

**REQUEST FOR QUALIFICATIONS**  
**FOR COMMUNITY DEVELOPMENT PLANNING AND CONSULTING SERVICES**  
**FOR THE CITY OF PITTSTON, PA**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**2025, 2026, 2027**

The City of Pittston, PA (hereinafter referred to as the "Community") is eligible to apply for funds under the Pennsylvania Department of Community and Economic Development (DCED) Community Development Block Grant (CDBG) Program

for Fiscal Years 2025, 2026 and 2027. The Consultant may also be requested to provide services relative to preparation of an application and technical services related to CDBG including, but not limited to: Planning, Infrastructure, Economic Development, and CDBG, COVID-related programs, and Federal "HOME" Programs.

Under said Programs, the Community intends to undertake certain activities requiring the professional services of a qualified Community Planner, with services to be paid for with Federal Fiscal Years 2025, 2026 and 2027 funds which the Community may receive from DCED. The Community Planner will be retained in accordance with the applicable State and Federal Procurement Standards which require the receipt of competitive proposals for the services to be provided.

**SPECIFIC SERVICES REQUIRED**

The Community is requesting a proposal for the following services:

1. The preparation of CDBG programs and applications, as determined by the community for each Fiscal Year for 2025, 2026 and 2027 for the City of Pittston, to be submitted to the Pennsylvania DCED, which fully meet DCED and HUD requirements. Said work shall include the preparation of a required three-year plan and shall include assistance in the formulation of the programs to be submitted to DCED and also in meeting all requirements for citizen participation and public notices and hearings for completion of all required forms, schedules and supporting data and for assistance in securing all required approvals needed to submit the applications and also attendance at all required meetings. The program and applications will be prepared by the Community Planner over a three-year period only after authorization to proceed is issued by the Community in accordance with future schedules and requirements to be established by DCED for each program year.
2. If the applications are approved, the Consultant will also be requested to provide the following services:
  - a. Necessary implementation activities including necessary administrative services, preparation of environmental review records, preparation of performance reports and advice required to insure compliance with other Federal or State regulations and

preparation of necessary financial management reports, budget revisions and modifications and other information required by DCED or the Community. This includes:

- i. Preparation of any studies required by the Commonwealth (such as fair housing analysis, section 504 self-evaluation, section 3 plan, procurement policy, etc.)
  - ii. Preparation of reports as may be required from time to time by DCED
  - iii. Advice and assistance in carrying out specific program activities including compliance with Federal and State regulations and providing monthly updates on all Federal Statues, circulars, executive orders, and regulations which relate to the CDBG Program. Also, oversight of activities to ensure compliance.
  - iv. Provide technical assistance with Section 108 Loan Program and the CDBG program.
- b. Required Community Development Planning Services, including the preparation and implementation of plans and programs and other services related to the activities required by the approved program, relative to public facility improvements, housing rehabilitation delivery and advisory activities, economic development activities and other planning items required by the approved application.
  - c. Attendance at periodic meetings with the community and other officials, including presentation to the public if required.
  - d. Technical assistance in implementing DCED policies including program income, program income re-use, IDIS administration, HOME and CDBG project administration and policy-related questions regarding compliance, recordkeeping, Environmental Reviews, labor compliance, etc.
  - e. Assistance with modification and revision requests through DCED in addition to the annual DCED application for CDBG and/or HOME funding.
3. The Consultant may also be requested to provide services relative to preparation of an application and technical services related to the City's community development goals including, but not limited to: Planning, Infrastructure, Economic Development and CDBG, and Federal "HOME" Programs.
  4. The Consultant may also be required to provide technical services. as applicable, in regards to an ongoing HOME rehabilitation program

#### **INFORMATION TO BE INCLUDED IN THE PROPOSAL/ FACTORS FOR AWARD/ EVALUATION CRITERIA**

All proposals shall contain the following information:

1. Qualifications and experience of the firm applicable to the services to be carried out.

Prior community development projects, "HOME" assisted projects and special economic development projects such as projects involving HUD loan guarantees and/or State Tax Incremental Financing in which the firm has had a major involvement, including contact person and phone number for each referenced job.

2. Length of time the firm or organization has been in existence.

3. Qualifications and experience of key personnel assigned to the program including identification of membership or certifications recognized by planning or other professional organizations.

4. Knowledge and experience of conditions in the community.

5. Identification of special characteristics of the firm to determine if the firm qualifies as a Small Business Firm, a Minority Owned Business Firm, a Woman Owned Business Firm, a Labor Surplus Area Business Firm or a Section Three Business Firm.

6. An outline of the offeror's fee structure or range of fees and other charges.

The firm shall also include a "not to exceed" figure for the work described above for each program year or for any work activities to be negotiated. The firm shall indicate the basis on which the compensation will be provided. This must include a willingness of the firm to negotiate a lump sum "not to exceed" fee for the services to be performed and, where applicable, to indicate the per diem rates to be charged for specific services, including cost of personnel and other expenses.

## **FACTORS FOR AWARD**

The Redevelopment Authority will review each proposal and consideration will be given for the most qualified firm, price and all the other factors considered in accordance with the criteria identified below.

The selection criteria are as follows:

- I. Evidence of experience of a similar nature ..... (25 Points)
- II. Understanding the various regulations as they apply to the federal grants programs ..... (20 Points)
- III. Qualifications, Experience and Time commitments of Proposed Project Coordinator and Technical Staff..... (25 Points)
- IV. Participation by Small Minority, Women, and Section 3 Firms .....(10 Points)
- V. Compensation ..... (20 points)

Fees for the Community Planning Firm will be negotiated as follows:

- 1. The highest-ranking firm will prepare a detailed scope of services for all of the activities agreed upon which are to be undertaken and will indicate cost and man hour breakdown for each item and a total "not to exceed" amount for each project.

2. Said scope of services will be reviewed by the Community, and a cost and "not to exceed" figure will be determined.

The final selection will be contingent upon the willingness of a firm to negotiate a "not to exceed" fee which meets both the budget and the approval of the Community, is fair and reasonable with respect to the services to be provided and offers the expeditious completion of all services required.

Proposals will be reviewed by representatives of the City and the Redevelopment Authority. Telephone and on-site interviews may be conducted by the Community at its option and the Community reserves the right to conduct negotiations and to request oral presentations.

In sum, the contract will be awarded to the responsible offeror whose proposal is within the competitive range and determined to be the most advantageous to the Community, price and all other factors considered. The factors to be considered and the method to be utilized in the evaluation of the proposals and selection of the contractor are set forth above.

It is required that all project activities be carried out in accordance with applicable Federal, State and local laws and regulations.

The City of Pittston, PA reserves the right to reject any and all proposals, or parts of proposals, at its discretion.

The City of Pittston, PA is an affirmative action/equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

Proposals are to be submitted on or before Tuesday, November 26<sup>th</sup>, 2024 at 1 p.m. to the following address:

Redevelopment Authority  
Of the City of Pittston  
Suite 202 ATTN CONSULTANT RESPONSE  
35 Broad Street  
Pittston, PA 18640

SECTION 3 CERTIFICATION FOR BUSINESS CONCERNS  
AND DEMONSTRATION OF CAPABILITY

Name of Business \_\_\_\_\_ Phone: \_\_\_\_\_

Address of Business \_\_\_\_\_ FAX: \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of Business:  Corporation  Partnership  
 Sole Proprietorship  Joint Venture

Attached is the following documentation as evidence of status (Select one category, A, B or C):

- A. For a business claiming status as a Section 3 resident-owned enterprise:
- Copy of public housing resident lease  Copy of receipt of public assistance (Section 8)  
 Copy of evidence of participation in Sec 8 rent assistance program  Income documentation with income under 80 of median adjusted for family size
- B. For a business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:
- List of subcontracted Section 3 business(es) and subcontract amount
- C. For a business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
- List of all current full-time employees  List of employees claiming Section 3 status  
 Public Housing Residential lease less than 3 years from day of employment  Other evidence of Section 3 status less than 3 years from date of employment

All businesses will be required to submit the following as applicable:

- Copy of Articles of Incorporation  Certificate of Good Standing  
 Assumed Business Name Certificate  Partnership Agreement  
 List of owners/stockholders and % ownership of each  Corporation Annual Report  
 Organization chart with names and titles and brief function statement  Latest Board minutes appointing officers  
 Additional documentation

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement  
 Statement of ability to comply with public policy  
 List of owned equipment  
 List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name  
(Please print)  
Attested by:

\_\_\_\_\_  
Signature (Applicant)

(Corporate Seal)

*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Appendix II*

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, **must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Public Body shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Public Body, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Contract by the Contractor, and the Public Body may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Contractor is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Public Body as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

- (C) **Equal Employment Opportunity.** (applicable to all construction contracts over \$10,000)

During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited

to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.

**Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

**Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- (D) **Davis-Bacon Act**, as amended ( 40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( 40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions
- (E) **Contract Work Hours and Safety Standards Act** applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act** ( 42 U.S.C. 7401- 7671g.) and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended -

Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:

- a. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.



**(H) Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

**(I) Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials.**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(K) Section 3 of the Housing and Urban Development Act of 1968** (12 U.S.C. 1801 u).

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income

persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**Reference:** Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Contractor