

217 Elm St., Oil City, PA 16301-1412 / 814.677.3152 / OilRegion.org

ANNOUNCEMENT

REQUEST FOR PROPOSALS (RFP) FOR CONTRACTED PROFESSIONAL SERVICES FOR ERIE TO PITTSBURGH TRAIL DEVELOPMENT ON GAPS ON THE MAIN SPINE ON THE NETWORK OF TRAILS

The Oil Region Alliance of Business, Industry and Tourism in partnership with the Erie to Pittsburgh Trail Alliance, Inc. (EPTA) is accepting proposals for a contracted professional to assist non-profits, municipalities, and trail advocates to develop strategies to establish sustainable trails within gaps along the main spine of the Erie to Pittsburgh Trail (EPT) that have been identified by the EPTA. This work will include the identification of an organization and partners to lead the development of trail within the gap area, the development of strategies that enable organizations to advance trail projects toward the goal of completion, and leading from the ground to engage members of the community and provide education through demonstration topics such as leveraging the value of volunteers, building partnerships, leveraging every grant dollar to the fullest potential, building sustainable trails that will require less annual maintenance, among other tasks.

These tasks in areas of gaps along the EPT will further the completion of this long-distance trail that not only provides recreational opportunities to local communities, but provides access for exercise leading to healthier lives, provides the opportunity for communities to use the trail as economic drivers for trail-related businesses, and recruit new businesses and community members.

This contract will begin in the spring of 2022 and end December 15, 2024.

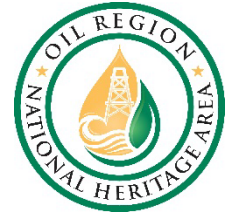
Proposals are being sought in electronic format and should be submitted to Oil Region Alliance by email to no later than 2:00 p.m. on Tuesday, March 15, 2022. Proposals received after that time will not be considered.

Firms wishing to obtain the information relating to submitting a proposal, including the specific requirements, proposal evaluation criteria and the proposed contractual agreement, should contact:

Kim Harris, Project Manager
217 Elm Street, Oil City, PA 16301
814-677-3152, Ext. 120
kharris@oilregion.org

This project is funded through a Community Conservation Program Grant (Contract BRC-SR-26-35), National Park Service, and private funds.

Issued February 10, 2022



217 Elm St., Oil City, PA 16301-1412 / 814.677.3152 / OilRegion.org

**REQUEST FOR PROPOSALS (RFP)
FOR CONTRACTED PROFESSIONAL SERVICES FOR
ERIE TO PITTSBURGH TRAIL DEVELOPMENT
ON GAPS ON THE MAIN SPINE ON THE NETWORK OF TRAILS**

Contract BRC-SR-26-35

RFP Issued DATE

Proposal Deadline: 2:00 P.M., Tuesday, March15, 2022

Proposals should be submitted digitally to kharris@oilregion.org

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NOTE: In this document, the term “proposer” shall mean the person or firm making a proposal based on this RFP. The term “proposer” and the term “firm” are used interchangeably in this RFP and the attached proposed Agreement.

SECTION 1 - BACKGROUND

The Oil Region Alliance of Business Industry and Tourism (ORA), in partnership with the Erie to Pittsburgh Trail Alliance (EPTA), will accept sealed proposals until 2:00 P.M. on Tuesday, March 15, 2022, for professional services to focus on the development of gaps within the Erie to Pittsburgh Trail (EPT) network of trails.

The Oil Region Alliance of Business, Industry & Tourism is a 501(c) (3) non-profit organization, which was formed in 2005 with the consolidation of the former Oil Heritage Region Incorporated, Oil Heritage Region Tourism Promotion Agency, Oil City Economic Development Corporation, and the Venango Economic Development Corporation. The Oil Region Alliance administers the PA Oil Heritage Area and the Oil Region National Heritage Area and is the lead economic development agency for Venango County and the official tourist promotion agency for Venango County.

The mission of the Oil Region Alliance of Business, Industry & Tourism is to manage the Oil Region National Heritage Area and to increase the prosperity of the Oil Region by enticing all people to live, work, learn and play in "the Valley that Changed the World" through the preservation, promotion, development, and support of historical, educational, natural, recreational, residential, commercial and industrial destinations.

As the Pennsylvania Oil Heritage Region and the Oil Region National Heritage Area administrator, the Oil Region Alliance supports and collaborates on many recreational projects within the region, including multi-use recreational trails, trailheads, scenic overlooks, and waterways access projects.

The vision for the EPT is a system of non-motorized, multi-use trails and local connectors linking Erie to Pittsburgh through the experience of small towns, rural landscapes, historic sites, and cultural areas tied to regional trails and beyond.

The EPTA, a 501(c) (3) non-profit organization, is an alliance of non-profit organizations, local municipalities, supporters, and advocates affiliated with the Erie to Pittsburgh Trail corridor. The Oil Region Alliance has partnered with the EPTA to manage this project through an executed Memorandum of Understanding.

The Oil Region Alliance wishes to assist the ongoing work of the network of trails that constitute or will constitute the main spine of the EPT by focusing on the gaps that the EPTA Connections Committee has identified. These gaps will be selected as to how professional services can move the project forward and does the gap have leadership that is welcoming to the professional services?

This project is partially funded by a grant from the Community Conservation Partnership Program administered by the Department of Conservation and Natural Resources (DCNR) Bureau of Recreation and Conservation (Bureau). The Bureau has specific requirements and standards that must be met by the Oil Region Alliance and its contractual consultants. Accordingly, this Request for Proposals (RFP) has been prepared to meet these requirements and standards. In addition, the Bureau will monitor the project. The Bureau's grant contract number is BRC-SR-26-35. Matching funds for this project are provided by the National Park Service via the Oil Region Alliance of Business, Industry & Tourism, private sources via Friends of the Riverfront, Allegheny River Trail in Clarion County, the Allegheny Valley Trails Association, and others.

SECTION 2 - PROJECT PURPOSE

The purpose of this project is to provide professional skills to assist organizations and communities in developing trail gaps of the EPT that the EPTA Connections Committee has identified as being priorities. Prioritization of the EPT main spine gaps involves many different measures, such as land ownership, community support, a lead organization identified, connection points, among other criteria. The selected professional will work with the EPT Connection Committee to determine which areas should be the focus. It is anticipated that up to six gaps could be identified to utilize the services of the contracted professional. It is the goal that with professional skills aimed at assisting in determining the steps to develop a specific gap, providing education specific to that trail gap, helping the lead organization to gain additional capital (political, financial, human), the gaps will move forward toward completion.

SECTION 3 – REQUIREMENTS

A. General

The ORA Board of Directors reserves the right to reject any or all proposals and select the proposal that it judges to be in the best interest of the ORA and the EPTA in completing the project's objectives.

The Contract is subject to the approval of the ORA Board of Directors and the Pennsylvania Department of Conservation and Recreation, Bureau of Recreation and Conservation, and is effective only upon their approvals. According to the Memorandum of Understanding between the ORA and EPTA, the EPTA will assign two reviewers to assist in the review and score the proposals received using the review criteria that the ORA provides.

All proposing firms should have at a minimum the following qualifications:

- Significant trail development and management knowledge;
- Have a working knowledge of federal, state, and private funding sources and guidelines in Pennsylvania.
- Have a proven track record of building partnerships.
- The ability to communicate effectively with different audiences using verbal, written, and multiple media formats (video, images, etc.)
- Have the ability to work closely with teams to accomplish goals.
- Must be willing to work at project locations to provide hands-on training, the assistance of trail project oversight, and attend meetings.

All proposing firms are bound by the deadline and location requirements of this RFP, as previously stated in this announcement.

All proposals shall remain effective subject to Oil Region Alliance review and approval for ninety (90) days from the deadline for submitting proposals.

If the Oil Region Alliance receives only one proposal, the Oil Region Alliance may initiate negotiations with the firm submitting the proposal to the extent PA DCNR permits or seek additional proposals on an informal or formal basis during the ninety (90) day period proposals must remain effective.

The proposing firm should include any exceptions or clarify any of the scope of work items it deems appropriate to obtain a high-quality plan to assist with moving the designated trail gaps forward. All changes should be listed and explained. However, at minimum, the scope of work proposed must accomplish the goals and work outlined below in item B of this section.

B. Scope of Work

The successful proposing firm will assist non-profits, municipalities, and trail advocates to develop strategies to establish sustainable trails on the main spine of the EPT corridor that the EPTA Connections Committee has identified as priorities. There will be five gap projects in this project unless otherwise agreed upon by the selected proposer and the EPTA. The five gap projects will result in potentially one per county along the EPT within the Commonwealth of Pennsylvania, requiring additional professional services support to move the gap toward development. Develop strategies that enable organizations to advance trail projects by

1. Identify current and possible additional stakeholders for the specific gaps identified as requiring assistance along the main EPT spine.
2. Develop lines of communication with all trail stakeholders for each gap identified.
3. Conduct a site visits with stakeholders and research the status of each identified gap.
4. Schedule and hold public meetings as required for each identified trail gap to inform the public of the trail project.
5. Assist local stakeholders in developing a step-by-step plan for the trail's development, including the need for a concept plan and a .realistic cost estimate, and a funding strategy that includes sources of funding and deadlines.
6. Hold a meeting with potential funders for each gap to introduce them to the project and provide the opportunity for a dialogue to occur between parties.
7. Coordinate the development of several trail grant applications submitted by various entities. The grant applications should include inspired matching funds for both public and private foundations. Grant examples are CFA Greenways/Trails/Recreation Grants, Foundation Funding/Grants. Matching funds have different qualifications for different grants and may include cash, in-kind services/labor/materials.
8. Mentor others to submit quality qualifying grant applications for trail development that meet the mission and goals of the trail organization and the EPTA that is developing the specific trail gap.
9. Analyze if grants being applied for can help leverage funds for a different gap on the Erie to Pittsburgh Trail.

10. Provide quarterly reports to the Oil Region Alliance that will be shared with the EPTA, with copies of work products completed for that specific period.
11. The contracted service provider will be required to work in person with the identified group(s) to
 - build partnerships that may require scheduling and attending meetings during the day or evening,
 - site visit to document the condition of the trail corridor for a clear and accurate assessment of the needs before development
 - schedule and provide training to volunteers in self-building and maintenance of the trail,
 - assist with project management
 - Review funding requests as needed.
 - Coordinate data collection using trail counters provide data out to EPTA and local trail groups quarterly. Provide data to others as requested.

It should be noted that approximately 60% or more of the time will likely be spent in the field with project lead entities.

C. Deliverables

At minimum three hard copies and three digital copies (on a thumb drive) of written plans and final reports will be provided to the entity(ies) identified and being assisted. Two copies of the written plans for each project identified on the main spine of the EPT will be delivered to the Oil Region Alliance, one of which will be placed in the final EPTA project files. The plan for each project should be signed by the identified entity of each project and the contracted professional indicating agreement of the plan. In addition, quarterly project reports will be provided to the ORA to gauge the progress of work accomplished through the professional services contract. When appropriate, videos and images of work should be forwarded to the ORA with full rights of use for permanent files, potential use in marketing (print and digital), and seeking additional funds for the trails of the EPT.

SECTION 4 - INSURANCE AND OWNERSHIP RIGHTS

The selected firm shall provide proof of general business liability insurance and augment its coverage to include a listing of the Commonwealth of Pennsylvania, The National Park Service, the Oil Region Alliance, and the Erie to Pittsburgh Trail Alliance as additional insured parties. Appendix C is a required form, which must be completed as part of the proposal.

The copies of work products generated through this RFP will become the property of the Oil Region Alliance, the Erie to Pittsburgh Trail Alliance, and the PA DCNR, Bureau of Recreation and Conservation.

SECTION 5 - ANTICIPATED PROJECT SCHEDULE

The ORA anticipates the following schedule for this project, although it is realized the anticipated schedule may require adjustments as the project proceeds.

February 10, 2022	Oil Region Alliance Issue RFP
March 15, 2022	Proposal submittal; 2:00 P.M. deadline.
March /April 2022	Proposals read and reviewed. Recommendation prepared for vendor selection action by ORA Board of Directors.
April 24, 2022	ORA Board approves vendor selection and awards contract contingent upon DCNR Approval.
May 2022	Receive DCNR approval and execute project contract with the selected firm.
May 2022	Contract signed, kick-off meeting with the contracted firm, and work underway
December 15, 2024	Project complete
December 30, 2024	Closeout report due with all deliverables

Section 6 – Costs and Payment Schedule

ORA is not liable for any costs associated with the preparation of a proposal under this RFP or for any costs incurred by the selected contractor before the execution of a contract.

Compensation Range for the Professional Service Contract: \$74,000

Complete cost information should be provided showing the minimum number of hours to be provided by each person assigned to the proposed work by the firm's organizational levels. The proposed hourly rate for billing shall include for each person. The hours of work and cost shall be itemized for each significant work element of the proposal. An itemized estimate of reimbursable expenses must be included. The total amount of maximum payment must be stated.

Your method of billing must be indicated. The preferred practice of the Oil Region Alliance is to pay periodically as the work is performed, as indicated below in the anticipated payment schedule.

ORA preferred practice is to process payments based on invoices submitted by the firm. If the invoice and associated work projects are in order, payment typically occurs within 30 days after ORA receives an invoice.

Anticipated Payment Schedule

- 10% Upon Execution of the Contract
- 10% Quarterly (every three months) with ORA receipt of monthly report and any copies of deliverables developed.
- 20% Upon receipt of final deliverables and reports

Section 7 –Required Submittals for Proposals

A. General

Each proposal must be submitted electronically. No other distribution of proposals will be made by the proposing entity. Proposals must be signed by an official authorized to bind the firm to its provisions and remain valid for at least 180 days. Moreover, the contents of the proposal of the selected firm will become contractual obligations if a contract is entered. Proposals should be prepared simply and provide a straightforward and concise description of the proposing firm's ability to meet the requirements of this RFP. The proposal shall include, at minimum, the items listed in this section.

B. Letter of Transmittal

This letter should include:

- A statement indicating the firm's understanding of the work to be performed;
- An affirmation of the firm's qualifications for professionally and expertly conducting the work as understood;
- The firm's contact person concerning the proposal and a telephone number, mailing address, and email where that person can be reached during business hours; and,
- Provide a clear statement of the firm's and or the principals of the firm, relationship(s) with, or knowledge of any officials or employees of the Oil Region Alliance or Erie to Pittsburgh Trail Alliance and the nature of the relationship(s).

Note: FAILURE TO STATE AND FULLY DISCLOSE ANY OF THE INFORMATION REQUIRED IN THE LETTER OF TRANSMITTAL SHALL BE GROUNDS FOR THE OIL REGION ALLIANCE TO REJECT THE FIRM'S PROPOSALS AND WILL BE GROUNDS FOR IMMEDIATE CANCELLATION OF ANY CONTRACT ENTERED INTO BETWEEN THE OIL REGION ALLIANCE AND THE FIRM WITHOUT PAYMENT OF WORK COMPLETED.

C. Profile of Firm

A brief statement indicating the firm's experience in conducting work of the nature sought by this RFP. Additionally, this profile should include:

- The location of the firm's office that will provide services;
- Resumes of individuals, consultants, or employees to conduct the work and the specific duties of each consultant or employee relative to the proposed work;
- A list of trail projects completed by the proposing firm and any projects that the firm consulted on indicating what consultant work was provided for the project(s);
- Any other information may be included if it relates to the capabilities and expertise of the firm doing the comparable work, and;
- Samples of Prior Related Work

D. Explanation of Work to be Performed

The proposal must include a detailed description of the procedures and methods the firm proposes to complete the work requested by the Oil Region Alliance. This is important because the methods and procedures proposed will weigh heavily in the evaluation of the proposals.

F. Other Submittals

- Additionally, the following documents attached as appendices to the RFP shall be fully executed and returned with the proposal as follows:
 - Nondiscrimination Certification (For proposing firm) **[Required]**
 - Statement of Insurance and Assurances **[Required]**

Section 8 – Evaluation Criteria

All completed proposals received on or before the deadline will be reviewed and evaluated by representatives of ORA and the project partners. These reviewers will recommend to the ORA Board of Directors the selection of the proposal that most closely meets the requirements of this RFP.

The following factors will be considered:

- Understanding of the project and its needs – 20%
- The soundness of approach – 20%
- Contractor Qualifications including prior work samples - 15%
- Have successfully managed at least one trail project from acquiring the funding to the design and construction in the Commonwealth of Pennsylvania. 15%
- Personnel qualifications and prior related experience - 15%
- Ability to manage work to ensure timely and orderly completion 15%

Section 9. – Reservation of Rights

The Oil Region Alliance reserves the right to award zero, partial, multiple, or complete contracts for the scope of work in this Request For Proposals or to negotiate separately with competing firms. Issuance of this Request For Proposals does not require the ORA to execute any contract(s) whatsoever.

SPECIFICS ON SUBMITTAL LOCATION, DATE, TIME, AND PACKAGING

It is requested that your proposal be delivered electronically with the subject line **PROPOSAL FOR ERIE TO PITTSBURGH TRAIL DEVELOPMENT OF GAPS ON THE MAIN SPINE OF THE NETWORK OF TRAILS** to Oil Region's Project Manager, Kim Harris, at kharris@oilregion.org no later than 2:00 P.M. on Tuesday, March 15, 2022

Questions may be addressed directly to Kim Harris at the Oil Region Alliance, 217 Elm Street, Oil City, PA 16301; (814) 677-3152, Ext. 120; Fax (814) 677-5206; e-mail: kharris@oilregion.org.

<p>THIS DOCUMENT IS REQUIRED TO BE SIGNED/DATED AND RETURNED WITH THE PROPOSAL</p>

**Request for Proposals
For Contracted Professional Services for
Working on Gaps within the EPT Network of Trails on the Main Spine**

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor, or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

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

(Name Authorized Agent to Sign
on Behalf of the Firm – Please Print)

(DATE)

(SIGNATURE)

(TITLE)

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

STATEMENT OF ASSURANCES AND INSURANCE INFORMATION

Enclosure with proposal submitted to Oil Region Alliance of Business, Industry & Tourism

1. IDENTIFICATION

Proposal Submitted by: _____
(Organization name)

In response to Request For Proposals issued by Oil Region Alliance (ORA) entitled: "Contracted Professional Services for Working on Gaps within the EPT Network of Trails on the Main Spine."

Date Statement Signed: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

<p>_____</p> <p>YES NO</p> <p>If no, elaborate at 8--Comments.</p>	<p>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 statues 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 Oil Region Alliance.</p>
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3. CERTIFICATION REGARDING DRUG-FREE WORKPLACE

YES NO
If no, elaborate
at 8--Comments.

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.

YES NO
If no, elaborate files.
at 8--Comments.

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 ORA, a copy shall be furnished for project

YES NO
If no, elaborate
at 8--Comments.

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 ORA. If I am convicted or a criminal drug offense, I will report that within 10 calendar days to the ORA-assigned project manager.

4. CERTIFICATION REGARDING LOBBYING

YES NO

If no, elaborate
at 8--Comments.

I certify that no part of the money paid by ORA 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 matter, or 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.

5. CERTIFICATION REGARDING MINORITY-OWNED BUSINESS ENTERPRISE/WOMAN-OWNED BUSINESS ENTERPRISE

YES NO

I certify that the firm submitting this proposal is an official Minority-owned Business Enterprise.

YES NO

I certify that the firm submitting this proposal is an official Woman-owned Business Enterprise.

YES NO
If no, elaborate
at 8--Comments.

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 NONDISCRIMINATION/SEXUAL HARASSMENT

 YES NO

If no, elaborate at 8--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 nondiscrimination 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 files. at 8--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 ORA, 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; Oil Region Alliance of Business, Industry & Tourism; National Park Service; Erie to Pittsburgh Trail Alliance, Inc. and the United States of America.

 YES NO

If no, elaborate at 8--Comments.

I certify that, upon selection of my firm 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; Oil Region Alliance of Business,

Industry & Tourism; Erie to Pittsburgh Trail Alliance, Inc. National Park Service; and the United States of America. I understand that ORA will notify the selected firm 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 ORA with written verification of the new coverage of each required additional insured party.

8. COMMENTS AND CLARIFICATIONS

9. SIGNATURE

By my signature below, I certify that I am an authorized agent on behalf of the entity submitted a proposal to ORA, 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)



217 Elm St., Oil City, PA 16301-1412 / 814.677.3152 / OilRegion.org

TO: Erie Times/ Pittsburgh Post-Gazette

FROM: Kim Harris, Project Manager

DATE: January 10, 2022

RE: Request For Proposals For Contracted Professional Services for the Erie to Pittsburgh Trail
Development of Gaps on the Main Spine of the Network of Trails

Please publish the following legal notice once in your next edition.

Proof of publication and invoice should be provided to the attention of Kim Harris, Oil Region Alliance, 217 Elm Street, Oil City, PA 16301. Thank you.

LEGAL NOTICE

The Oil Region Alliance will accept proposals until 2:00 PM March 15, 2022, for professional services to assist non-profits, and municipalities to develop sustainable trails on current gaps of the EPT. Information and a full RFP can be obtained by contacting Kim Harris, 217 Elm Street, Oil City, PA 16301; (814) 677-3152, kharris@oilregion.org.

PROFESSIONAL SERVICES CONTRACT
FOR CONTRACTED PROFESSIONAL SERVICES FOR
By and Between
ERIE TO PITTSBURGH TRAIL DEVELOPMENT
ON GAPS ON THE MAIN SPINE OF THE NETWORK OF TRAILS

THE OIL REGION ALLIANCE OF BUSINESS, INDUSTRY & TOURISM
And
_____ (Insert Name of Firm) _____

BRC-SR-26-35

INTRODUCTION AND PURPOSE

This agreement is retroactive to **[ORA WILL INSERT DATE]** between the

Oil Region Alliance of Business, Industry & Tourism (hereinafter referred to as Oil Region Alliance or, ORA)
217 Elm Street, Oil City, PA 16301-1412
(814) 677-3152; Fax (814) 677-5206; Email: kharris@oilregion.org;

and

_____ hereinafter referred to CONTRACTOR
(Name of Firm)

(Street Address) (City) (State) (Zip Code)

Number) (Fax Number) (Email Address) (Telephone

for the purpose of professional services to assist non-profits, municipalities, and/or trail advocates to develop strategies to establish sustainable trails within gaps along the main spine of the Erie to Pittsburgh Trail (EPT) that have been identified by the Erie to Pittsburgh Trail Alliance (EPTA) Connections Committee as priorities.

This Contract is authorized by a motion approved by the ORA Board of Directors during their **[ORA WILL INSERT DATE]** business meeting.

ORA serves as the grant recipient, fiscal agent and project coordinator. Tasks in the Scope of Work for this Contract are to be completed no later than **[ORA WILL INSERT DATE]**; however, to allow for audit and similar closeout steps; this agreement's ending date will be **[ORA WILL INSERT DATE]**.

Included as part of this professional services contract are these documents utilized during the selection of the engineering study firm: (a) Request For Proposals Package- "Contracted Professional Services for Working on Gaps on the Main Spine of the Network of Trails" as issued by the Oil Region Alliance on **[ORA WILL INSERT DATE]**; (b) CONTRACTOR's proposal submitted in response to that RFP; and (c) ORA's letter of **[ORA WILL INSERT DATE]** informing of proposal approval.

Funding for this project in the amount of \$ **[ORA WILL INSERT AMOUNT OF PROPOSAL APPROVED BY ORA BOARD]** is being financed impart by a Community Conservation Partnership Program Grant administered by

the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation via the Oil Region Alliance. Matching funds are being provided by the National Park Service, and private sources.

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 ORA. The description of the services and related matters are included in the Request for Proposals and CONTRACTOR proposal.

ARTICLE 2 PRICE AND TERMS OF PAYMENT

Unless otherwise agreed, all work included in the scope of work shall be performed for a cost not to exceed \$ [ORA WILL INSERT]. CONTRACTOR may submit invoices upon completion of each stage of this project, as follows:

Anticipated Payment Schedule

- 10% Upon Execution of the Contract
- 10% Quarterly (every 3 months) with ORA receipt of monthly report and any copies of deliverables developed.
- 20% Upon receipt of final deliverables, and reports

Upon receipt of accurate invoices, the appropriate concurrences from the project partners, and any required deliverables ORA will usually issue payment typically within 30 days. CONTRACTOR shall not exceed the budgeted amounts without the prior written authorization from ORA.

In addition to submission of invoices, CONTRACTOR shall provide a written project progress report as of the end of each month during the contract period. Each report shall include the contractor's activities in the preceding month, work products generated, the activities proposed for the coming month, progress within the proposed project timetable, any recommendations, and how the project stands relative to the budget.

ARTICLE 3 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 4 INDEPENDENT CONTRACTORS

During performance of this Contract, CONTRACTOR shall be an independent contractor and not an agent of ORA. 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 5 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 ORA. Consent by ORA to any assignment or subcontract of the work shall not be deemed to create a contractual relationship between ORA and the subcontracting party or assignee.

ARTICLE 6 THIRD PARTY INFORMATION

ORA agrees that CONTRACTOR may solicit and reasonably rely on third party information essential and relative to the performance of CONTRACTOR in carrying out the requirements of this Contract whenever such information is under the control of a third party. CONTRACTOR will be responsible and liable for the direct or indirect consequences of its reasonable reliance on such third-party information

Examples of third parties include, but are not limited to, municipalities, county governments, or a key group or individual identified by ORA as a source of information.

ARTICLE 7 PERSONNEL

All personnel in the employ of CONTRACTOR, or approved subcontractors who work on this project shall keep a record of time spent. This record of time will be made available upon request to ORA and/or contract auditors during the period of this Contract and until [ORA INSERT DATE].

ARTICLE 8 SUBCONTRACTORS

CONTRACTOR shall within 30 days of the execution of this Professional Services Contract furnish ORA with the complete business names, addresses, telephone numbers, fax numbers, email addresses, and contact person's name and title for each potential subcontractor.

If CONTRACTOR determines that services of additional subcontractors are required, ORA will have the right of prior approval, which shall not be unreasonably withheld.

ARTICLE 9 OWNERSHIP OF PROPERTY INVOLVED

Trails will be owned by others. Documents produced for this Contract will become the property of the individual specific trail organizations, ORA, Commonwealth of Pennsylvania, Eand the National Park Service.

ARTICLE 10 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 ORA:
Kim Harris, Project Manager
217 Elm Street
Oil City, PA 16301-1412
(814) 677-3152, Ext. 120; Fax (814) 677-5206
Email: kharris@oilregion.org

(b) To _____:
(Insert Firm Name)

(Insert Contact Name) (Insert Title)

(Insert Street Address)

(City) (State) (Zip Code)

(Telephone Number) (FAX Number)

(Email Address)

ARTICLE 11

TERMINATION

ORA and/or CONTRACTOR upon seven (7) days written notice may terminate this Contract. Should termination occur prior to the completion of the scope of work, CONTRACTOR will be paid for labor and expenses incurred through the date of termination, in accordance with the payment schedule at Article 2 of this Contract.

ARTICLE 12

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 Venango 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 13

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 in accordance with the Nondiscrimination Clause that was signed and submitted as part of the CONTRACTOR's proposal.

ARTICLE 14

HOLD HARMLESS

CONTRACTOR shall hold the Commonwealth of Pennsylvania, the National Park Service; The Erie to Pittsburgh Trail Alliance and the Oil Region Alliance of Business, Industry & Tourism 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 the Commonwealth of Pennsylvania, the National Park Service, Erie to Pittsburgh Trail Alliance or ORA and shall defend any and all actions brought against the Commonwealth of Pennsylvania, the National Park Service, Erie to Pittsburgh Trail Alliance or ORA arising from CONTRACTOR's negligence.

It is understood that CONTRACTOR will have its standard liability insurance policies name as additional insured's the Commonwealth of Pennsylvania, the National Park Service; Erie to Pittsburgh Trail Alliance, and the Oil Region Alliance of Business, Industry & Tourism 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 invites 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, whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the Commonwealth of Pennsylvania, the National Park Service, Erie to Pittsburgh Trail Alliance, Oil Region Alliance, or of their agents or employees. Upon request, CONTRACTOR shall furnish to ORA proof of insurance as additional parties as required by this Article.

ARTICLE 15

ACKNOWLEDGEMENT OF FEDERAL AND STATE ASSISTANCE

CONTRACTOR in every publication and publicity release concerning this project will acknowledge financial assistance as follows: "This project was financed in part by the Community Conservation Partnership Program, administered by the Bureau of Recreation and Conservation, Pennsylvania Department of Conservation and Natural Resources; the National Park Service within the Federal Department of the Interior via the Oil Region Alliance; The Erie to Pittsburgh Trail Alliance and other private sources." The list of private sources will be defined as funding is secured. The Oil Region Alliance will provide a full list of entities to be recognized.

ARTICLE 16

COMPLIANCE WITH REGULATIONS

All activities authorized by this Contract shall be performed in accordance with applicable statutes, applicable conditions, relevant directives, guidelines, application procedures, and requirements as attached hereto or otherwise provided by DCNR. Designs for this project must meet the PA DCNR, Bureau of Recreation and Conservation guidelines.

CONTRACTOR acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with additional requirements taking effect during this contract period and determined by the Commonwealth as necessary.

ARTICLE 17

AMENDMENTS TO AGREEMENT

Any changes in the Scope of Work (as described in the Request for Proposals and the CONTRACTOR proposal) 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 in order to be considered binding on the parties. Amendments shall not take effect until they carry the signatures of the authorized agents of ORA and CONTRACTOR. ORA will request that the PA DCNR review any changes in scope of work for compliance with their guidelines.

ARTICLE 18

COMPLIANCE WITH STATE 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 of Pennsylvania, the National Park Service, or ORA 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 considered to 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

ORA 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 National Park Service (and/or its representatives) deems necessary, CONTRACTOR shall make available for inspection by the National Park Service (and/or its representatives) or its duly authorized representatives, all of its records with respect to all matters covered by this Contract and will permit the National Park Service (and/or its representatives) 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 the Commonwealth of Pennsylvania, the National Park Service, Erie to Pittsburgh Trail Alliance and ORA.

CONTRACTOR shall not include third person copyrighted material, photographs or matter in the data it submits to ORA under this Contract, unless it has obtained written permission of the copyright owner to use it for the contract and project purposes.

Signatures of execution on the following page

SIGNATURES BY AUTHORIZED AGENTS—

FOR OIL REGION ALLIANCE OF BUSINESS, INDUSTRY & TOURISM --

John R. Phillips, II, President and COO

Date Signed

Barry Cressman, Chairman of the Board

Date Signed

FOR CONTRACTOR

(Name), (Title)

Date Signed