



COUNTY OF LYCOMING

**Lycoming County Executive Plaza
330 Pine Street, Suite 401
Williamsport, PA 17701
Tel: (570) 327-6746
Fax: (570) 320-2111
Email: mtoon@lyco.org**

REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES FOR A LYCOMING COUNTY SUPPORTING HOUSING PROGRAM

Proposers may download proposals by going to www.lyco.org and clicking on Top 10 Links, Request for Bids/Proposals. All proposers are required to contact the Lycoming County Chief Procurement Officer and place their company name on the proposers' list. This will ensure that each proposer receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by the County.

Issued on: April 3, 2015
Final Date for Written Questions: April 17, 2015
Due Date: May 1, 2015

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SECTION 1

NOTICE TO PROPOSERS

Legal Ad
Sun Gazette
To Be Run: April 3rd & 6th

NOTICE TO PROPOSERS

The County of Lycoming is requesting sealed proposals for: Consulting Services for a Lycoming County Supportive Housing Program. Proposals are due by **Friday, May 1, 2015**. Proposals will be opened on in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Proposals shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Proposals must be enclosed in a sealed envelope and marked "**RFP for Consulting Services for a Lycoming County Supportive Housing Program**". All proposals shall remain firm price for 60 days after the date of proposal opening.

A mandatory Pre-Proposal Conference will be held on Thursday, April 9, 2015, at 11:00 a.m. in the Commissioners' Meeting Room in Executive Plaza, First Floor, 330 Pine Street, Williamsport, PA 17701. Attendance at the Pre-Proposal Conference is a prerequisite for submitting a proposal. Proposals will only be accepted from those who are represented at the proposal conference. Attendance at the pre-proposal conference will be evidenced by the representative's signature on the attendance roster.

Questions regarding the Scope of Services to this Request for Proposal shall be directed to Kim Wheeler, Deputy Director for Planning and Community Development, at kwheeler@lyco.org.

Questions regarding the Request for Proposal process and compliance shall be directed to Mya Toon, Chief Procurement Officer, at mtoon@lyco.org.

Proposers may download proposals by going to www.lyco.org and clicking on Top 10 Links, Request for Bids/Proposals.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

COUNTY OF LYCOMING

Tony R. Mussare
Ernest P. Larson
Jeff W. Rauff

Attest:
Matthew A. McDermott
Chief Clerk

SECTION 2

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS

TO BE CONSIDERED, PROPOSALS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO PROPOSERS.

DEFINITIONS

- a) *Proposer:* A firm, agency, individual, or corporation submitting a proposal in response to this RFP.
- b) *Addendum:* A change, addition, alteration, correction or revision to a proposal or contract document.
- c) *Contractor* The party in the contract responsible performing the service defined in the contract.
- d) *Contract Documents:* Consist of the Agreement between the County and the Contractor, terms and conditions, schedule, Scope of Services, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- e) *Contract:* Refers to the contract documents, which form the contract. The contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representatives, or Agreements, either written or oral, including the solicitation and proposal documents. The contract may be amended or modified only by a written modification.
- f) *Request for Proposal:* All documents, whether attached or incorporated by reference, used to solicit competitive sealed proposals.
- g) *Modification:* A written amendment to the contract signed by the County and Contractor, a supplement, a written interpretation issued by the County, a written order for a minor change in the Scope of Services of the contract. A modification may be made only after execution of the written contract.
- h) *Solicitation:* Refers to and includes the RFP, the Instructions to Proposers, the Schedule, the Terms and Conditions, other proposal documents and all attachments etc., issued with the RFP together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to proposal opening.
- i) *Services:* The work identified in this RFP as to be performed by the respondent under the ensuing contract.
- j) *Goods:* The equipment or items identified in this RFP as to be supplied by contractor under the ensuing contract.

- k) *Work:* The required services and required goods.

INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful proposer shall be responsible for the following, through sealed proposals:
- 1) Develop and administer a supportive housing program.
 - 2) Minimize costs to the County.
- b) The County is seeking to identify and select one (1) Respondent to perform the work as listed above. The selected Respondent shall perform work in accordance with the Scope of Services and the RFP.
- c) The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

PROPOSERS' RECEIPT OF THE RFP PACKAGE

- a) The County's Purchasing Department and the Controller's Office are the sole authorities to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a proposal's errors, omissions or misinterpretations resulting from a proposer's use of an incomplete RFP package.
- b) Proposers who have received the RFP package from a source other than the County's Purchasing Department, the Controller's Office, or who have downloaded the RFP package from the County's website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the proposer will receive all communication regarding the RFP such as Amendments and Clarifications.

ISSUING OFFICE AND INQUIRIES

- a) This Request for Proposal (RFP) is issued by Lycoming County Purchasing Department on behalf of the Lycoming County Commissioners. All inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to:

Mya Toon
Lycoming County Chief Procurement Officer
48 West Third Street
Williamsport, PA 17701
(570) 327-6746
mtoon@lyco.org

- b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each proposer to inquire about any aspect of the RFP that is not fully

understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFP until Friday, April 17, 2015, in order for a reply to reach all Proposers before the proposal closes. Any information given to a prospective proposer concerning an RFP will be furnished to all prospective proposers as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

IMPORTANT DATES

Issue Date:	April 3, 2015
Final Date for Written Questions:	April 17, 2015
Deadline for Submitting Proposals:	May 1, 2015
Opening of Proposals:	May 5, 2015
Anticipated Selection of Contractor (tentative):	May 21, 2015
Anticipated Contract Award (tentative):	June 1, 2015

PREPARATION OF PROPOSALS

The County is not liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the County.

SUBMISSION AND RECEIPT OF PROPOSALS

- a) Proposals must be enclosed in a sealed, opaque envelope or other container. The outside of the envelope shall be clearly marked, "RFP for Consulting Services for a Lycoming County Supportive Housing Program."
- b) Proposals must be received by Lycoming County no later than Friday, May 1, 2015, 5:00 P.M. EST. Late proposals shall not be accepted. The County shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the County. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

Lycoming County Controller's Office
Lycoming County Executive Plaza
330 Pine Street, 2nd Floor
Williamsport, PA 17701

- c) **Proposers shall furnish and submit all proposals in accordance with the instructions contained in this RFP package.**
- d) If the proposer submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming proposal security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the proposer in the County's sole discretion may be given 72 hours from the time of the proposal opening in which to provide such information to the County.

- e) The County has the right to waive any and all informalities.

PROPOSAL MODIFICATIONS

Proposals can not be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the proposer to disqualification. The County reserves the right to request information or respond to inquiries for clarification purposes only.

PROPOSAL WITHDRAWAL

Proposers may withdraw proposals at any time up to the scheduled time for receipt of proposals. Proposers desiring to withdraw his/her proposal, must submit the purpose for withdrawal in writing to the County Chief Procurement Officer before the proposal opening deadline. Proposers may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.

ADDENDA

- a) Any explanation desired by a proposer regarding the meaning, clarification or interpretation of the RFP must be requested in writing no later than 5:00 P.M. EST on Friday, April 17, 2015. Answers to questions or acceptance of requested changes to RFP requirements will be provided in an Addendum to the RFP, which will be posted on the County's website (www.lyco.org) and notice of the issuance of the Addendum will be given to all parties recorded by the County as having received the RFP documents from the County's Purchasing Department. Receipt of the Addendum should be acknowledged in the proposal. Although the Chief Procurement Officer will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure all applicable addenda prior to proposal submittal.

PROPOSAL EXAMINATION

- a) Proposers shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the proposer of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- b) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the Scope of Services and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the proposer waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the proposer through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

EVALUATION OF PROPOSALS

- a) Proposals will be evaluated in accordance with the required Scope of Services as listed in this RFP. At the County's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated Scope of Services, proposals will be evaluated for the ability of the proposer to provide, in the County's opinion, the best overall solution to meet the County's objectives.
- b) Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of proposers based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations and/or interviews, the highest ranking proposers will be invited to make such presentations and/or demonstrations. Those proposers that participate will then be scored, and the final ranking will be made based upon those scores.

REJECTION OR DISQUALIFICATION OF PROPOSALS

- a) A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- b) The County reserves the right to waive a proposal's minor irregularities if rectified by Proposer within three (3) business days of the County's issuance of a written notice of such irregularities.
- c) The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the proposer.
- d) Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.
- e) **Any proposer who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible proposer and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**
- f) **The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County**

USE OF PROPOSAL FORMS

- a) The Proposal shall be made on the proposal forms included in this RFP and all applicable blanks on such forms shall be filled in. The forms to be included in the proposal are: Proposal Form, Non-Collusion Affidavit, and Exception Form (if applicable). **A proposer's failure to submit proper documentation may result in the County's rejection of the proposal.**

- b) Any and all documents required by the RFP that require a notarization must include the signature and seal of the notary public as required by the state in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit must be completed and submitted with the proposal. Proposals and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of proposal opening.
- c) For each line item offered, Proposers shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.
- d) Proposals for supplies or services other than those specified or approved will not be considered.

NON-COLLUSION AFFIDAVIT

- a) The County requires that a Non-collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antbid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.
- b) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
- c) Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
- d) If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- e) The term “complementary proposal” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
- f) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

AWARD OF PROPOSAL

- a) Award of any proposal is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.
- b) The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof.

- c) An official letter of acceptance will be forwarded by the County to the successful proposer after proposal selection and prior to contract award.

AGREEMENT / CONTRACT

Upon acceptance and award of a proposer's proposal, the contract between the Proposer and the County shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Proposer) and any attachments thereto, and (c) all written communications between the County and the Proposer concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

EXECUTION OF CONTRACT

- a) The successful proposer must execute a written contract with the County. If the successful proposer fails or refuses to execute the formal contract within ten (10) days of the date of contract award, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

SECTION 3

TERMS & CONDITIONS

TERMS & CONDITIONS

DEFINITIONS AND HEADINGS

- a) *County / County of Lycoming
Vendor / Contractor/ Firm:* The parties identified as such in this Agreement.
- b) *Services:* The work identified in this RFP as to be performed by Contractor under the ensuing contract.
- c) *Goods:* The equipment or items identified in this RFP as to be supplied by Contractor under the ensuing contract.
- d) *Work:* The required services and required goods.

TERM OF CONTRACT

The contract, which results from the award of this RFP, shall commence on June 1, 2015, and terminate on June 30, 2017.

OPTION TO EXTEND CONTRACT PERIOD

The contract may be extended at the proposal pricing, provided mutual agreement by both parties in written form.

OPTION TO RENEW CONTRACT

This contract may be renewed for either a one, two, or three year term at the proposal pricing by mutual agreement of both parties in written form.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the County and the Contractor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

TERMINATION

- a) The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of

termination, less any payments previously made by the County for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.

- b) In the event that either the Contractor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

SUBCONTRACTING

The Contractor shall not subcontract any of its obligations under this contract without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.

EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general Scope of Services, and requirements stated in this RFP, except to the extent that a proposer takes exception to such provisions. To take exception to a provision of this RFP, the proposer must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this RFP that the proposer takes exception to; (b) the specific sentence within such section that the proposer takes exception to; and (c) any alternate provision proposed by the proposer.

TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of proposal award, to commence delivery of goods and/or services pursuant to the award on June 1, 2015.
- b) The Contractor shall deliver goods and/or services on the date of commencement as defined above and achieve substantial completion on before June 30, 2017.
- c) The Contractor must comply with the time of performance.

ADDITIONS OR DEDUCTIONS

- a) The County shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these Scope of Services and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the County and the Contractor, but must be agreed to in writing.
- b) When the County would require additional or extra goods or services that are not listed as part of the proposal package and without invalidating the purchase contract, the Contractor(s) would be required to furnish and deliver the goods and services to the County, at the contractor's standard retail price of said items. This situation would also be in effect for the life of the contract, as listed in the above-mentioned language.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners, and the price fixed and agreed upon before such work is performed.

CHANGES OF SERVICES

- a) The County may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract price, the delivery schedule, or both, the parties shall modify the contract if necessary.

COUNTY FURNISHED PROPERTY

- a) No County property shall be furnished to the Contractor unless so provided in the RFP.
- b) Should the County provide furnished property, it shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- c) The County shall retain title to all County property furnished to the Contractor or purchased by the Contractor for the County under this contract.
- d) The County furnished property shall be used only for performing this contract.
- e) The Contractor shall be responsible and accountable for all County Furnished Property provided under this contract. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of any County Furnished Property in accordance with sound industrial practice.

- f) Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to such property used or consumed in performing this contract.
- g) Upon completing this contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County furnished property, including quantity and condition, of each item furnished under this contract. The County shall advise as to disposition of such property. The net proceeds of the disposal of any such property shall be credited to the contract price or shall be paid to the County.

INSPECTION OF WORK

- a) Inspection of all work may be made by the County Commissioners, their duly appointed representative or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).
- b) The Contractor must notify the designated representative when all work has been performed in conformity with the requirements of this contract.
- c) The designated representative will certify that the Contractor's work has been performed in conformity with the requirements of this contract.

PRICING

The successful proposer warrants the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of sixty (60) days from the date of the proposal opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your proposal includes price increases over the term of the contract, such increases must be clearly indicated in the Proposal Price Schedule.

NEGOTIATIONS

- a) The County reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract.
- b) If the County desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the County enters into negotiations and no contract is reached, the County can negotiate with the other proposers or make no award under this RFP. The County reserves the right to award a contract, if any, without negotiations.

PAYMENT

The County will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the County.

COMPLIANCE WITH LAWS

In the performance of the contract, Contractor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity and Non-Discrimination. Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Contractor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.

GOVERNING LAW

The contract between the County and the Contractor shall be governed in accordance with the laws of the State of Pennsylvania.

INSPECTION AND REJECTION

Services and goods received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Services or goods that are discovered to be non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remedy services and goods without expense to the County. If the Vendor fails, neglects or refuses to do so, the County shall then have the right to obtain such services or goods from another source and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due to the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

OWNERSHIP OF WORK PRODUCT

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Contractor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party’s proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

INDEPENDENT CONTRACTOR AND INDEMNITY

The Contractor shall act as an independent contractor and not as an employee of the County. Contractor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney’s fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Contractor, its subcontractors or its respective agents, servants, or employees or such parties’ failure to perform in accordance with the provisions of the contract resulting from this RFP.

FORCE MAJEURE

If the County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor’s performance for more than thirty (30) days, the County reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the County’s obligation to pay the Contractor for work already completed by the Contractor and the Contractor’s warranty for work already completed.

EVIDENCE OF INSURANCE

- a) The successful proposer, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

Coverage	Limits of Liability
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the County of Lycoming, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Lycoming, Attn: Mya Toon, 48 West Third Street, Williamsport, PA 17701
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

TAX EXEMPTION

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 24-6000733. Net prices shown in the proposal shall exclude such Federal and State taxes.

SUBMITTAL DOCUMENTS

The following documents are required to be submitted with each proposal:

- 1. Proposal Form
- 2. Proposal Price Schedule
- 3. Detailed Information as Listed in the Scope of Work
- 4. Form of Agreement
- 5. Non-Collusion Affidavit
- 6. Exception Form (if applicable)
- 7. Addenda (if applicable)

SECTION 4

SCOPE OF SERVICES

SCOPE OF SERVICES FOR CONSULTING SERVICES FOR LYCOMING COUNTY SUPPORTIVE HOUSING PROGRAM

General

The County of Lycoming will execute an agreement with a Contractor who will serve as the “Lead Agency” to assist the County with a new initiative; The Lycoming County Supportive Housing Program. The Lead Agency will develop and administer this program with and for the County. The Program includes direct housing assistance and program management. The County has received a \$500,000 grant from the Pennsylvania Housing Finance Agency (PHFA) through the PA Housing Affordability Rehabilitation and Enhancement Fund (PHARE) to administer the Program outlined below (\$485K available through this RFP). Estimated program and operating expenses are indicated with each program component. Proposals should reflect these categorical estimates as much as possible, however, budget refinement of the Housing Assistance section is encouraged based on best management practices and advice.

An Advisory Team will be set up by the County to meet, quarterly, to review the program status and examine the outcomes to ensure the expenditures and applicants are maintaining the goals of the program. The County will also monitor, at least quarterly, the progress and status of the program. The Lead Agency will report fiscal and programmatic status at such times.

It is expected that this program will get underway by end of 2015.

Project Background

The Lycoming County Supportive Housing Program will provide financial assistance to those in need as well as housing-related services to help these individuals and families succeed in finding and keeping their housing situation.

It will be a collaboration of approximately a dozen governmental and non-profit agencies with the intention of providing housing stabilization and homeless prevention by offering a full spectrum of human services and financial assistance. It will be able to provide rental assistance (including arrears), security deposits, limited utility assistance, coordinated needs assessment and case management services, job training, a reliable landlord network, and client tracking. The program will provide various levels of assistance depending on the individual or family circumstance. This could include income-based, fixed, declining, and/or bridge subsidies.

Target Population

This program is intended for those at risk of homelessness, those recently experiencing homelessness, for individuals transitioning from correctional facilities, mental health, and other institutions into the rental housing market, and for the working poor who are having trouble making ends meet. It will target households that are at high risk of homelessness but who are most likely to remain stably housed after temporary assistance ends.

The Partnership

The Lycoming County Supportive Housing Program will be supported by over a dozen social and human service providers and governmental agencies that represent and work with clients in need of housing and supportive housing services. In particular, the Housing Coalition of Lycoming County is a local community

planning group of organizations who have, as part of their mission, the goal of ensuring that all county residents have access to safe, decent, affordable and accessible homes.

The Housing Coalition members will be the primary partners in the administration of the Supportive Housing program. This collaborative partnership will work together to seek participants in the program, provide the initial assessment of need, develop a customized supportive program responding to their needs, provide case management, and develop the beneficial landlord relationships and related lease arrangements. The following entities represent the agencies of the Housing Coalition:

- | | |
|---|-------------------------------------|
| YWCA | SCW – <i>Second Chance Works</i> |
| AMC - <i>American Rescue Workers</i> | Family Promise |
| WBDA – <i>West Branch Drug and Alcohol</i> | Consumer Counseling Credit Services |
| TLC – <i>Transitional Living Centers</i> | Salvation Army |
| Lycoming-Clinton Counties Commission for
Community Action (STEP), Inc. | VA – <i>Veterans Affairs</i> |
| MH/ID – <i>Mental Health/ Intellectual Disabilities</i> | Lycoming County Housing Authority |
| Greater Lycoming Habitat for Humanity | City of Williamsport |
| Lycoming County | County Prison and Courts system |
| | Local landlords and Realtors |

The Lead Agency will be expected to enter into a Memorandum of Understanding (MOU) with each Partner Agency that chooses to participate in the Program. The Lead Agency will also oversee the case management of Partner clients related to this Program.

The Program -- Scope of Work

A flexible program design combined with thoughtful targeting will go a long way towards producing successful program outcomes. Ultimately, this program will provide voluntary and flexible supports and services at the right time and level to meet a person’s needs and preferences.

Program Components

Housing Assistance

Eviction Prevention

General Rental Assistance

Long-term Lease Holding

Program Management

Program Coordination

Client-Track

Essential Courses

Eligibility

Eligible participants in Lycoming County’s Supportive Housing Program must meet the following criteria.

- 1) Have no other housing options
- 2) Minimal financial resources or support networks to obtain or remain in housing
- 3) Household income of 200% or less of the Area Median Income (AMI) with a requirement to assist households earning 50% AMI with 30 percent of the PHARE dollars.

- 4) Initial consultation with a caseworker or housing coordinator to determine appropriateness of request and assessment of needs.
- 5) Ongoing program participation based on individual/family needs.

Income eligibility will be determined by the financial status at the time of intake. All verifying documentation will be presented to ensure program eligibility. Additionally, the individual case worker will evaluate the client's household income and program participation on an ongoing basis for the continuance of this program's services.

Priorities

Priorities of the Lycoming County Supportive Housing Program are to first assist:

- 1) Families who are homeless or near homeless due to economic downturn
- 2) Forensic Re-entry (mental health and criminal justice)
- 3) Newly unemployed
- 4) Recently disabled
- 5) Clients identified through collective partnerships
- 6) Homeless or near homeless veterans

All assistance decisions will evaluate and prioritize households whose income/employment would ensure housing stability at the end of their participation in the program. In addition, failure to comply with program requirements will result of termination of all assistance.

Housing Assistance

Depending on the situation of the household in need, there will be more or less supportive housing assistance needed. Some households will need purely financial assistance to make ends meet for a period of time. Some will need assistance seeking a rental unit that meets their needs and can be afforded. Others will need full supportive housing services including someone to act on their behalf with a landlord, enter into a lease with or for them, and help them gain housing stability. Professional assistance by the selected "Lead Agency" will provide these direct housing services.

In all cases of Housing Assistance, the individual or family in need must be sponsored by one of the Agency Partners listed under the *Partnership*.

Eviction Prevention

This program is targeted for renters who already live in safe and affordable housing but that are facing eviction. Qualified households could be eligible for up to 6 months of rental assistance covering their past due rent and future rents to keep them in their home. This situation may include people who have been without income, lost their income, or have inadequate income. The household must have the financial means or the potential means to regain stability in order to pay future rent. Assistance could be in the form of full or partial rental payments for a period of time as the household progresses towards financial responsibility of re- assuming the full cost of their housing. Assistance is contingent on program compliance.

Estimated Budget: \$60,000

General Rental Assistance

This program is targeted towards individuals or families who do not currently have housing. This program addresses the needs of a growing population who have found themselves homeless or detained in an institutional setting due to lack of housing. These situations are more involved as the goal of self-sufficiency is more complex. Individuals or families under this arrangement could be eligible for total rental and housing cost assistance. It may include security deposit, rental payments, and utility bill assistance. The national average for self-sufficiency in these situations is 18 months of subsidy. With the collaborative approach of the Lycoming program, we expect a shortened average time frame of assistance of approximately 13 months.

As the clients obtain employment and progress in the required programs, the amount of total financial assistance will be evaluated and adjusted accordingly. The expected outcome will be for these clients to become self-sufficient and productive citizens.

Estimated Budget: \$260,000

Long-term Lease Holding

This is also known as permanent supportive housing (PSH) or master leasing. It is particularly effective for persons with disabilities who have limited means to organize full life capacities and enter into contractual arrangements on their behalf. This is also very effective for persons coming out of institutions or jail, living in more restrictive settings, or those who are homeless.

Master Leasing, defined, is a legal contract in which a third party enters into a lease agreement and is responsible for tenant selection and rental payments. Under “master leasing” a nonprofit or public agency leases multiple units of housing (could be scattered site units or whole apartment bldg.) from a landlord(s), and subleases the units to low-income tenants. By assuming the tenancy burden, the agency facilitates housing clients who may not be able to maintain a lease on their own due to poor credit, evictions, non-violent criminal history, or lack of sufficient income. The landlord receives a certain monthly payment whether or not the units are occupied. Supportive services can be included in master leasing arrangements.

Because many persons, especially those with a history of criminal charges or incarceration and/or poor rental history, have difficulty leasing a decent rental unit, there needs to be alternative options to get these people into appropriate housing. Several agencies in the county already provide limited leased apartments for their clients, however, this collaborative approach will increase the number of rental units available for people with this need particularly in the tight rental market in the Williamsport area.

The Lycoming County Master Leasing Program sets a goal to support at least twelve (12) long-term leases with area landlords for rental apartments. This would include payment for a security deposit and rental payment for at least the first 12 months. A third party will hold the lease with a landlord or property manager (Lead Agency). The Lead Agency will be responsible for working with landlords on the Master Leasing arrangements with support and initiation (as needed) by Coalition Partners.

Estimated Budget: \$115,000

Program Management

Program Coordination

For a county-wide rental assistance and master leasing program to be effective there must be supportive housing services provided to ensure participants of the program are receiving a comprehensive approach to ensuring long-term success in housing. The collaborative approach by the Lycoming County Housing Coalition partners

will ensure that the essential elements are provided to everyone who enters this program. The focus of the collective staff will be to help a person or family maintain their tenancy and meet their recovery goals. However, because this group of organizations will be collectively operating a joint program, there are new program development costs associated with it.

For the program to have maximum utility, providers and participants of the program(s) need a single point of contact that can coordinate the many facets of this program. The Lead Agency will be the Program Coordinator (or Housing Specialist) of the Supportive Housing Program performing the Program Management role. The coordinator will be responsible for helping the partner agencies with referrals, organizing and managing participant applications, conducting meetings and client interviews, ensuring accurate data in the Client-Track system, troubleshooting problems that come up, executing agreements between agencies and overseeing all tasks related to the Supportive Housing Program.

The Lead Agency may also assume responsibility for master leasing or may sub-contract out for that task. Master leasing will require a third party to enter into a lease agreement and be responsible for tenant selection and rental payments.

A Fiscal Agent will be required to manage the financial obligations of the overall Supportive Housing Program on behalf of the County. In addition, the Fiscal Agent will devise a system of documenting all other funds being leveraged for clients that enter this program.

Estimated Budget for Master Leasing and Coordination: \$30,000

Estimated Budget for Fiscal Agent: \$15,000

Client -Track

This component will be administered by STEP, Inc, therefore proposals should not include a response to this section in their proposal. However, the Lead Agency must enroll and utilize “Client Track” to operate this program.

In Lycoming County, no community-wide database exists for the purpose of sharing information regarding clients receiving services from more than one agency. For purposes of providing the most appropriate and beneficial needs assessment, case management, reporting and tracking of clients, a cross-agency software tool called Client-Track is being pursued. This system allows multiple organizations to provide services to clients and gain a comprehensive understanding of all programs in which a client is enrolled.

With the Client-Track program being utilized by the Supportive Housing Partners, duplication of services would be reduced dramatically and streamlining of the intake, enrollment, and referral processes for clients would create significant efficiencies for the agencies. In addition, the improved data would enable partners to better understand and evaluate community needs and gaps in services. The open communication and transparency between agencies will also allow for increased efficiencies in the service-delivery model.

STEP has a One-Stop system to ensure that all clients are receiving all programs for which they are eligible during their first interaction with their agency. The intention is for this model and process to be expanded to include other agency partners in order to track services that families receive from partner agencies of the Supportive Housing Program. The Client-Track software will need to be customized to include all participating agency’s data sets and set up so that permissions and restrictions of information are appropriately maintained.

Once the initial deployment is completed, a training program will be created for all partner agencies who expect to utilize the system.

This program will pay for five additional agencies from the Coalition to join the Client Track system that STEP is setting up. This will include the first year's annual maintenance costs, setting up the database with their agency's information, and training.

Essential Programs Courses

All participants in the Lycoming County Supportive Housing Program will be required to complete courses and programs determined to be needed in order to successfully become self-sufficient. The program partners will be trained in this needs analysis so that each client, no matter which agency they enter the program through, will be able to accurately assess needs and develop an appropriate program for them. Each client will receive a customized portfolio identifying the courses they need to complete based on their individualized needs assessment. Most courses already exist within the partner agencies; however there will be some new and/or expanded program development and delivery. A small amount of funds are set aside to assist this component of the program delivery.

Examples of courses to be offered include: Budgeting and Finance, Housing Counseling, Housekeeping, How to be a Good Tenant, Parenting, How to be a Potential Homeowner, Job Training, and Re-lapse and Crisis Prevention.

The Lead Agency will determine when and if courses need to be added to the current operating capacities of the Partner Agencies by monitoring the client intake process and client portfolios as well as through coordination with Program Partners.

Estimated Budget: \$5,000

Reporting Requirements

The Lead Agency shall be required to follow the compliance standards of PHARE and PHFA funding requirements, including reporting. Additionally, the Lead Agency shall be required to report successes and outcomes to the Advisory Team on a quarterly basis, which shall include fiscal and programmatic reporting.

Evaluation Criteria

The County of Lycoming will award a contract to the Agency with the most responsive, responsible proposal, which best meets, the needs of the Supportive Housing Program. The County will evaluate proposals using the evaluation criteria outlined below:

Ability – Provide resumes of the staff who will be assigned to the project to show the professional and technical ability to perform the work. Identify who will oversee the Program.

Capacity – Provide evidence of the Agency's ability to perform the work outlined under the Scope of Work.

Experience – Provide documentation of the Agency's experience with similar projects as referenced in the RFP.

Project Approach – Provide documentation explaining how the Agency will carry out the work outlined under the Scope of Work.

Related Work – provide a listing of similar projects/work that the Agency has handled involving similar work programs, or similar size and scope.

Detailed Proposal

The detailed proposal must include information as follows:

1. Cover letter and Agency introduction
2. Explanation of the proposed system and procedures for administering the Programs outlined in the Scope of Work
3. Explain how Lead Agency can leverage resources to maximize best outcomes to encourage sustainability of program.
4. Explain what the Agency’s standard procedure for qualifying people will be for the program.
5. Timeline for program planning, design, and implementation
6. Demonstrate Agency history of working with the targeted population
7. Demonstrate ability to develop and sustain community partnerships for the benefit of the client
8. Evidence of how the Agency meets the evaluation criteria (above)
9. The Agency’s most recent approved fiscal audit
10. Detailed budget per RFP component
11. 501(c)3 status letter
12. Reference(s) and contact information of partners that Agency has worked with to advance programming needs of clients.

SECTION 5

PROPOSAL FORM

PROPOSAL FORM

RFP FOR CONSULTING SERVICES FOR LYCOMING COUNTY SUPPORTIVE HOUSING PROGRAM

Important note to Proposers: It is essential that the submitted proposal complies with all of the requirements contained in the RFP. The undersigned proposer agrees, if this proposal is accepted, to enter into an agreement with the County on the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods or products, hereafter referred to as WORK, as specified or indicated in the contract documents.

This Proposal is submitted to: Lycoming County Controller's Office
Lycoming County Executive Plaza Building
330 Pine Street, 2nd Floor
Williamsport, PA 17701

This Proposal is submitted on _____, 20____.

This Proposal is valid for 60 days from the date of the public opening of the proposals.

This Proposal is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this proposal are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the RFP and this proposal, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Proposal, proposer represents that they have received and examined the following RFP Addendums:

Addendum No	Date
_____	_____
_____	_____
_____	_____
_____	_____

Delivery Schedule

Proposer commits that goods and/or services will be completed no later than June 30, 2017.

Proposal Pricing

Unless items are specifically excluded in the Proposal, the County shall deem the Proposal to be complete and shall not be charged any costs above and beyond the Proposal amount as set forth by proposer herein.

Proposer shall complete Price Schedule. The total shall include unit prices for each item proposal.

Total Proposal Price	\$ _____
-----------------------------	----------

Prices as stated herein shall remain firm throughout the life of the contract.

Authorized Signature of Proposer

The proposal form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

- Sole Proprietorship
- Partnership
- Corporation
- Joint Venture

Proposer attests that:

(1) He/she have thoroughly reviewed the County’s Request for Proposal for Consulting Services for Lycoming a County Supportive Housing Program and that this Proposal is submitted in accordance with the RFP requirements; and (2) He/she are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Proposal for all contingencies.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY’S NAME (printed)

SIGNATORY’S TITLE (printed)

WITNESS’S SIGNATURE (**see note below)

WITNESS’S NAME (printed)

WITNESS’S TITLE (printed)

****For Corporations: The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President’s or Vice President’s signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.**

PROPOSAL PRICE SCHEDULE

FOR CONSULTING SERVICES FOR A LYCOMING COUNTY SUPPORTIVE HOUSING PROGRAM

Products and services not specifically mentioned in this Proposal, but are necessary to provide the functional capabilities described by the Contractor, shall be included as part of the cost elements.

Item	Description	Cost Estimate Amount (\$)
1		
2		
3		
4		
5		
6		
7		
8		
9		

Total proposal price for the above named project, as per the Scope of Services: \$ _____

Proposal Price (Written Out)

When submitting a proposal, place the proposal form sheet as the top page of the proposal package and the proposal price schedule as the second page of the proposal package.

The Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

The undersigned, as proposer, hereby declares that the total project costs as indicated above, includes all necessary work to complete this project in full according to the general Scope of Services contained in the RFP.

Products and services not specifically mentioned, but are necessary to provide the functional capabilities shall be listed and included as part of the cost elements.

The undersigned further understands and agrees that if the County accepts the proposal, no additional funds will be allowed beyond the stated total project costs.

Company Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Fax Number: _____ Email address: _____

Name of person submitting proposal: _____

Signature: _____ Date: _____

SECTION 6

FORM OF AGREEMENT

FORM OF AGREEMENT

ARTICLE 1. CONTRACT AWARD

CONTRACTOR shall complete and submit a W-9 Form upon contract execution, as attached hereto. The Form shall be completed and submitted to the Office of Fiscal Services.

ARTICLE 2. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Consulting Services for a Lycoming County Supportive Housing Program.

ARTICLE 3. CONTRACT TIME

The Work in accordance with this Agreement shall be completed no later than June 30, 2017.

ARTICLE 4. CONTRACT PRICE

COUNTY shall pay CONTRACTOR for completion of the Work in accordance with CONTRACTOR'S proposal, which is attached hereto. COUNTY shall pay CONTRACTOR net thirty (30) days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit requests for payment to the Office of Fiscal Services and to the attention of the Director of Fiscal Services with appropriate supporting documents.
- 5.2 CONTRACTOR shall have the option to receive payment via Automated Clearing House (ACH) for invoices billed to the COUNTY. The ACH Request Form is attached hereto and shall be completed and submitted to the Office of Fiscal Services upon contract execution.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda listed) and the other related data identified in the Bidding Documents including "technical data".
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

- 6.4 CONTRACTOR is aware of the general nature of the Work to be performed by COUNTY and others at the site that relates to Work for which this proposal is submitted as indicated in the Contract Documents.
- 6.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work, consist of the following:

- 7.1 Notice to Proposers
- 7.2 Instructions to Proposers
- 7.3 Terms and Conditions
- 7.4 General RFP Scope of Services for Consulting Services for a Lycoming County Supportive Housing Program.
- 7.5 Proposal Form
- 7.6 Proposal Price Schedule
- 7.7 Form of Agreement
- 7.8 Non-Collusion Affidavit
- 7.9 Exception Form (if applicable)
- 7.10 Addenda (if applicable)

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between the parties.

ARTICLE 8. MISCELLANEOUS

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary, in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

COUNTY and CONTRACTOR each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to COUNTY and CONTRACTOR.

This Agreement will be effective _____, 20.

COUNTY OF LYCOMING

Tony R. Mussare, Chairman

ATTEST:

Matthew A. McDermott, Chief Clerk

Ernest P. Larson, Vice Chairman

Jeff W. Rauff, Secretary

ATTEST:

CONTRACTOR

(Company Name)

(Company Address)

(Signature)

(Title)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number		
	-	
	-	

Employer identification number		
	-	
	-	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**COUNTY OF LYCOMING
DEPARTMENT OF FISCAL SERVICES**

48 West Third Street
Williamsport, PA 17701
Telephone: (570) 320-2113
Fax: (570) 320-2111
www.lyco.org



COMMISSIONERS

Jeff C. Wheeland
Chairman

Ernest P. Larson
Vice-Chairman

Tony R. Mussare
Secretary

Beth A. Johnston
Director Fiscal Services

Mya D. Toon
Chief Procurement Officer, CPPB

Kristen Kitchen
Clerk III

Lycoming County now offers direct deposit of invoice payments to your checking or savings account, with e-mail notification of all payments. If you are interested please fill out and return this form.

ACH REQUEST FORM (Note: e-mail address for your company is essential!)
(Please print or write clearly)

Company Name:	
Authorized Signature:	
Person providing information:	
Date:	Contact Person:
Telephone Contact #:	Fax Contact #:
Bank Name:	Bank Routing #:
Checking Account #:	OR Savings Account #:
E-mail address:*	
<p>THIS IS ESSENTIAL FOR ACH PAYMENT. (This will be used to notify you / your company of payments.) *E-mail will be sent to this address listing information on the transfer (invoice #, date and amount of transfer)</p>	
There will be two pre-notes to verify the bank information before an actual transfer of funds.	

Return this form to:
Lycoming County Fiscal Services
Accounts Payable
48 W. Third Street
Williamsport, PA 17701

For further information or questions contact Lori Weston at (570) 320-2103 or lweston@lyco.org.

SECTION 7

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antirigging Act, 62 Pa.C.S.A. § 4501, et seq, government agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.

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

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately in behalf of each party.

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

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal _____

State of _____

County of _____

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

I state that:

1. 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.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. 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.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County of Lycoming 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 the County of Lycoming of the true facts relating to the submission of proposals for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of lack of responsibility.

Name: _____

Signature: _____

Title: _____

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

Notary Public

My Commission Expires: _____

SECTION 8

EXCEPTION FORM

EXCEPTION FORM

Section Number	Explanation