

Request for Proposal

**Luzerne County Community Development**

**CONSULTING SERVICES**

LUZERNE COUNTY PENNSYLVANIA

**RFP No. 121917RFPOCD**

DUE DATE January 5, 2018 EST at 4:00PM

Luzerne County Purchasing Department  
Attn: Mark Zulkoski  
Penn Place Office Building  
20 North Pennsylvania Ave. Suite 203  
Wilkes-Barre, PA 18711  
570-820-6337  
[mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org)

**FIND US AT:** [www.luzernecounty.org/procurment](http://www.luzernecounty.org/procurment)

**ATTENTION:**

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to the:

**Luzerne County Purchasing Department**  
**20 North Pennsylvania Avenue**  
**Suite 203**  
**Wilkes Barre, Pa 18711**

Any questions in regard to the RFP package, please contact Mark Zulkoski at 570-820-6337  
Or [mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org).

**ATTENTION:**

**YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED**



Luzerne County Purchasing Department  
Penn Place Building  
Suite 203  
20 N. Pennsylvania Ave  
Wilkes Barre, PA 18711

All RFP returns must have this label attached with  
The name and reference number of the RFP to the  
Outside of the return envelope  
(UPS, FEDEX, etc.) Or it will be rejected.

RFP Name \_\_\_\_\_  
Company Name \_\_\_\_\_  
Reference # \_\_\_\_\_

**Responders who use USPS Services, PLEASE NOTE:**

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified. **LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.**

## **GENERAL INSTRUCTIONS TO RESPONDENTS**

1. All prices shall include delivery. Orders only place, after receipt of a formal purchase order issued by the Purchasing Department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
9. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
10. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
11. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
12. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.

14. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
15. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
16. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.
17. The responder or responders to whom the contract is awarded agree(s) to release the County of Luzerne from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.
18. The County Manager and administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
19. All RFPs must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
20. Responders must write or print figures in ink or typewritten.
21. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
22. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County, therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.
23. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
24. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.

**INVITATION FOR PROPOSAL  
COUNTY OF LUZERNE  
THROUGH ITS OFFICE OF COMMUNITY DEVELOPMENT**

(hereinafter referred to as "OCD")

Luzerne County, through its Office of Community Development, is soliciting proposals from consultants for the provision of professional services, advice and technical assistance in carrying out various Federal and State Programs, including but not limited to Community Development Block Grant Program, the Emergency Solutions Grant Program, the HOME Investment Partnerships Program, Business Development Loan Program and the Community Development Block Grant Disaster Recovery Program.

**I. BACKGROUND ON LUZERNE COUNTY OFFICE OF COMMUNITY DEVELOPMENT**

Luzerne County qualifies as an Urban County receiving its CDBG allocation directly from HUD. The County is also a HOME PJ and receives ESGP dollars. For FY '17, the County's allocations were as follows: CDBG: \$3,784,609, ESP: \$341,048, HOME: \$595,578. Additionally, the Office of Community Development carries out a Business Development Loan Program, which is funded through a Revolving Loan Fund. The OCD also oversees the County's Housing Trust Fund, which is designed to provide assistance for first time homeownership opportunities. The Luzerne County Citizens Participation Plan is current, and handbooks are available for all programs offered through the OCD. OCD staff carries out environmental review requirements, compliance with Citizens Participation Plan, completion of its Annual Action Plan and Consolidated Annual Performance Report, oversees the Continuum of Care process, directly administers and monitors programs and activities receiving County funds, and handles all fiscal aspects of its programs, including monthly billings for loans repayments. Further information about the County's Community Development Program is available upon request.

**II. SCOPE OF SERVICES**

The responsibilities of the Consultant will include, but not be limited to provision of professional services, advice and technical assistance for the following:

- A. Development of improved measures for analyzing performance and impact of Community Development activities on the County, along with strategies for improving performance and attaining maximum positive impact.
- B. Aid in strengthening existing programs and development of innovative new programs and financial tools to address the housing and community/economic development needs of the County.
- C. Identification of public/private funding sources to augment Community

Development funds. Note: In most instances actual preparation of applications will be handled by staff, with assistance from Consultant as needed.

- D. Provide guidance relative to latest Federal and State regulations, statutes, circulars, executive orders, policies, procedures and guidelines issued by the U.S. Department of Housing and Urban Development as it pertains to applicable programs, and provide technical assistance for compliance.
- E. Keep abreast of innovative projects and tools for addressing key community development issues throughout the country and provide guidance on how such actions might impact on local needs.
- F. Assist staff with Annual Action Plan Process.
- G. Assist staff with Consolidated Annual Performance Report Process.
- H. Provide guidance with environmental review procedures. Note: Most procedures will be handled by staff, with assistance from Consultant for more technical or non-standard procedures, as needed.
- I. Provide guidance in fiscal analysis, loan underwriting, and subsidy layering.
- J. Serve as a source of information and guidance for the ongoing professional operation of the County's Community Development Block Grant, HOME, and Emergency Solutions Grants Program, including providing training and technical assistance in connection with various Public Service Contracts and Emergency Solution Grant Contracts.
- K. Attendance at meetings with Local, State, or Federal officials or agencies, as requested by the County.

### **III. INFORMATION REQUIRED FROM INTERESTED FIRMS**

The OCD is pleased to invite your firm to submit a written Proposal for the activities outlined above. Attached hereto is Form PAQ-CONSULTANT, "Professional Advice Questionnaire," for use in preparing your Proposal. All information should be included solely on the attached forms.

### **IV. COMPENSATION**

The OCD will negotiate a fee for services with the responsible offeror whose proposal and qualifications are determined to be the most advantageous to the OCD, based upon the evaluation of information received from applicants, at a compensation which the OCD determines to be fair and reasonable. Should the OCD be unable to negotiate a satisfactory contract with the applicant considered to be the most qualified, the OCD reserves the right to undertake negotiations with the responsible firm considered to be the next most advantageous, or at its discretion, issue another "Request for Proposal/Qualifications."

## **V. CONTRACT AWARD**

The contract will be awarded upon execution by the County Manager.

## **VI. TIME OF PERFORMANCE**

The services of the firm will commence on February 1, 2018, and conclude on December 31, 2018, with an option of two (2) additional years. After each year, the County reserves the right to extend the agreement and to negotiate rates, terms and conditions, based on changes of circumstances or re-RFP the services, as may be in the County's best interest. The County also reserves the right to terminate the contact after each year, with notice given of sixty (60) days.

## **VII. GENERAL INFORMATION**

- A. The RFP is not to be construed as creating a contractual relationship between the County and any firm submitting a response to this RFP.
- B. The County shall have no obligation or liability to any firm responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
- C. The County may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
- D. The County reserves the right to reject any/or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which the County deems to be in its or its employees' best interest.
- E. By submitting this information the firm represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by the County.
- F. By submitting a response, the firm represents that it has the ability to meet the requirements outlined herein.
- G. Firms should contact the Office of Community Development for information or questions concerning this RFP.

After evaluation of the responses, the County will make its selection based on the response which best meets the needs of the County, in the sole discretion of the County. The Request for Proposals is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. The County reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

## **VIII. SUBMISSION REQUIREMENTS**

Sealed proposals must be submitted no later than 4:00 pm Monday, December 11, 2017 to the Purchasing Department, Penn Place Building, Suite 203, Wilkes-Barre, PA 18711.

**Please submit proposals in a sealed envelope clearly marked "Consultant Proposal."**

LUZERNE COUNTY IS AN AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER.





**FORM PAQ-CONSULTANT**

**PROFESSIONAL ADVICE QUESTIONNAIRE**

The purpose of this form is to provide information regarding the qualifications of firms interested in serving as Consultant to the Luzerne County Office of Community Development.

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1. FIRM NAME AND ADDRESS:

INTERNET ADDRESS:

YEAR FIRM ESTABLISHED:

2. NAME OF PRINCIPAL TO CONTACT:

TITLE:

EMAIL:

TELEPHONE:

3. ADDRESS OF OFFICE TO PERFORM WORK, IF DIFFERENT FROM ITEM 1:

4. FIRM IDENTIFICATION NUMBER:

5. LIST ANY OUTSIDE KEY CONSULTANTS/ASSOCIATES ANTICIPATED FOR THE PROJECT:

**FIRM CLASSIFICATION:**

6. DOES YOUR FIRM QUALIFY UNDER ANY OF THE FOLLOWING?

- |    |                                   |     |     |    |     |
|----|-----------------------------------|-----|-----|----|-----|
| a. | Female Owned Business Firm:       | yes | ___ | no | ___ |
| b. | Labor Surplus Area Business Firm: | yes | ___ | no | ___ |
| c. | Minority Owned Business Firm:     | yes | ___ | no | ___ |
| d. | Section 3 Business Firm:          | yes | ___ | no | ___ |
| e. | Small Business Firm               | yes | ___ | no | ___ |

**QUALIFICATIONS/EXPERIENCE**

7. PROVIDE THE FOLLOWING INFORMATION FOR KEY PERSONS, SPECIALISTS, AND INDIVIDUAL CONSULTANTS WHO WILL BE INVOLVED IN PROVISION OF CONSULTING SERVICES FOR THIS PROPOSAL. COPY AND COMPLETE A SEPARATE PAGE FOR EACH PERSON INVOLVED.

- a. Name and Title:
- b. Project Assignment/Role in Provision of services requested (i.e. Community Development consulting; Consolidate Plan consulting; Environmental Review preparation; etc.):
  
- c. Name of firm with which associated:
- d. Years experience with this firm: \_\_\_\_\_, with other firm(s): \_\_\_\_\_
- e. Educational Background--degree(s), year obtained, specialization:
  
- f. Active Registration: Year first registered/disciplined:
  
- g. Other experience and qualifications relevant to the proposed project:
  
  
- h. Estimated level of effort, in terms of time commitment to be provided by this individual:

8. ATTACH A NARRATIVE LISTING 5 PROJECTS COMPLETED BY YOUR FIRM WITHIN THE LAST 3 YEARS, WHICH BEST ILLUSTRATE YOUR QUALIFICATIONS RELEVANT TO THE SERVICES REQUESTED IN THIS RFP. PLEASE INSURE THAT YOUR NARRATIVE PROVIDES THE FOLLOWING INFORMATION FOR EACH OF THE 5 PROJECTS. NOTE: NARRATIVE SHALL NOT EXCEED ONE PAGE FOR EACH PROJECT.

**REQUIRED INFORMATION FOR 5 PROJECTS:**

- Project Name
  - Location
  - Name/Title/Address/Telephone of CEO/Contact
  - Description of your firm's duties, goals, and accomplishments, as related to specific tasks included in this RFP
  - Time Frame for Completion of Project
  - Was project completed within this time frame (if no, explain)    yes \_\_\_\_    no \_\_\_\_
  - Proposed Cost of Your Services
  - Actual Fee Charged
- 9.**     PROVIDE BELOW ANY ADDITIONAL INFORMATION THAT WOULD SUPPORT YOUR QUALIFICATIONS FOR THE PROPOSED PROJECT, INCLUDING ANY INNOVATIVE OR UNIQUE PROJECTS/PROGRAMS RESULTING FROM YOUR SERVICES:

**METHOD OF PROVIDING REQUESTED SERVICES:**

- 10.**     USE THIS SPACE TO DESCRIBE YOUR PROPOSED METHOD FOR CARRYING OUT THE CONSOLIDATED PLANNING PROCESS WITHIN THE TIME CONSTRAINTS SPECIFIED.



**BASIS OF COMPENSATION:**

14. USE THIS SPACE TO PROVIDE AN HOURLY RANGE OF FEES, ON A NOT TO EXCEED BASIS, FOR SERVICES REQUESTED IN THIS RFP. ALL ADDITIONAL ITEMS OF COMPENSATION SHOULD ALSO BE IDENTIFIED. PLEASE NOTE THIS IS NOT A BID, IT IS MERELY AN INDICATOR OF YOUR COMPENSATORY EXPECTATIONS. COMPENSATION FOR PERFORMANCE OF SERVICES WILL BE NEGOTIATED UPON SELECTION OF THE MOST ADVANTAGEOUS PROPOSAL.

The foregoing information provided in this Professional Advice Questionnaire is true and correct, to the best of my knowledge.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

TYPED NAME AND TITLE: \_\_\_\_\_

**FOR COUNTY USE ONLY**

**FORM PAQ-CONSULTANT**

FIRM NAME: \_\_\_\_\_

**PROPOSAL/QUALIFICATIONS EVALUATION CRITERIA – CONSULTANT**

Points will be awarded in accordance with the following percentages, based upon information provided by consultant:

- 0% of point value – no response
- 10% - 50% of point value - average or less
- 51% - 80% of point value – acceptable
- 81% - 100% of point value – above the norm

<b>ISSUE</b>	<b>POTENTIAL POINTS</b>	<b>POINTS SCORED</b>
Firm Classification	Score 2 pts for each item checked Maximum – 10 pts.	
Qualification/Experience	Maximum 35 pts.	
Key Personnel (10 pts.)		
Qualifications/Experience (25 pts.)		
Proposed Method of Providing Services	Maximum 35 pts.	

Consolidated Plan (15 pts.)  
All Other Services (15 pts.)  
Timeliness (5 pts.)

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Basis of Compensation

Maximum 20 pts.

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**TOTAL EVALUATION POINTS**

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I have reviewed the information contained in the foregoing Proposal and completed the appropriate evaluation on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signature \_\_\_\_\_

**Responders Signature Form**

Responder \_\_\_\_\_

Proposal must be signed here \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

**Individual Partnership or Corporation**

The responder certifies that they come under the class checked below:

**Please insert names:**

A. Individual owner \_\_\_\_\_

B. Partnership partners \_\_\_\_\_

C. Corporation \_\_\_\_\_

Exact name of corporation

\_\_\_\_\_  
State incorporated

**Note:**

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responder's records.

**Proposals should be as net prices and shall prevail in the awarding of contracts.**

**Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.**

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

**Return to Purchasing Department**





Non Collusion Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) She/He is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

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

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.

(8) The proposal 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 non-competitive proposal.

(9) The above representations are material and important, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_