal submission, the organization of the proposal, evaluation criteria, and the proposed contract.

Sealed proposals (one hard copy and an electronic copy in PDF) must be received by Chadd Sines (sinesc@somersetcountypa.gov), Director of Planning, Somerset County Planning Commission (SCPC), 300 North Center Avenue, Suite 540, Somerset, PA 15501 no later than January 30th, 2026, at 4:00 pm. All proposals submitted must be labeled **“Countywide ATV Trail Plan.”**

If additional information is needed, contact Chadd Sines, Director of Planning Commission, at (814) 445-1544. **If you are interested in submitting a proposal for this work, you may obtain an RFP by contacting:**

**Chadd Sines –Director of Planning Commission
Somerset County Planning Commission
300 North Center Avenue, Suite 540
Somerset, PA 15501
sinesc@somersetcountypa.gov**

The Somerset County Commissioners reserve the right to accept or reject any or all proposals, to re-advertise for proposals, to waive any informality during the proposal process, and are not obligated to award the project to the consultant with the lowest cost proposal. All qualified proposers will receive consideration without regard to race, color, religious creed, handicap, ancestry, familial status, national origin, age, or sex.

**Brian Fochtman, Chair
Somerset County Board of Commissioners**

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Section 1 - Background

Somerset County is home to a diverse landscape of industries and tourism. Home to a large portion of the Greater Allegheny Passage Bicycle Trail, the September 11th Memorial Bicycle Trail, Hidden Valley Resort, Seven Springs Resort, as well as vast areas of Pennsylvania State Game Lands and State Forests.

Modern ATVs (All-Terrain Vehicles) and UTVs (Utility Task Vehicles) have evolved significantly from their early predecessors and now the popular design is termed SxS (Side by Sides). Today's vehicles are built with more durable materials and improved engineering to withstand harsh off-road conditions and extended use. An increased focus on user experience includes improved ease of use, enhanced safety features, and greater comfort, making both ATVs and UTVs more accessible to a broader range of users. Additionally there is a growing trend towards electric and hybrid models for both ATVs and UTVs, driven by increased environmental awareness and demand for quieter, more sustainable options. Overall, modern ATVs and UTVs represent a blend of advanced technology and versatility, catering to both recreational and utility needs while continuously evolving to meet changing consumer demands and preferences.

Establishing a dedicated ATV route offers numerous benefits, both for riders and the broader communities such as promoting responsible riding since designated routes provide opportunities for education on responsible riding practices, including adherence to speed limits, etiquette, and environmental stewardship. With clear guidelines and designated areas, riders are more likely to follow safety protocols and respect boundaries. These routes also concentrate ATV activity in specific areas, reducing the spread of off-trail riding and minimizing damage to sensitive ecosystems and wildlife habitats. Various economic benefits can be felt as a dedicated ATV route can attract riders from outside the area, boosting local businesses such as hotels, restaurants, and gas stations. Additionally the route provides a focal point for the local ATV community, encouraging social events, club activities, and organized rides.

The utilization of local and state roadways to create an established trail network is common approach utilized by the Pennsylvania Department of Conservation & Natural Resources (DCNR) in the Northcentral Regional ATV Trail (NARTC). In 2024 the Somerset County Planning Commission completed a SxS Connector Project Feasibility study that looked at various aspects. The overwhelming public support and clear growth of ATVs & SxS's ownership poses a risk to the public without a robust connector program established.

Somerset County has received grant funding through a 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 County of Somerset 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-ATV-31.1-8**.

SECTION 2 - TERMS

- The County of Somerset 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 of Somerset.
- The contract is subject to the approval of the Somerset County Board of 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 the County of Somerset review and approval for 60 days from the deadline for submitting proposals.
- If only one proposal is received by the County of Somerset, 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 an explanation. However, the scope of work proposed must accomplish the goals and work stated below.

SECTION 3 - SCOPE OF WORK

The purpose of this RFP to create an implementation plan that evaluates assets and points of interest in Somerset County to connect to one another via an ATV/SxS trail. Also this RFP seeks to generate and explain the process involved with coordinating approvals through multiple agencies and organizing a template for municipalities and organizations to establish an ATV/SxS network in their own jurisdiction.

The completed feasibility study/deliverables must include the following citation on the Plan acknowledgement page: *Funding assistance has been provided by the Bureau of Recreation and Conservation All-Terrain Vehicle Management Restricted Account.*

The following are the major work elements that should be included in the Scope of Work; however, some situations may require the study to include additional tasks:

- 1) Executive Summary** – The purpose of this element is to include a short and succinct summary of the study findings to illustrate the vision, goals, and findings. It can be graphic in nature and used as a marketing/public outreach document for the trail effort.
- 2) Introduction and Context** - The purpose of this element is to describe the community or region and how this trail meets the needs of the public.
 - a)** Provide a vision statement for the trail.
 - b)** State the plan’s purpose and goals.
 - c)** Describe the trail corridor; including size, land use, character, and geographic location. Summarize any significant natural or man-made features, such as critical habitat, water bodies, geologic features, historic bridges, highways, etc.
 - d)** Describe the surrounding community(ies); including demographics, other trails, and recreational resources.
 - e)** Provide general mapping of the plan area.
 - f)** Identify any boundaries or limitations of the study.
 - g)** A general description of how the trail fits into the context of existing state, regional, county or local planning efforts (e.g., Comprehensive Recreation, Parks and Open Space Plan, Community-wide Comprehensive and Land Use Plan, Dirt & Gravel Program, County Greenway Plan, Downtown Revitalization Plan, Long Range Transportation Plan, community surveys, etc.)

- 3) Public Participation** - The purpose of this element is to engage the community throughout the development of the study, with special attention to involve impacted property owners and impacted local municipalities. The firm (consultant) will manage all public input and meetings with the County scheduling and providing meeting space to the firm.
- a)** At a minimum, the process must include the following:
 - i)** Conduct 5-6 meetings with the County's steering committee for this project
 - ii)** Hold at least two general public meetings. One meeting should include local elected officials.
 - iii)** Conduct one mass volunteer survey using ArcSurvey123.
 - iv)** Conduct 15-20 Key Person interviews.
 - v)** Engage local ATV groups, local business leaders, non- motorized recreation groups and local community groups.
 - b)** The study is to include a summary of the public input efforts and results.
- 4) Physical Inventory and Assessment** - Site information must be mapped and analyzed to determine lands/areas suitable for ATV use at appropriate scales to include:
- a)** Physiographic Features (site dimensions, topography, soils, land use, political boundaries)
 - b)** Natural Features (water bodies, rock outcroppings, wetlands, floodplains, vegetation, wildlife, and resources of special concern through PNDI)
 - c)** Cultural Features (known historic structures, archaeological sites)
 - d)** Intersections and Access Points (existing road crossings, vehicular access points)
 - e)** Tax Parcels
 - f)** General Points of Interest (recreational establishments)
 - g)** Potential Road inventory to be explored as a potential route.
- 5) Site/Data Analysis & Feasibility** – Utilize information gathered through the public participation process and steering committee, and combine it with the physical characteristics to identify and evaluate corridors that are potentially suitable for ATV/UTV use. Somerset County owns no parcels suitable for ATV/UTV use.
- a)** Describe the population, demographics, and land use of the potential project areas with parcels and corridors identified for possible ATV use.
 - b)** Develop a socioeconomic profile of potential trail user groups (age, income, physical abilities, minority, disadvantaged populations, etc.).
 - i)** Analyze potential routes: preference to lesser populated roadways
 - ii)** Estimate initial usage levels and projected future usage levels.
 - iii)** Estimate seasonal demand versus year-round demand.
 - iv)** Recommend a fee structure for participants and administration.
 - v)** Determine the positive and negative impacts on the potential development of a trail.
 - vi)** Engage in the process to create a County-Wide trail network with PennDOT and municipalities. This would be considered Phase 1 of the Implementation Plan.
 - vii)** Identify and address potential positive and negative impacts of the trail on adjacent land uses including but not limited to (non-motorized recreation, agricultural lands, industrial properties, school facilities, businesses, residences, etc.)
 - viii)** Analyze a short-list of parcels and corridors and contact property owners to determine interest. Develop a strategy for approaching property owners.

- 6) Prepare a Trail Concept Plan** - The trail study is to include a conceptual trail plan that illustrates the vision for the identified corridors and builds upon the physical inventory, site/data analysis and feasibility. Concept plans are to show and describe:
- a)** Existing features utilizing base map(s) at suitable scales showing
 - i)** Local Roads
 - ii)** State Roads
 - iii)** adjacent properties and land uses,
 - iv)** Points of Interest in the County,
 - v)** Potential connection points with adjacent county & state recreational systems,
 - vi)** Etc.
 - b)** Proposed features: Trail locations, distances of the trails, and any alternative routes. Alternatives should be given priority order.
 - i)** Develop preliminary route and present the drawing(s) at a study committee meeting for review and discussion.
 - ii)** Prepare a written evaluation of each alternative, highlighting both the positive and negative points, and through community discussions and public participation determine which solution, or combination of ideas from the alternatives, offers the best compromise.
 - (1)** Location of trailheads and related facilities (restroom, water, emergency telephone, lighting, parking, maintenance, lodging, etc.)
 - (2)** Areas for trail access control points (trailheads).
 - (3)** Areas needing natural buffers and/or screening or dust management.
 - (4)** Linkages to amenities, other motorized trails, etc.
 - (5)** Areas where structures are needed (bridges, tunnels, etc.)
 - (6)** Significant natural and cultural resources and opportunities for their interpretation.
 - (7)** Areas of potential user conflict.
 - (8)** Opportunities for interpretation of natural and cultural resources.
 - (9)** Constraints and opportunities related to ADA access.
 - iii)** Submit plan to PennDOT for approval on behalf of the County and Municipalities.

- 7) Management/Operation/ Maintenance/Fiscal Feasibility** – The purpose of this work element is to estimate the costs of constructing, operating, and maintaining the trail and associated facilities based on the conceptual designs.
- a) Evaluate potential management structures for short –term & long term cycles,
 - b) Cost estimates should include road maintenance or any other expenses to be incurred by the municipality,
 - c) Cost estimates for enforcement,
 - d) Develop a phased and prioritized multi-year program and identify sources of funding.
- 8) Implementation Matrix** - This portion of the study should summarize the study’s recommendations and implementation strategy into specific action steps. Each step should identify responsible party(ies), time frame for beginning implementation, associated costs, potential funding sources, and any additional notes.
- 9) Submission to PennDOT**
- a) Submit a trail plan to PennDOT
 - b) Coordinate with PennDOT – District 9 to obtain approval for a County-wide trail.
- 10) Other Components** – Firms are encouraged to propose revisions or additions showing new concepts and approaches to trail planning to the SOW based on experience and professional judgement. It may be helpful to include graphics and renderings illustrating the proposed trail for promotional and public outreach efforts. It would also be helpful to discuss how the potential project relates to and implements existing local, county, regional, and statewide planning efforts. For example, Comprehensive Plans; Greenway, Open Space, and Recreation Plans; Long Range Transportation Plans; Statewide Comprehensive Outdoor Recreation Plan, etc.

SECTION 4. PennDOT & Municipal Feasibility

The approval and permitting of local and state roads for this system will be the most vital aspect of this system. Many factors will affect the feasibility of this system such as Daily Traffic Counts, speed limits, road conditions, density of residences, etc.

1. If the trail corridor is owned, operated or controlled by a local municipality:
 - a. Verify the ownership status of the trail corridor or potential trail alignment(s).
 - i. Verify speed limits, cartwidths, overall road surface quality,
 - ii. Develop a line of communication with the local municipality to enroll each appropriate roadway into the system,
 - iii. Assist in the creation of a Model Ordinance for the municipality to adopt each roadway
 - b. If multiple trail alignments are being proposed, it is best to closely examine the preferred alternative with a more cursory review of other alternatives.
 - c. Explore the possibility of using shoulders only for local roadways, this may include identifying adjacent landowners and potentially agreements to utilize private property along roadways.
 - d. If Determine preferred method for establishing the trail, such as fee simple acquisition, long-term easement or lease, cooperative agreement, etc.
2. If the trail corridor is owned, operated or controlled by PennDOT:
 - a. Review PennDOT process for posting roads for ATV's & SxS's.
 - b. Submit and seek approval from PennDOT for permitting of ATV's & SxS's on state roadways.
 - i. The process may need to be completed on behalf of the municipality,
 - ii. Assist in the creation of a Model Ordinance for the municipality to adopt each roadway.

SECTION 5. CONSULTANT QUALIFICATIONS

General Consultant Qualifications

The lead consultant or consultant team for this study must meet the following requirements:

- Have documented leadership and successful completion of planning studies for the feasibility of an all-terrain vehicle trail. One member of the consulting team with documented prior experience with ATV/UTV feasibility studies is to be the project leader and assume overall project coordination responsibilities between the County of Somerset and the consulting team.
- Have documented experience in the development and implementation of public participation techniques such as public meetings with elected officials and stakeholders, study committee meetings, focus group meetings, key person interviews, public surveys, etc.
- Have documented experience in developing planning documents and design for public park and recreation facilities/areas including motorized all-terrain vehicle facilities.
- Have documented experience in the development of policies and procedures for the management, operation, and maintenance ATV/UTV recreations facilities/areas.
- Have experience that demonstrates effective communication of recommendations and implementation strategies as well as the management and operation of facilities and amenities to elected officials, non-profit organizations, and stakeholders.

SECTION 6. REQUIRED SUBMITTALS

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- A statement confirming that the firm meets the Consultant Qualifications (see Section 5 above).
- The firm's contact person and telephone number.

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP; advertising brochures may be included in support of this statement.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees) proposed to conduct the work, and the specific duties of each in relation to the work. NOTE: DCNR requires that the project consulting team have the minimum qualifications outlined in Section 5 Consultant Qualifications.
- A reference list of other municipal clients of the firm with contact information.
- Any other information relating to the capabilities and expertise of the firm in doing comparable work.

C. Methods and Procedures

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

D. Work Schedule

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

E. Cost

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

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

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

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

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

F. Contract

The contract form and DCNR “Nondiscrimination/Sexual Harassment Clause” are provided in the Appendix. DCNR requires that the “Nondiscrimination/Sexual Harassment Clause” be incorporated and/or attached to the contract in its entirety.

SECTION 7. EVALUATION CRITERIA

1. Technical Expertise and Experience

The following factors will be considered:

- a. The firm’s experience in performing similar work for all-terrain vehicles.
- b. The expertise and professional level of the individuals assigned to conduct the work.
- c. The clarity and completeness of the proposal and the firm’s demonstrated understanding of the work to be performed.

2. Procedures and Methods

The following factors will be considered:

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

3. Cost

The following factors will be considered:

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

4. Oral presentation

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

SECTION 8. CONTRACT FOR PROFESSIONAL SERVICES

A proposed contract is included for review. If it is satisfactory, it will be utilized. If the firm prefers an alternative contract, the firm may submit it for consideration during the contracting phase. However, the County of Somerset reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

The following are the appendices to the Contract:

- Appendix A: Nondiscrimination/Sexual Harassment Clause (must be completed by the selected proposer and returned with the contract)
- Appendix B: Statement of Assurances and Insurance Information (must be completed by the selected proposer and returned with the contract)
- Appendix C: W-9 Form (must be completed by the selected proposer and returned with the contract)

PROFESSIONAL SERVICES CONTRACT

Countywide ATV Trail Plan
COUNTY OF SOMERSET, PENNSYLVANIA
BRC-ATV-31.1-8

By and Between
SOMERSET COUNTY COMMISSIONERS (SCPC)
And
[Insert Vendor Name]

INTRODUCTION AND PURPOSE

This agreement is effective **[Insert Date]**, between the Somerset County Commissioners, (hereinafter referred to as SCPC) 300 North Center Avenue, Somerset, PA 15501; (814) 445-1400; Contact is Planning Director Chadd Sines sinesc@somersetcountypa.gov; and **[Insert Vendor Name]** (hereinafter referred to as Contractor), **[Vendor Address]**; **[Vendor Phone Number]**; **[Vendor Contact Name]**; Email: **[Vendor Email address]**. The purpose of this project is to conduct a feasibility study to determine community support and demand as well as potential locations for an Countywide ATV Trail Plan for the County of Somerset, Pennsylvania.

SCPC serves as the grant recipient and fiscal agent for this project.

A draft version of the report for this Contract is to be completed and submitted no later than August 31, 2026.

All tasks in the Scope of Work for this Contract are to be completed no later than October 31, 2026.

Included as part of this professional services contract are these documents: **(a) The RFP issued on February 2 , 2026** by the SCPC for an **Somerset County – Countywide ATV Trail Plan (BRC-ATV-31.18)**; **(b)** the proposal submitted by Contractor in response to the RFP; **(c)** the Nondiscrimination Clause signed by the Contractor as part of their proposal submission; **(d)** the Statement of Assurances and Insurance Information signed by the Contractor; **(e)** the W-9 Request for Taxpayer Identification Number and Certification completed by the Contractor.

Funding for this Professional Services Contract for \$80,600 is being provided to the SCPC by the Pennsylvania Department of Conservation and Natural Resources, Conservation Community Partnership Program agreement number BRC-ATV-31.18.

ARTICLE 1 APPLICATION OF THE AGREEMENT

The purpose of this Professional Services Contract is to set forth the terms, conditions and administrative procedures applicable to all services provided by CONTRACTOR for the project on behalf of SCPC. The description of the services and related matters are included in the Request for Proposals and Contractor proposal.

Provide four (4) hard copies and a digital copy of final written study, and a digital copy of all the pertinent research documents such as deeds, sign in from public meetings, notes from public meetings, notes from meetings with property owners, etc.

ARTICLE 2 PRICE AND TERMS OF PAYMENT

Unless otherwise agreed, all work shall be performed for a cost not to exceed \$80,600. Contractor may submit invoices for the performance measures achieved, according to the following payment chart. If tasks in one billing period (month) required significantly more hours than other billing periods, CONTRACTOR may invoice for a higher percentage than shown in the anticipated payment schedule with SCPC's approval.

ARTICLE 3 PRICE AND TERMS OF PAYMENT

10% Upon Execution of the Contract; and completion of kick-off meeting with SCPC.

10% Monthly with SCPC receipt of monthly report and any copies of deliverables developed.

10% Upon final work product receiving approval of DCNR.

Upon receipt of accurate invoices and the associated work products, SCPC will issue payment within four weeks.

ARTICLE 4 QUALITY OF SERVICE

Contractor shall perform its services with care, skill and diligence, in accordance with the applicable professional standards currently recognized by such profession. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services.

ARTICLE 5 INDEPENDENT CONTRACTOR

During performance of this Contract, Contractor shall be an independent contractor and not an agent of SCPC. Contractor shall supervise the performance of its own services and shall have control of the manner and means by which services are performed, subject to compliance with this contract.

ARTICLE 6 NON-ASSIGNABILITY

Contractor shall not subcontract nor assign this Contract or otherwise dispose of its right, title, or interest therein to any other firm without obtaining the prior written consent by SCPC. Consent by SCPC to any assignment or subcontract of the work shall not be deemed to create a contractual relationship between SCPC and the subcontracting party or assignee.

ARTICLE 7 THIRD PARTY INFORMATION

SCPC agrees that Contractor may reasonably rely on any information over which Contractor has no control essential and relative to the performance of Contractor in carrying out the requirements of this Contract. Contractor will be responsible and liable for the direct or indirect consequences of its reasonable reliance on such third-party information.

ARTICLE 8 PERSONNEL

All personnel in the employ of Contractor who work on this project shall keep a record of time spent. This record of time will be made available upon request to SCPC and/or contract auditors during the period of this contract and until December 31, 2028.

ARTICLE 9 SUBCONTRACTORS

If Contractor determines that services of subcontractors are required, SCPC will have the right of prior approval, which shall not be unreasonably withheld. Contractor will identify and provide detailed contact information for any subcontractor whose services are needed.

ARTICLE 10 OWNERSHIP OF PROPERTY INVOLVED

All work products of this project become the property of SCPC, and the Commonwealth of Pennsylvania.

ARTICLE 11 COMMUNICATIONS

All notices, requests, invoices, work specifications, and other communications under this Contract, shall be in writing and be deemed to have been duly given if mailed first class, delivered by UPS or Federal Express, or transmitted by fax or email as follows:

(a) To SCPC: Chadd Sines
 Somerset County Planning Commission
 300 North Center Avenue, Suite 540
 Somerset, PA 15501
 (814) 445-1544
 E-mail: sinesc@somersetcountypa.gov

(b) To Contractor: **[Name of Primary Contact]**
 [Name of Vendor]
 [Street Address]
 [City, State, Zip Code]
 [Telephone Number]
 E-mail: **[Contact's Email Address]**

Back-up: **[Name of Secondary Contact]**
 [Name of Vendor]
 [Street Address]
 [City, State, Zip Code]
 [Telephone Number]
 E-mail: [Contact's Email Address]

ARTICLE 12 TERMINATION

Either party upon ten (10) days written notice may terminate this contract.

Should termination occur prior to the completion of the scope of work, Contractor will be paid for the performance measures achieved through the date of termination, in accordance with the payment schedule at Article 2 of this contract.

ARTICLE 13 APPLICABLE LAWS

Contractor agrees to comply with any federal, state, or local laws and ordinances that pertain to the execution and performance of this Contract. It is agreed between the parties hereto that the place of this Contract, its statute and forum, shall be Somerset County, Pennsylvania and in said county and state shall all matters, whether sounding in contract or tort to the validity, construction, interpretation, and enforcement of this Contract be determined.

ARTICLE 14 NONDISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, religion, ancestry, income, sex, age, handicap, color, or national origin appended as Exhibit A in the RFP issued for this project and in turn signed by Contractor and attached as part of their proposal submission; a copy of the signed document is attached to this agreement.

ARTICLE 15 HOLD HARMLESS

For the period of time in which this contract is in force, **[Insert Date of Board and DCNR approval of vendor]** until December 31, 2028, Contractor shall hold the SCPC, and the Commonwealth of Pennsylvania harmless from, defend, and indemnify each of these agencies/entities against, any and all claims, demands, and actions which have been determined by a court of competent jurisdiction to have been solely the result of any activities performed by Contractor and its employees and agents, under this Contract in a matter which is contrary to the direction of SCPC, and shall defend any and all actions brought against, SCPC or the Commonwealth of Pennsylvania arising from Contractor's negligence.

It is understood that Contractor will have its standard liability insurance policies name as additional insureds SCPC, and the Commonwealth of Pennsylvania as relates to claims of bodily injury and or property damage arising out of any services performed by Contractor or its employees or agents under this Contract including business and non-business invitees and their property and all other property (including vehicles, buildings, vegetation, and/or fixtures) sustaining damage as a direct or indirect result of the execution of this project when validly present on the premises listed above or in the immediate vicinity thereof, whether or not actually engaged in the project at the time the claim inures. Upon request, Contractor shall furnish to SCPC proof of insurance as additional parties as required by this Article.

ARTICLE 16 ACKNOWLEDGEMENT OF ASSISTANCE

CONTRACTOR in every publication, rendering, and publicity release concerning this project will acknowledge financial assistance as follows: "This project is financed in part by the Community Conservation Partnership Program, administered by the Bureau of Recreation and Conservation, Pennsylvania Department of Conservation and Natural Resources; and private sources."

ARTICLE 17 AMENDMENTS TO AGREEMENT

Any changes in the Scope of Work of CONTRACTOR to be performed under this Contract or any changes in the amounts or methods of compensation must be incorporated in written amendments to this Contract.

ARTICLE 18 COMPLIANCE WITH FEDERAL CONTRACTOR RESPONSIBILITY

Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government. If CONTRACTOR enters into subcontracts or employs under this Contract any subcontractors/individuals who are currently suspended or debarred by the

Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extensions or renewals thereof, the Commonwealth or SCPC shall have the right to require CONTRACTOR to terminate such subcontracts or employment.

ARTICLE 19 ENTIRETY OF AGREEMENT

This Agreement embodies the entire contract between the parties hereto and may be waived, amended, or supplemented only in writing, executed jointly by all parties.

ARTICLE 20 FORCE MAJEURE

Neither party shall be in default in the performance of its obligations under this Agreement, to the extent that the performance of any such obligation is prevented or delayed by any cause, which is beyond the reasonable control of the affected party.

ARTICLE 21 RECORDS

SCPC and CONTRACTOR at their respective principal offices or places of business, shall maintain, using accepted procedures, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to costs, and expenses of this Contract, reflecting all matters and activities covered by this Contract. At any time during normal business hours and as often as the Commonwealth deems necessary, CONTRACTOR shall make available for inspection by duly authorized representatives of the SCPC, the Commonwealth of Pennsylvania, the Auditor General or Attorney General of the Commonwealth, or its duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the entities listed above to audit, examine and make copies of such records.

All required records shall be maintained by CONTRACTOR for a period of three (3) years from the date of final payment or audit, if required, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period, in which event the records shall be maintained until all pending matters are resolved.

ARTICLE 22 COPYRIGHTS AND RIGHTS IN DATA

CONTRACTOR relinquishes all copyright ownership and any other rights applicable to data developed under this Professional Services Contract to SCPC and to the owner of the property. CONTRACTOR shall not include copyrighted material, photographs, or matter in data

it submits to SCPC under this contract, unless it has obtained written permission of the copyright owner to use it for the contract and project purposes.

SCPC agrees that when reproducing materials received from CONTRACTOR, the ARTICLE 21 COPYRIGHTS AND RIGHTS IN DATA copies shall be inclusive of the logo or architectural seal of CONTRACTOR or otherwise acknowledge authorship of the documents, drawings, and findings of the project.

**SIGNATURES BY AUTHORIZED AGENTS FOR
SOMERSET COUNTY COMMISSIONERS**

Brian Fochtman Chair	Date
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Irv Kimmel	Date
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Pamela Tokar-Ickes	Date
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FOR [Insert Vendor Name]

[Insert Name and Title]	Date
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[Insert Name and Title]	Date
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APPENDIX A: 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, sex, familial status, creed, color, sexual orientation, sex 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, sex, familial status, creed, color, sexual orientation, sex 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, sex, familial status, creed, color, sexual orientation, sex 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, sex, familial status, creed, color, sexual orientation, sex 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.

Signature

Print Name

Date

Appendix B

THIS DOCUMENT IS REQUIRED TO BE SIGNED/DATED AND RETURNED WITH THE CONTRACT

STATEMENT OF ASSURANCES AND INSURANCE INFORMATION

Enclosure with proposal submitted to the Somerset County Commissioners.

1. IDENTIFICATION

Proposal Submitted by: _____
(Organization name)

In response to Request For Proposals issued by Somerset County Commissioners (SCPC) entitled:
Countywide ATV Trail Plan

Date Statement Signed: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

YES NO
If no, elaborate
At 9—Comments.

I certify that the proposing firm and its principals as of today's date are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, or by the Commonwealth of Pennsylvania. I also certify that we have not within a three-year period preceding this proposal date been convicted of or had a civil judgment rendered against any of us in connection with obtaining, attempting to obtain, or performing a public transactions or contract under a public transactions; violation of Federal or Commonwealth antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. I also certify that we are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with mission of any of the offenses listed above. I also certify that within the three-year period preceding this proposal, we have not had one or more public transactions (Federal, Commonwealth, or local) terminated for cause or default. I also certify that the proposing firm is not delinquent in any Commonwealth obligation, including taxes. I further affirm that if, at any time during the term of any contract resulting from this proposal, the firm becomes delinquent, or is debarred, or is suspended, the firm will within 15 days of that date of delinquency, suspension or debarment provide written notice to the Somerset County Commissioners.

3. CERTIFICATION REGARDING DRUG-FREE WORKPLACE

<div><div>YES</div><div>NO</div></div> <div>If no, elaborate At 9—Comments.</div>	I certify that the proposing firm will or will continue to provide a drug- free workplace by establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug-free workplace, any available drug counseling/rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
<div><div>YES</div><div>NO</div></div> <div>If no, elaborate At 9—Comments.</div>	The proposing firm and any subcontractors shall establish and maintain a written drug-free workplace policy and shall inform their employees of the policy. Upon request by SCPC, a copy shall be furnished for project files.
<div><div>YES</div><div>NO</div></div> <div>If no, elaborate At 9—Comments.</div>	I also certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the funds provided by SCPC. If I am convicted of a criminal drug offense, I will report that within 10 calendar days to the SCPC-assigned project manager.

4. CERTIFICATION REGARDING LOBBYING

<div><div>YES</div><div>NO</div></div> <div>If no, elaborate At 9—Comments.</div>	I certify that no part of the money paid by SCPC to my firm (if selected as a vendor to perform the work as described in the accompanying proposal) shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written any other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.
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5. CERTIFICATION REGARDING MINORITY-OWNED BUSINESS ENTERPRISE/WOMAN-OWNED BUSINESS ENTERPRISE

<div><div>YES</div><div>NO</div></div>	I certify that the firm submitting this proposal is an official Minority- owned Business Enterprise.
<div><div>YES</div><div>NO</div></div>	I certify that the firm submitting this proposal is an official Woman- owned Business Enterprise.
<div><div>YES</div><div>NO</div></div> <div>If no, elaborate At 9—Comments.</div>	I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal and we determine that part of the scope of work needs to be subcontracted, we will give special favorable consideration to selecting Minority-owned Business Enterprises and/or Woman-owned Business Enterprises as subcontractors.

6. CERTIFICATION REGARDING NON-DISCRIMINATION/SEXUAL HARASSMENT

 YES NO
 If no, elaborate
 At 9—Comments.

I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal, we agree to the following non-discrimination clauses: (a) In the hiring of any employees directly or via subcontractors, no one acting on our behalf shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates; and (b) The firm and/or any subcontractor or any person on our/their behalf shall not in any manner discriminate against or intimidate any employee involved in this work on account of gender, race, creed, or color.

 YES NO
 If no, elaborate
 At 9—Comments.

The proposing firm and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. Upon request by SCPC, a copy shall be furnished for project files. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

7. INSURANCE INFORMATION

My firm has the following insurance policies currently in place:

Policy Type	Policy Number	Insurance Company	Policy Ending Date
General Liability			
Property Insurance			
Workmen's Compensation			
Employer's Liability			
Automobile Liability			

 YES NO

Our current general liability policy already lists all of the following as additional insured parties:
 Commonwealth of Pennsylvania;
 PA Department of Conservation and Natural Resources;
 Somerset County Commissioners.

 YES NO
 If no, elaborate
 At 9—Comments.

I certify that, upon selection of my firm as a vendor to perform the work described in the accompanying proposal, we will promptly revise our general liability policy to also include as additional insured parties any of the following parties which are not already listed on our current policy: Commonwealth of Pennsylvania; Pennsylvania Department of Conservation and Natural Resources; Somerset County Commissioners; National Park Service; and the United States of America. I understand that SCPC will notify the selected vendor as to the specific funding streams involved, which may include more entities than those in this list, some of which may also require such coverage as additional insured parties as conditions of their grant support. I further agree to provide SCPC with written verification of the new coverage of each required additional insured party

8. COMMENTS AND CLARIFICATIONS

See additional attachment(s):

9. SIGNATURE

By my signature below, I certify that I am an authorized agent on behalf of the entity submitted a proposal to SCPC, and that I certify the accuracy of the statements and insurance information indicated above.

(Signature of Authorized Agent)

(Title of Authorized Agent)

(Typed or Printed Name of Authorized Agent)

(Date Signed)

(Entity Submitting Proposal)

(Mailing Address)

(Authorized Agent's Telephone Number)

(Agent's E-mail Address)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

Print or type.
See Specific Instructions on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

- -

or

Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they