



American Planning Association  
**Pennsylvania Chapter**

*Making Great Communities Happen*

**REQUEST FOR PROPOSALS  
LEGISLATIVE MONITORING  
CONSULTING SERVICES**

**DUE DATE: February 15, 2019**

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## **INTRODUCTION**

The Pennsylvania Chapter of the American Planning Association is soliciting proposals from firms who are interested and qualified to provide Legislative Monitoring Consulting Services. It is the intent of the Pennsylvania Chapter of the American Planning Association to select a single consultant to accomplish all services outlined in this Request for Proposals.

You must email one (1) electronic proposal in the format prescribed herein to our Legislative Committee Chair, Ed LeClear (elecclear@statecollegepa.us). No paper proposals will be accepted. Please be aware that the email address for submittal is governed by a spam filter and may require attention to ensure the necessary steps are taken for address confirmation.

Responses will be accepted until **4:00 p.m. EST on February 15, 2019.**

### **Schedule of Important Dates**

The tentative schedule for this Request for Proposal is as follows:

Release RFP to Vendors – January 16, 2019

Deadline for Questions and Inquiries – January 30, 2019

Proposal Submission Deadline – February 15, 2019

Contract Evaluations/Negotiations – February/March 2019

Earliest Award by Chapter – March 1, 2019\*

Earliest Date for Installation – March 1, 2019

\*Contingent upon the dates of the APA-PA board meetings in 2019.

### **Receipt of Proposals**

The submitted Proposal(s) must be received by the Legislative Committee Chair, Ed LeClear, prior to the time and date specified.

### **Questions and Inquiries**

Questions and inquiries about this Request for Proposal should be directed to: Ed LeClear, Legislative Chair, Pennsylvania Chapter of the American Planning Association at 814.234.7109.

### **Reservations**

The Chapter reserves the right to accept or reject any or all Proposals because of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposals if found in the best interest of the Chapter. All Proposals become the property of the Pennsylvania Chapter of the American Planning Association.

### **Reimbursements**

There is no express or implied obligation for the Pennsylvania Chapter of the American Planning Association to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposals. The Pennsylvania Chapter of the American Planning Association will not reimburse responding firms for these expenses, nor will the Chapter pay

any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Communication**

The Chapter shall not be responsible for any verbal communication between any member or administrator of the Pennsylvania Chapter of the American Planning Association and any potential firm. Only electronically submitted requirements and qualifications will be considered.

### **Management**

Should there be a change in ownership or management, the contract shall be canceled unless an agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

### **Payment Terms**

Invoices must be submitted by the vendor to the Pennsylvania Chapter of the American Planning Association at intervals agreed upon mutually by the Chapter and consultant. All invoices to be paid in the same manner. The Pennsylvania Chapter of the American Planning Association is not responsible for withholding or paying federal, state or local taxes; nor will it provide any other employee benefits. The consultant will also hold The Pennsylvania Chapter of the American Planning Association free and harmless for any obligations, costs, claims, judgments, attorney's fees and attachments arising or growing out of consultants' failure to pay said taxes.

### **Negotiations**

Negotiations may be conducted with responsible offeror(s) who submit Proposals that are reasonably susceptible of being selected. All firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a telephone presentation and/or interview with the Selection Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

### **Disclosure**

There will be no disclosure of contents to competing firms, and all Proposals will be kept confidential during the negotiation process.

### **Award of the Contract**

Award of the contract shall be made to the responsible offeror whose proposal is determined to be the highest evaluated offer resulting from negotiations ensuring the broadest spectrum of quality services provided, taking into consideration the relative importance of price and other factors set forth in this request for qualifications. The maximum award for this contract is \$6,500.

## **ABOUT THE CHAPTER**

### Structure

The Pennsylvania Chapter of the American Planning Association is a 501 (c) (3) nonprofit, non-partisan organization for professional planners, planning officials and those interested in the function and profile of planning in the Commonwealth. The organization is a chapter of the American Planning Association (APA). Approximately 2,500 members strong, the Pennsylvania Chapter works to promote planning at all levels of the Commonwealth through trainings, an annual conference, legislative monitoring, and public awareness efforts. Pennsylvania Chapter of APA members collaborate with various statewide and regional groups with shared values and goals.

The Chapter is organized into six sections which provide local service to members and others through program meetings, local workshops, newsletters, and announcements. The Chapter is operated by an administrative contractor and a volunteer Chapter board consisting of a President, Executive Committee, and various other committees including the Legislative Committee. All correspondence and communication related to this contract will be coordinated through the Chapter's Legislative Chair.

The Legislative Committee is charged with monitoring and notifying the membership regarding pertinent pending legislation as well as evaluating and recommending action by the State Chapter.

### **Contract Terms and Conditions**

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

#### **Indemnification**

"It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the Chapter, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party."

#### **Release**

"The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Chapter, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether

said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.”

## **SCOPE OF WORK**

### **Purpose**

The Pennsylvania Chapter of the American Planning Association invites all interested, qualified firms to submit a proposal to provide professional consulting services for the purpose of advising the Pennsylvania Chapter of the American Planning Association in legislative matters at the State level for issues identified by Chapter’s Legislative Committee with input from the Chapter’s Board and Executive Committee. Tasks will be performed in accordance with the terms, conditions, and scope of work identified in this Request for Proposal (RFP) as it affects the agenda and goals of the Chapter.

### **Scope**

The successful firm will provide legislative monitoring and very limited, if any, lobbying services at the State level to assist the Pennsylvania Chapter of the American Planning Association in advancing its legislative agenda to raise the profile of planning and planning-related initiatives in the Commonwealth of Pennsylvania. The legislative advisory services shall include, but not be limited to: monitoring of relevant legislation, organizing and curating the information by identified issues for distribution to Chapter membership and working with Legislative Committee membership (specifically designated Issue Experts) to identify and evaluate legislation poised to move forward for a vote in committee or on the floor.

The successful firm must agree to be available at all times upon reasonable request to meet by phone and occasionally in person with Chapter leadership and others as specified in order to perform duties. It is expected that the successful firm will review and understand the agendas of the House and Senate leaders regarding issues that affect the function of planning.

The successful firm will work collaboratively with the Pennsylvania Chapter of the American Planning Association Legislative Committee to identify, track and report on legislation pertinent to and impacting the issues related to priorities and responsibilities of the American Planning Association and the Pennsylvania Chapter.

This agenda will include areas of statewide and municipal planning, with functions including but not limited to:

## **TASKS**

1. Review on a continuing basis all existing and proposed state policies, programs, and

Legislation of interest to the Pennsylvania Chapter of the American Planning Association. Identify those issues that may affect the Chapter or its interests, and regularly inform the Chapter on these matters. Provide legal advice and legislative expertise to the Legislative Committee in its interaction with state and local officials.

**2.** Identify timely local, state and federal planning issues of interest to the Chapter and monitor action on these initiatives - advise the Chapter when they may need to take action on these items.

**3.** Provide to client, in a timely manner following introduction or amendment, copies of all legislation which may potentially affect the client's interests, along with analyses of that legislation.

**4.** Identify and prioritize issues of interest to the Pennsylvania Chapter of the American Planning Association, including but not limited to the Pennsylvania Municipalities Planning Code and other land-use, environmental, transportation, housing and development related topics.

When the Legislature is not in Session, the successful firm shall provide periodic reports on issues of interest or concern to the Chapter. Such information may include, but not necessarily limited to: action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

## **DELIVERABLES**

**1.** While the Legislature is in session, a written summary report shall be submitted monthly detailing legislative action taken during the past four weeks; status of legislative issues, anticipated action for the upcoming month, along with suggestions for Chapter staff to take. This report must be tailored to the Pennsylvania Chapter of the American Planning Association. Unmodified reports from external legislative monitoring services are not acceptable.

**2.** A minimum of four (quarterly) meetings will be required by telephone to provide counsel and assist in the development of the Chapter's State Legislative Program. Status updates will be presented to the Chapter's Council at those meetings and as-needed or required throughout the term of the Contract.

**3.** Assist in the development and evaluation of strategy for the support, opposition, or amendment of pending legislation.

**4.** Ability to counsel Chapter members who may appear and testify before agency hearings, rule making proceedings and other administrative agency or legislative meetings to promote, oppose, and seek passage of legislation affecting the Chapter or its interests.

5. Provide written monthly updates and quarterly status reports on the firm's achievements as they relate to the goals and objectives set forth in the Chapter's legislative agenda.

6. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other State or local policies or programs that affect the Chapter and its interests either directly or indirectly.

7. The consultant shall assist with a written report that summarizes the status of the Chapter's legislative accomplishments within one (1) week of the closing of the session and assist with a more detailed final written report on specific legislation and new requirements affecting the Chapter to complete the session-end report.

## **FORMAT REQUIREMENT**

The Pennsylvania Chapter of the American Planning Association requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

### **A. Qualifications and experience**

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

2. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

3. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.

4. The same information must be provided for any associate firm or sub-consultant, if applicable.

5. Describe five (5) instances in which your firm was successful in diligent monitoring, alerting a client to of similar size and legislative needs to pressing issues upon which the organization in question was able to proactively respond and affect the outcome of an initiative. The Pennsylvania Chapter of the American Planning Association is interested in (but not limited to) the following areas:



6. Specify the firm's area of expertise and how those strengths will benefit the Pennsylvania Chapter of the American Planning Association.

7. Specify what unique characteristics set the firm apart from others who perform the same or similar functions.

8. Provide a detailed fee schedule. **"A la carte" listing of services with related fees will be looked upon favorably.** Express your administrative fee in a lump sum not-to-exceed maximum amount and separate price for travel and related expenses (if applicable). Firm shall incur no travel or related expenses chargeable to the Chapter without prior approval by an authorized Chapter representative.

## EVALUATION FACTORS

After receipt of proposals, the Pennsylvania Chapter of the American Planning Association will use the following criteria in the selection process:

40% Qualifications and experience

30% Services provided within the awarded amount of the contract

25% Methodology including technical approach and understanding of the scope of the project.

5% References

Consultants may submit proposals based on a lump sum basis payable monthly or quarterly over the course of the year with an hourly fee for each principal. All proposals must include a maximum not-to-exceed amount. Expenses not specifically itemized will not be considered.

Proposals must include a narrative description of the Firms' plan for accomplishing the work and services to be provided to the Chapter.

Proposals must indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining major tasks and responsibilities time frames, and staff assigned for each category of the scope of work identified in this RFP.

Proposals shall identify progress reports that will be made available during the process and key decision points.

Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the Chapter. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.