

**REQUEST FOR PROPOSAL
FOR**

Up-Date to the Pike 2 Bike Master Plan

ISSUING OFFICE

BEDFORD COUNTY COMMISSIONERS

for

Pike 2 Bike Steering Committee

Bedford County, Pennsylvania

RFP NUMBER

10/2016 – P2B

DATE OF ISSUANCE

October 25, 2016

**REQUEST FOR PROPOSAL FOR
10/2016 – P2B**

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CALENDAR OF EVENTS

The County will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to: <u>dbrown@bedfordcountypa.org</u> Please use the subject: RFP 10/2016 – RFP Questions	Contractor	November 16, 2016 4:00 pm
Answers to questions will be provided at: www.bedfordcountypa.org/RFP102016_P2B.html	County	by December 7, 2016
Please monitor: www.bedfordcountypa.org/RFP102016_P2B.html website for all communications regarding the RFP.	Contractor	Ongoing
Proposal must be sent to: Debra Brown, Chief Clerk Bedford County Commissioners 200 S. Juliana St. Bedford, PA 15522	Contractor	December 28, 2016 4:00 pm

PART I
GENERAL INFORMATION

I-1. Purpose

This Request for Proposal ("RFP") provides sufficient information to qualified Contractors to enable them to prepare and submit proposals for the Bedford County Commissioners ("Commissioners") on behalf of the County of Bedford ("County") to satisfy a need for updating the Pike 2 Bike Master Plan.

I-2. Issuing Office

The **Bedford County Commissioners** ("Issuing Office") has issued this RFP on behalf of the County. The sole point of contact in the County for this RFP shall be **Debra Brown, Chief Clerk, Bedford County Commissioners, the Issuing Officer for this RFP**. Please refer all inquiries to the Issuing Officer.

I-3. Scope

This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Introduction Statement

The Bedford County Board of Commissioners is seeking proposals to update the previously-completed Master Plan (2006) for developing the Pike 2 Bike recreational trail/corridor located in Bedford and Fulton Counties. As an additional item, proposals should also provide any statistical data that includes updates and/or discussions on the economic projections that were previously calculated in the 2014 *Economic Analysis of the Proposed Pike 2 Bike Trail*. The purpose for this update is not to update the entire 2014 *Economic Analysis of the Proposed Pike 2 Bike Trail* document, but to help key stakeholders understand the feasibility in regards to the economic viability of opening this trail to the general public. The cost for economic impact updates should be shown as a separate line item within the total project cost.

The Pike 2 Bike trail/corridor consists of 8.5 miles of trail, 205 wooded acres, and two abandoned Pennsylvania Turnpike tunnels that account for over 2 miles of the trail. The trail originates at the intersections of PA Turnpike Exit 161 and Interstate 70, in Breezewood, Pennsylvania (along Route 30 east of the Gateway Travel Center in Breezewood) and trends north-easterly through Bedford and Fulton Counties.

The Bedford County Commissioners recognize the unique nature and challenges of developing the Pike 2 Bike corridor. The update to the Master Plan should include not only an in-depth analysis of the cost of rehabilitating existing facilities and/or constructing new facilities (as described below), but a detailed discussion of both ownership and management models that will assure the long-term fiscal viability of the trail. This portion should evaluate safety, liability, long-term operations and maintenance costs, staffing needs, potential income sources, etc. An annual operations budget should also be discussed, including a reserve account for inspecting and maintaining all facilities and the two tunnels on the trail, should also be included. Overall the Bedford County Commissioners seek a Master Plan to the Pike 2 Pike project that will ultimately

serve as a road map to begin opening this project to the general public and that will leverage the fullest potential of Pike 2 Bike trail, which many believe has the capability to be an economic asset to the Bedford County community.

I-5. Historical Information

In 2001, Southern Alleghenies Conservancy (SAC) acquired the 8.5 miles of abandoned four-lane highway (which bottlenecks into two, dual lane tunnels) that was originally part of the Pennsylvania Turnpike. The two tunnels make up more than 2 miles of the corridor that was constructed from 1939-40 and abandoned in 1968. SAC acquired this abandoned stretch with the intent of adapting it for a public non-motorized trail. The intent of the trail is to (1) provide a safe area for recreation, (2) provide a trail developed for the understanding of the historical context of the site, (3) provide economic development stimuli to the surrounding area and (4) create a potential for rural business enterprises.

In May 2006, a *Trail Network Master Plan and Adaptive Re-Use Study* for the Pike 2 Bike project was completed ("Master Plan")¹. That study encompassed five objectives: renovate the trail for recreational uses, stimulate economic development, protect the wildlife habitat, utilize the unique historical resources, and to enhance recreational opportunities. The purpose of this proposal is to select an engineering/architectural firm to update the ten year old plan/study. In 2014, an *Economic Impact Analysis of the Proposed Pike 2 Bike Trail* was performed. This also is a major guiding document for this project.

The Pike 2 Bike corridor has been evaluated on numerous other occasions and the update to the Master Plan must be consistent with the following plans and studies:

- Bedford County Comprehensive Plan (2006)
- Fulton County Forward – Joint Comprehensive Plan (2007)
- Bedford County Parks Recreation and Open Space Plan (2007)
- Southern Alleghenies Greenways and Open Space Network Plan (2007)
- Bedford County Peer-to-Peer Study for Parks, Recreation and Open Space Management (2012)
- Southern Alleghenies Planning & Development Commission Bicycle and Pedestrian Plan (2016)

I-6. Preproposal Conference

There will be no preproposal conference.

I-7. Questions and Answers

If a Contractor has any questions regarding this RFP, the Contractor must submit the questions by email (with the subject line "RFP 10/2016 – RFP Questions ") to the Issuing Officer. If the Contractor has questions, they must be submitted via email no later than the date and time specified in the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the County website.

¹ Gannett Fleming. May 2006. *Trail Network Master Plan and Adaptive Re-Use Study*. Southern Alleghenies Conservancy (SAC). 69 pp.

A Contractor who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the contractor assumes the risk that its proposal will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Contractor to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Contractor to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer will be provided to all Contractors through an addendum.

All questions and responses as posted on the County website are considered as an addendum to, and part of, this RFP. Each Contractor shall be responsible to monitor the County website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office.

I-8. Addenda to RFP

If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the County website. Answers to the questions asked during the Questions & Answers period also will be posted to the County website as an addendum to the RFP.

I-9. Electronic Version of RFP

This RFP is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Contractor's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-10. Response Date

To be considered, proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. Contractors who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Issuing Office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next County business day on which the office is open, unless the Contractors are otherwise notified by the County. The time for submission of proposals shall remain the same. Late proposals shall not be considered.

I-11. Incurring Costs

The Issuing Office is not liable for any costs the Contractor incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of receipt of the purchase order.

I-12. Economy Of Preparation

Contractors should prepare proposals simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP.

I-13. Proposals

To be considered, Contractors must submit a complete proposal to this RFP, using the format provided in PART II, providing **10 paper copies of the Scope of Work Submittal and one (1) paper copy of the Cost Submittal**. In addition to the paper copies of the proposal, Contractors shall submit **one (1) complete and exact copies of the entire proposal** (Scope of Work, and cost, along with all requested documents) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be an exact image of the paper copy and any spreadsheets must be in Microsoft Excel. The Contractors may not lock or protect any cells or tabs. **Contractors should ensure that there is no costing information in the scope of work submittal**. Contractors should not reiterate scope of work information in the cost submittal. The CD or Flash drive should clearly identify the Contractor. The Contractor shall make no other distribution of its proposal to any other Contractor or County official or County consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix A** to this RFP) and the Proposal Cover Sheet is attached to the Contractor's proposal, the requirement will be met. For this RFP, the proposal must remain valid for one hundred and twenty (120) days or until an authorization to proceed is issued. If the Issuing Office selects the Contractor's proposal as the best value, the contents of the selected Contractor's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Contractor submitting a proposal specifically waives any right to withdraw or modify it, except that the Contractor may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. A Contractor or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Contractor may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new proposal or modification which complies with the RFP requirements.

I-14. Alternate Proposals

The Issuing Office has identified the basic approach to meeting its requirements, allowing Contractors to be creative and propose their best solution to meeting these requirements. The Issuing Office will accept alternate proposals.

I-15. Proposal Contents

- a. Confidential Information. The County is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Contractors should not label proposal submissions as confidential or proprietary or trade secret protected.

- b. County Use. All material submitted with the proposal shall be considered the property of the County and may be returned only at the Issuing Office's option. The County has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Contractor copyright designations contained on proposals, the County shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any County, Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- c. Public Disclosure. After the issuance of a authorization to proceed pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-8 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-16. Contractor's Representations and Authorizations

By submitting its proposal, each Contractor understands, represents, and acknowledges that:

- a. All of the Contractor's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in making a best value selection. The County shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Contractor has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Contractor or potential Contractor.
- c. The Contractor has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is a Contractor or potential Contractor for this RFP, and the Contractor shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Contractor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Contractor makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. In this regard, the Proposer must complete and execute the

Noncollusion Affidavit, attached hereto as Appendix C, and submit it with the Proposer's proposal. **Failure to file a Noncollusion Affidavit with the Proposer's proposal may result in the proposal being disqualified.**

- f. To the best knowledge of the person signing the proposal for the Contractor, the Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **five (5)** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Contractor has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Contractor and except as the Contractor has otherwise disclosed in its proposal, the Contractor has no outstanding, delinquent obligations to the County including, but not limited to, any tax liability not being contested on appeal or other obligation of the Contractor that is owed to the County.
- h. The Contractor is not currently under suspension or debarment by the County, any other state or the federal government, and if the Contractor cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Contractor has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Contractor, by submitting its proposal, authorizes County agencies to release to the County information concerning the Contractor's county tax liabilities if applicable.
- k. Until the selected Contractor receives an authorization to proceed from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Contractor shall not begin to perform work, for the Project.

I-17. Restriction of Contact

From the issue date of this RFP until the Issuing Office selects a proposal as the best value, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor's proposal. If the Issuing Office later discovers that the Contractor has engaged in any violations of this condition, the Issuing Office may reject the offending Contractor's proposal or rescind its purchase order. Contractors must agree not to distribute any part of their proposals beyond the Issuing Office. A Contractor who shares information contained in its proposal with other County personnel and/or competing Contractor personnel may be disqualified.

I-18. Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether it produces them itself or by subcontractor. The Issuing Office and Project Manager will consider the selected Contractor to be the sole point of contact with regard to contractual and purchase order matters.

I-19. Resources

Contractors shall provide all services, supplies, facilities, and other support necessary to complete the identified work.

I-20. Rejection of Proposals

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received in response to this RFP, or to negotiate separately with competing Contractors.

I-21. Discussions for Clarification

Contractors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Contractor responsiveness to the RFP requirements. The Issuing Office will initiate requests for clarification.

I-22. Best and Final Offer (BAFO)

- a. While not required, the Issuing Office reserves the right to conduct discussions with Contractors for the purpose of obtaining “Best and Final Offers.” To obtain Best and Final Offers from Contractors, the Issuing Office may do one or more of the following, in combination and in any order:
 1. Schedule oral presentations;
 2. Request revised proposals;
 3. Conduct a reverse online auction; and
 4. Enter into pre-selection negotiations.
- b. The following Contractors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
 1. Those Contractors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 2. Those Contractors, which the Issuing Office has determined from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the Project.

The Issuing Office may further limit participation in the Best and Final Offers process to those remaining responsible Contractors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

Evaluation Criteria found in **Part III, Section III-3**, shall also be used to evaluate the Best and Final Offers. The Issuing Office will notify the responsible Contractor whose proposal is determined to offer the best value to the County as determined by the Issuing Office after taking into consideration all of the evaluation factors. Best Value is described in The Commonwealth of Pennsylvania County Code Article XVIII Section 1809 (h) and (i).

I-23. Notification of Selection

The Issuing Office will notify the selected Contractor in writing of its selection as the best value Contractor after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-24. Notice to Proceed

The successful Contractor will be issued a notice to proceed. No work may begin or be reimbursed prior to the date of issuance of the notice to proceed.

I-25. Debriefing Conferences

Contractors whose proposals are not selected will be notified of the name of the selected Contractor and given the opportunity to be debriefed if such request is made within seven days after the Contractor is notified of the award of the contract. A request for debriefing will not alter the deadline for filing a Protest. The Issuing Office will schedule the time and location of the debriefing. A Contractor's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-26. News Releases

Contractors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office. Further, the parties recognize that it will be necessary for the Contractor to review certain confidential and proprietary information if awarded the contract. Accordingly, the Contractor and the County will execute a Nondisclosure Agreement upon being awarded the contract attached hereto as Appendix E, which is hereby incorporated into this Contract by reference.

PART II **PROPOSAL REQUIREMENTS**

II-1. General Requirements

Contractors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Contractors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal should be kept separate from and not included in the Scope of Work Submittal. Each Proposal shall consist of the following **two** separate submittals:

- a. Scope of Work Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-7**;
- b. Cost Submittal, in response to RFP **Part II, Section II-8**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Contractor to perform the Project, and the Contractor shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Issuing Office that such Contractor is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-2. Statement of the Work

State in succinct terms your understanding of the work presented or the service required by this RFP.

II-3. Management Summary

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-4. Work Plan

Describe in narrative form your plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. If more than one approach is apparent, comment on why you chose this approach. A high level project plan showing major milestones should be provided outlining the project. This project plan should denote both Contractor and County resources needed to successfully implement the new solution.

II-5. Prior Experience

Give a minimum of three (3) project references with letters of recommendation describing the type of work accomplished and the outcomes similar to the Scope of Work proposed in this RFP. Studies or projects referred to must be identified and the name of the customer shown,

including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

One reference must be from a customer in Pennsylvania in which your firm successfully provided a services relating to a Master Plan for a trail specific project. This is a mandatory requirement.

II-6. Personnel

The selected firm must be a registered landscape architect or registered engineer with an architectural or engineering registered seal (the final report requires a registered seal). The firm must also provide some expertise in economics, law, environmental science, etc., as necessary to perform the scope of work.

The selected consultant will be required to assume responsibility for all services offered in this proposal whether or not he/she produces them or utilizes a sub-consultant.

Proposals should include the number of executive and professional personnel, analysts, auditors, researchers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For personnel engaged on-site, or performing negotiation work, include the employee's name and, through a resume or similar document, the employee's education and experience in those skills listed in **Section II-5** above. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law. This includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the County requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

The consultant will be required to comply with the applicable laws of the federal government, the Pennsylvania Commonwealth and of the other local jurisdictions involved. Bedford County is an Equal Employment Opportunity Employer and ensures that applicants are not discriminated against on the basis of race, color, sex, age, religion, political affiliation, national origin, disability, veteran status, or any other protected classification under the Americans with Disabilities Act.

During the course of the project, the Contractor must receive County approval before any personnel are replaced. The County reserves the right to review proposed personnel replacements and the Contractor must supply the County with resumes and work histories.

II-7. Financial Capability

Describe your company's financial stability and economic capability to perform the Project requirements. Provide your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet

comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The County reserves the right to request additional information it deems necessary to evaluate a Contractor's financial capability.

II-8. Cost Submittal

The information requested in this Section II-8 and **Appendix B** shall constitute the Cost Submittal. *The Cost Submittal shall be placed in a separate envelope within the proposal and kept separate from the scope of work submittal.* The total cost you are proposing must be broken down into the components listed on **Appendix B**.

Contractors should **not** include any assumptions in their cost submittals. If the Contractor includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Contractors should direct in writing to the Issuing Office pursuant to **Part I, Section I-6** of this RFP, any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

PART III
CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for selection a proposal must be:

- A. Timely received from a Contractor;
- B. Properly signed by the Contractor.

III-2. Technical Nonconforming Proposals

The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the County will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Contractor's proposal, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Contractor's proposal.

III-3. Evaluation

The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The Issuing Office will notify in writing the responsible Contractor whose proposal is determined to offer the best value to the County as determined by the Issuing Office after taking into consideration all of the evaluation factors. Best Value is described in The Commonwealth of Pennsylvania County Code Article XVIII Section 1809 (h) and (i).

III-4. Evaluation Criteria

The following criteria will be used in evaluating each proposal:

- A. **Scope of Work:** Evaluation will be based upon the following:
 - a. Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the plan for accomplishing the work required per the project scope.
 - b. Specific experience, technical capabilities, professional competence, and qualifications of the company and project personnel, especially those assigned to the project to provide the services in accordance with the Statement of Work. Contractors will also provide a project plan including the projected schedule for all scoped work.
 - c. Current customer base, past performance, related work experience, and references; all related to the project, specification, implementation, transition into production environment, and knowledge transfer.

- B. **Cost:** The Issuing Office will evaluate the overall cost of the project, license fees, and other related costs association with the project. The Issuing Office will consider both costs and technical aspects to determine the Contractor who submits the proposal with best value to the County as set forth in **Section III-3 above**.

III-5. Contractor Responsibility

To be responsible, a Contractor must submit a responsive proposal and possess the capability to fully perform the project requirements in all respects and the integrity and reliability to assure good faith performance of the project.

III-6. Final Ranking and Award

- A. After any best and final offer process is conducted and the Issuing Office evaluates all proposals to determine the proposal offering the best value to the County, the Issuing Office will Notify the selected Contractor set forth in **Part I, Section I-23**.
- B. The Issuing Office has the discretion to reject all proposals or cancel the request for Proposals, at any time prior to the time a purchase order is issued, when it is in the best interests of the County. The reasons for the rejection or cancellation shall be made part of the contract file.

III-7. Proposal Selection Criteria

- A. A summary indication that the consultant understands the scope of work and a description of how the consultant team would accomplish the requirements as outlined, including innovative approaches. (20 points)
- B. A timetable for completing the project (20 points)
- C. A strategy for detailing how often the consultant plans to meet with the Steering Committee and the county commissioners and what benchmarks will be reported at each meeting (10 points)
- D. Background information of the consultant team, including resumes for all personnel who will be involved in this project; a description of similar projects and their outcomes and a chart indicating the percentage of time each identified team member is expected to devote to this project (including hourly rates). Any sub-consultant participating in the updating of the Master Plan must also meet the same requirements as the consultant. (15 points)
- E. A client reference list (at least three clients who received services similar to those involved in this project over the last five years) including names, addresses, telephone, e-mail addresses, and FAX numbers. (15 points)
- F. A cost estimate, including a cost breakdown by work tasks. The cost estimate should include breakdown of consultant fees, travel, printing, and other anticipated costs. (20 points)

The Selection Committee may also request personal interviews with proposers to ensure understanding of what is being offered. These will be scheduled at mutual convenience between the deadline for submission and 45 days after that date. Such interviews will be judged on the basis of the same evaluation criteria as are given above but going into more detail on any doubtful issues.

Proposals that include updating the Economic Analysis should provide a separate cost estimate and, if appropriate, separate staff qualifications. When included, that aspect of the proposal will be evaluated separately using the same set of criteria.

If only one proposal is received, the commissioners may initiate negotiations with the firm that submitted the proposal or the commissioners may seek additional proposals on an informal or formal basis during the sixty (60) day period that the proposals must remain effective.

PART IV **Scope of Work**

IV-1. Objectives

The work being proposed is to provide selected updates and revisions to the Master Plan. The selected firm is encouraged to recommend different approaches deemed necessary or prudent and to be innovative in their approach to the Pike 2 Bike project. However, the scope of work proposed, at a minimum, must accomplish the goals and work outlined in this RFP.

The Master Plan Update report must include but is not limited to the areas discussed below. Note that page citations refer to the 2006 Master Plan to provide a context for understanding the requirements. Copies of the 2006 Master Plan and 2014 Economic Impact Analysis are available at <http://bedfordcountypa.org/Planning.html>.

IV-2. Contents of Master Plan

Pavement

The contractor should propose how to establish a new trail surface to meet the needs of the expected users while ensuring compliance with current Americans with Disabilities Act regulations. Anticipated users include walkers, hikers, bicyclist's, and roller blader's. The possibility of horse traffic should also be considered (P. 20, ¶ 1).

Field Inventory and Assessment

Descriptive discussion regarding current conditions to reflect changes since 2006. This will serve as the baseline for existing conditions (p. 20 ¶ 1 & 2).

Trail Surface and Placement

Procedures for resurfacing, the placement of a new trail surface to include recommended lane widths and estimated costs (p. 20& 21 ¶2, 3 & 4).

Amenities

Discussion of the importance and costs of amenities, such as water and sewer, should be included (pp. 22 & 23). In addition, a sliding scale of amenity options should be detailed with associated cost estimates for each.

Security

Discussion of security issues related to the aspects of this project to include a plan to address unwanted activity such as loitering, partying, graffiti and other vandalism/destruction of the property (p. 24 ¶ 1).

Gates and Barriers

Discussion of the importance and methods of limiting access to the trail while accommodating emergency vehicles and maintenance equipment (p. 24).

Trailheads

Discussion of the importance and functions of trailheads to include recommendations for adequate parking (p. 22 ¶ 1.).

Breezewood Trailhead

Redesign and costs for construction of a western trailhead should be included (p. 25).

Eastern Trailhead

Trailhead design and estimated costs similar to the western trailhead should be included except to be careful to retain the rural character of that end of the trail and having one entrance limited to the location of the current northern right-of-way (p. 26). That would give one entrance to the existing cove valley parking lot utilizing the former service road as access to the public road.

Stormwater Management

Discussion regarding the current turnpike drainage, solutions to issues and costs of construction should be included (p. 30).

Tunnels

Discussion of the current condition of turnpike tunnels, solutions to problems and estimated costs of construction should be included (p. 32).

Bridges

Discussion regarding the current condition of bridges associated with the project should be included in the Update (p. 35).

Lighting

Discussion regarding the proposed tunnel lighting that will provide users with a safe facility in which to recreate (p. 36).

Maintenance

The contractor will be expected to estimate further maintenance costs as well as initial construction costs for all aspects of the project which this RFP is specifying effort. This includes an evaluation of the existing ownership and management models in the Master Plan along with an analysis of the various amenity options that will assure the long-term financial and managerial viability of the trail.

Possible Add-On Effort

Discussion that updates the data in the 2014 Economic Impact Analysis should be included.

REQUEST FOR PROPOSALS - APPENDIX A

PROPOSAL COVER SHEET

**COUNTY OF BEDFORD,
PENNSYLVANIA**

BEDFORD COUNTY COMMISSIONERS

RFP 10/2016 - P2B

Enclosed in three separate submittals is the proposal of the Contractor identified below for the above-referenced RFP:

Contractor Information:	
Contractor Name	
Contractor Mailing Address	
Contractor Website	
Contractor Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Contractor Federal ID Number	
Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Scope of Work Submittal
<input type="checkbox"/>	Cost Submittal
Signature of an official authorized to bind the Contractor to the provisions contained in the Contractor's proposal:	
Printed Name:	
Title:	

REQUEST FOR PROPOSALS - APPENDIX B

COST SUBMITTAL REQUIREMENTS

COUNTY OF BEDFORD, PENNSYLVANIA

BEDFORD COUNTY COMMISSIONERS

RFP 10/2016 - P2B

ALL COSTS MUST BE INCLUDED IN A SEPARATE COST SUBMITTAL NO COSTS SHOULD BE INCLUDED IN THE SCOPE OF WORK PROPOSAL

- I. A description of services offered by the firm and the billing rates for these services in accordance with the requested services as described in the RFP.
 - A. One cost estimate, including a cost breakdown by work tasks. The cost estimate should include breakdown of consultant fees, travel, printing, and other anticipated costs.
 - B. A description of the travel schedule and associated travel, lodging, meal, or per diem expenses for any of the firm's staff who will spend time working in Bedford County.
 - C. State the cost of any specialized equipment called for in the proposal that will be used to assist with updating the Master Plan.
 - D. It is anticipated that some proposals will be based on subcontractors. All subcontractors must be approved by the County. Please include the names and addresses of any subcontractors and the portion of your proposal to be assigned to them as part of your costs.
 - E. Costs for updating the 2014 *Economic Analysis of the Proposed Pike 2 Bike Trail* document.
- II. **Penalty Schedule**
 - A. If through no fault of the County, full functionality of proposed Master Plan Update is not achieved within the project deadline; Contractor will reduce total cost of project by 5%, and an additional 5% for each 30 day delay thereafter which is not the fault of the County. This will be based upon the accepted and agreed upon the milestones following awarding the RFP.
 - B. Timeline to be reviewed at specified milestones.

APPENDIX C
INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S. § 4507, governmental agencies may require Noncollusion Affidavits to be submitted with bids.

2. This Noncollusion Affidavit must be executed by the member, officer or employee of the proposer who makes the final decision on prices and the amount quoted in the bid.

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

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

5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.

**APPENDIX C
NONCOLLUSION AFFIDAVIT**

State of _____:

County of _____: S.S.

I state that I am (Title) _____ of (Name of Firm) _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) (Name of Firm) _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by the **Bedford County Commissioners** in awarding the contract(s)/purchase order(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this bid.

(Signature)

(Signatory's Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____ 20____

Notary Public _____

My Commission Expires _____

APPENDIX E

Nondisclosure Agreement

The _____ (“Contractor”) and the Bedford County Board of Commissioners, which serves as the Issuing Office (“County”), intending to be legally bound, hereby agree as follows:

1. As part of the performance of the Work of the Contract, it may be necessary for the Contractor to review confidential or proprietary information (proprietary information).

2. In order to safeguard more effectively the proprietary information, the Contractor will designate certain authorized representative(s) to receive and review the proprietary information. Said authorized representatives will agree to be bound by this Nondisclosure Agreement and will sign it prior to receiving any proprietary information and will furnish, upon request, to other entities a signed copy of the Nondisclosure Agreement executed by such authorized representative(s). Proprietary information will not be accessible by anyone who has not signed the Nondisclosure Agreement.

3. With respect to proprietary information provided under this Agreement, the Contractor and its authorized representatives shall:

- (a) hold the proprietary information in confidence;
- (b) restrict disclosure of the proprietary information only to persons authorized under this Agreement who have a need to know;
- (c) use the proprietary information solely in connection with the Contractor's work on this Project;
- (d) except as provided in Paragraph 5 below, not disclose the proprietary information publicly or privately to any third party in any manner, unless such third party has signed this Nondisclosure Agreement; and
- (e) advise the Contractor's representatives of their obligation with respect to the proprietary information.

4. The Contractor may make proprietary information available to the County under this Agreement; provided, however, that in the event of disclosure, the County shall also be

bound by the terms of this Agreement. Nothing in this Agreement shall be construed as preventing access by the County (outside the scope of this Project) to the data, books, records, and documents as permitted by the statutory and common law of the Commonwealth of Pennsylvania.

5. The Contractor or the County may assert at any time that any document claimed to be proprietary is in fact non-proprietary. Any disagreement as to the proprietary or non-proprietary nature of a particular document or information shall be resolved by the County Issuing Officer, subject to review by the County.

8. Proprietary information that is provided to the Contractor and/or the County will be protected from disclosure as proprietary information under 66 Pa. C.S. §335(d) until such time as the County (or court of competent jurisdiction, if an appeal of a County determination is taken) rules that the documents are non-proprietary and, therefore, subject to public disclosure. In determining which documents are subject to public disclosure, the County will follow the *Right-to-Know Law*, 65 P.S. § 67.101 *et seq.*, including any future amendments thereto.

9. Nothing in this Agreement shall otherwise affect, abridge, increase, or decrease the statutory authority of the County to investigate or inspect the facilities and data, books, records, and documents of any regulated entity.

10. This Nondisclosure Agreement may be executed in counterpart.

IN WITNESS THEREOF, intending to be legally bound, the Contractor and the County, have caused this Nondisclosure Agreement to be approved and executed under their signatures, as Exhibit 1 to the Contract, with a duplicate copy being provided to each of the parties.

Contractor _____
Date

Josh Lang, Chairman _____
Bedford County Board of Commissioners Date

Attest:

Debra Brown _____
Issuing Officer Date
Chief Clerk
Bedford County Board of Commissioners