

Request for Proposal

**AMERICAN RESCUE PLAN ACT FUNDING
ADMINISTRATION & GRANT MANAGEMENT**

REF #11222RFPCM

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: January 28, 2022 at 4:00PM EST

Luzerne County Purchasing Department
Attention: Mary Ann Amesbury
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes Barre, Pa 18711
570-820-6337
MaryAnn.Amesbury@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

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 Mary Ann Amesbury at 570-820-6337 or MaryAnn.Amesbury@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. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. In case of error in the extension of prices, the unit price shall govern.
7. 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.
8. 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.
9. 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.
10. 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 an RFP directly for the materials or work.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. Responders must write or print figures in ink or typewritten.
20. 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.
21. 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.
22. 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.
23. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
24. The successful responder must permit the County to make payment to vendor by credit card or debit card without penalty or surcharge.

FORM PAQ-CONSULTANT

PROFESSIONAL ADVICE QUESTIONNAIRE

The purpose of this form is to provide information regarding the qualifications of firms interested in serving as ARP Funding Administration and Grant Management Services for Luzerne County.

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. FIRM OWNERS (INDICATE NAME AND ADDRESS OF ALL PERSONS HAVING AN OWNERSHIP INTEREST IN THE FIRM):

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

7. LIST THE TYPE OF SERVICE YOUR ARE PROPOSING BY COMPLETING THIS PAQ (ONLY ONE SERVICE PER PAQ FORM):

FIRM CLASSIFICATION:

1. 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. engineering design, project management, subdivision and land development technical review; 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:

QUALIFICATIONS/EXPERIENCE (Continued):

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

REQUIRED INFORMATION:

- Client 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 AGREEMENT, 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 REQUIREMENTS OF THIS RFP (FOR THE SPECIFIC SERVICE PROPOSED ON THIS PAQ) WITHIN THE TIME, SCHEDULE AND BUDGET CONSTRAINTS SPECIFIED.

11. USE THIS SPACE TO DESCRIBE THE PROPOSED METHOD OF PROVIDING THE OTHER SERVICES REQUESTED IN THIS RFP.

METHOD OF PROVIDING REQUESTED SERVICES (Continued):

12. IF THERE ARE ANY AREAS OF THE REQUESTED SCOPE OF SERVICES THAT YOU ARE NOT ABLE TO PROVIDE, PLEASE EXPLAIN BELOW:

13. USE THIS SPACE TO DEFINE THE LEVEL OF AVAILABILITY OF STAFF FOR PERFORMING THE SERVICES CONTAINED HEREIN, TO INSURE TIMELY PROVISION OF SERVICES TO LUZERNE COUNTY.

BASIS OF COMPENSATION:

- 14.** USE THIS SPACE TO PROVIDE YOUR PROPOSED FLAT FEE AND/OR A PROPOSED PERFORMANCE-BASED FEE AS INDICATED IN SECTION V-COMPENSATION OF THE RFP SCOPE. 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:

Notice to Responders

RFPs will be opened in the Luzerne County Purchasing Department. RFP packages may be obtained at the offices of Luzerne County Purchasing Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at www.luzernecounty.org.

Mary Ann Amesbury is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not acceptable and is grounds for elimination from consideration.

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

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelopes or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

By signing the submitting RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to ninety (90) days of the RFP opening.

The County of Luzerne is an equal opportunity employer.

Luzerne County Manager reserves the right to reject any or all RFPs or any part or items of the RFPs.

Luzerne County advertisement published by the order of:

Romilda P. Crocamo, Esq.
Acting County Manager

REQUEST FOR PROPOSAL
LUZERNE COUNTY MANAGER

Part 1

General Requirements

1-1. Purpose. This RFP is being solicited by Luzerne County for the purpose of soliciting services for **ARP Funding Administration and Grant Management**.

1-2. Issuing Office. This RFP is issued by the Luzerne County Purchasing Department. Questions regarding this RFP can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337. The Issuing Office is the primary point of contact for this RFP.

1-3. Scope. This RFP contains instructions to prospective proposers and specifications governing the solicited **ARP Funding Administration and Grant Management**. Proposals must be submitted to the primary issuing office no later than **Friday, January 28, 2022 at 4:00 PM EST**. Luzerne County is soliciting this RFP to secure **ARP Funding Administration and Grant Management services**.

1-4. Background. The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting proposals from qualified companies registered in the Commonwealth of Pennsylvania. The County desires to obtain the highest quality ARP Funding Administration and Grant Management services at the lowest cost to its taxpayers.

1-5. Rejection of Proposals. Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

1-6. Incurring Costs. Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

1-7. Amendment to the RFP. If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP for which Luzerne County has identified and the amendment will be published on the County's website.

1-8. Proposals. To be considered, proposers must submit a complete response to this RFP. Each proposal must be submitted with one (1) original and three (3) copies to the issuing Office. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign all proposals. For this RFP, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is executed.

1-9. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the proposal.

1-10. Insurance. All Proposers shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

Commercial Automobile Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

Commercial General Liability Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.

Professional Liability Shall include errors and omissions providing \$5,000,000 coverage.

Workers Compensation \$1,000,000 each occurrence.

1-11. Government Experience. Each proposer should detail its past experience in government security with specific reference to success with similar government entities in terms of size and similarities.

1-12. Selection. The County has determined that the selection of the most advantageous offer requires evaluation factors in addition to and other than price. The County shall review the evaluation criteria and evaluate proposals in a manner consistent with the terms and conditions of this RFP and make the selection based on the proposer's responsiveness to the requirements and the conditions described in this RFP, the proposer's overall capabilities and experience, and proposed price. The contract proposal is subject to final approval by Luzerne County Management. The County reserves the right to reject any and all offers. The County specifically reserves the right to negotiate all matters with the individual who submitted a proposal.

1-13. TERMINATION. This agreement can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. In the event that the agreement is terminated, the County will compensate the contractor only for work completed up to the date of termination at the sole discretion of the County. The contractor shall be required to submit all completed work product deliverables up to the date of termination within (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-14. Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

1-15. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

1-16. Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

1-17. Excuses. Neither **VENDOR** nor **COUNTY** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

REQUEST FOR PROPOSAL

COUNTY OF LUZERNE

Luzerne County is soliciting proposals from qualified entities for the provision of administration assistance and grant management specifically related to the American Rescue Plan Act funding.

Interested firms or individuals are invited to submit proposals to the Luzerne County Purchasing Department, Attn: Mary Ann Amesbury, Penn Place Building, 20 North Pennsylvania Avenue, Suite 203, Wilkes-Barre, PA 18711, telephone (570) 820-6337.

Firms should contact Mary Ann Amesbury for more information or questions concerning this RFP at (570) 820-6337 or email at MaryAnn.Amesbury@luzernecounty.org.

I. BACKGROUND AND INTENT

Luzerne County is seeking a professional consulting firm to provide expertise to augment staff capabilities to ensure compliance with federal regulations while maximizing the recovery of and beneficial use of American Rescue Plan Act (ARPA) funding in the local community.

Luzerne County is undertaking the process to select vendor(s) to aid with the grant management and administration of American Rescue Plan (ARPA) funding. The purpose of ARPA is to provide the needed relief to county government for the continued support of COVID-19 public health response and lay the foundation for a strong and equitable economic recovery.

The current source of funding supporting ARPA was allocated from the U.S. Department of Treasury (Treasury) American Rescue Plan Act (ARPA) established by H.R. 1319-American Rescue Plan Act of 2021 (March 11, 2021).

The ARPA funding addresses the revenue loss experienced as a result of the crisis, it will assist with the costs incurred due to responding to the public health emergency and provide support for recovery which include assistance to households, small businesses and nonprofits, aid to impacted industries, and support for essential workers. It will also provide resources for state, local, and Tribal governments to invest in infrastructure, including water, sewer, and broadband services. The funds will be provided directly to Luzerne County; the County has been allocated \$112,890,152.

II. SCOPE OF SERVICES

The consultant shall work closely and collaborate with various Luzerne County departments and agencies to ensure proper use and application of ARPA funds. Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the consultant may be required to perform services and work necessary to complete the following objectives and tasks:

Development and Planning:

- Review existing plan and implement strategies designated to maximize federal assistance by collaborating with Luzerne County staff on project formulation; information gathering; project development (review and refine project's scope, including cost estimating that will be the basis of each project, define measureable performance outcomes and outputs)
- Provide expert programmatic and policy advice on ARPA programs
- Provide support for strategic planning and coordination of all recovery efforts
- Conduct and coordinate community engagements at the request of the County Manager
- Identify potential improvements and maximize public assistance/American Rescue Plan Act funding
- Represent Luzerne County and attend meetings with the County Council, community, stakeholders and U.S. Treasury

Program Coordination, Compliance and Reporting:

- Provide oversight and guidance to guarantee compliance with the U.S. Treasury Interim Final Rule, 2 CFR 200, and assist with any requests for information, justification, and eligibility requirements
- Coordinate and manage reports with Luzerne County staff
- Amend the *Interim Report* as needed and as required by the U.S. Treasury reporting guidelines
- Assist in preparation of the *Project and Expenditures Reports* as required by the U.S. Treasury reporting guidelines
- Coordinate, prepare, and amend the *Recovery Plan Performance Reports* as required by the U.S. Treasury reporting guidelines
- Streamline reporting process to ensure continued compliance and provide post-award grants administration and communicate these requirements to stakeholders to ensure cost recovery and compliance of expenditures using federal funds
- Coordinate with stakeholders and sub-recipients to obtain all cost and necessary back-up documentation to develop, monitor, as well as revise and submit reports
- Generate time extension requests to the U.S. Department of Treasury when necessary so that eligibility is not forfeited.

- Provide detailed and periodic management reports to the Luzerne County Manager on the status of reporting including developments, revisions, submissions/approvals, open issues, financial overview, etc.
- Develop program guidelines, policies, procedures, implementation plans, or other pertinent documents
- Prepare and conduct the close-out process, ensuring maximum retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits
- Prepare for and respond to reviews and audits for on-going and completed projects
- Prepare formal audit responses and justifications; attend associated meetings and hearing as needed
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics)
- Provide written performance and status reports to Luzerne County on the status of the ARPA programs. The performance and status reports should include, but is not limited to, the following:
 - Hours billed and amount invoiced by personnel
 - Interim Report, Recovery Performance Plan, and Project and Expenditure reports development and revisions
 - Identify meetings with Departments/Agencies
 - Issues with Departments/Agencies, report submissions, and resolutions
 - Issues requiring assistance
 - Estimated and actual costs
 - Grant application close-outs

III. INFORMATION REQUIRED FROM INTERESTED PARTIES

Luzerne County is pleased to invite your firm to submit a written Proposal for any or all activities outlined above. In addition, General Instructions, Professional Advice Questionnaire, Notice to Responders, General Requirements, Proposal Blanks, Responders Signature Form and Non-Collusion Affidavit must be addressed in your proposal. All information should be included solely on the attached forms with exception of resumes and organizational charts.

IV. COMPENSATION

Luzerne County will negotiate a flat fee for services with the consultant whose proposal and qualifications are determined to be the most advantageous to Luzerne County, based upon the evaluation of information received from applicants, at a compensation that Luzerne County determines to be fair and reasonable. Should

Luzerne County be unable to negotiate a satisfactory contract with the consultant considered to be the most qualified, the County 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 & TIME OF PERFORMANCE

The agreement(s) is expected to be awarded no later than **March 2022** during a regular meeting of the Luzerne County Council. It is anticipated that the agreement will be in effect for the duration of the grant that is currently **December 31, 2026** with successive one-year options to renew at the same terms and conditions upon mutual approval by both parties.

VI. GENERAL INFORMATION

- The RFP is not to be construed as creating a contractual relationship between Luzerne County and any agency submitting a response to this RFP.
- Luzerne 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.
- Luzerne County may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
- Luzerne 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 Luzerne County deems to be in its or its employees' best interest.
- 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 Luzerne County.
- By submitting a response, the firm represents that it has the ability to meet the requirements outlined herein.
- Firms should contact Mary Ann Amesbury for information or questions concerning this RFP. She can be reached at (570) 820-6337 or email at MaryAnn.Amesbury@luzernecounty.org.
- Interest firms shall submit one (1) original and three (3) copies of their proposal to the County.

After evaluation of the responses, Luzerne County will make its selection based on the response that best meets the needs of Luzerne County, in the sole discretion of Luzerne 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. Luzerne County reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

VII. EVALUATION CRITERIA

Proposals will be evaluated on firm experience, project team, value added services and any additional incentives provided. In addition, the responses provided to the Professional Advice Questionnaire will also be taken into consideration.

VIII. SUBMISSION REQUIREMENTS

Sealed proposals must be submitted no later than 4:00 p.m. on **Friday, January 28, 2022** to:

Luzerne County Purchasing Department
Penn Place Building, Suite 203
20 North Pennsylvania Avenue
Wilkes-Barre, PA 18711

Please submit proposals in a sealed envelope clearly marked “**ARP Funding Administration and Grant Management Proposal.**” Interested firms shall submit one (1) original and three (3) copies of their proposal to the above office.

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

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) with sixty (60) days.

Date: _____ 20_____

Signature-typewritten

Signature-signed in ink

Street

City & State

Zip

Company telephone number

Salesman's telephone number

Company fax number

E mail address

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 Government 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.

Proposal 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 nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the 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 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 noncompetitive proposal
- 9) The above representations are material and unimportant 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 _____