

Request for Proposal

**INDEPENDENT CONTRACTOR ATTORNEY
ACE CODE ENFORCEMENT
Ref #121817RFPSOL**

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: 4:00 p.m. January 19, 2018
Luzerne County Purchasing Department
Attention: Mark A. Zulkoski
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes Barre, Pa 18711
570-820-6337
Mark.zulkoski@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).
All RFPs must be delivered by the time stated in the bid packet.
All RFPs must be delivered to the:

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

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

ATTENTION:

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



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

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

RFP Name _____
Company Name _____
Reference # _____

Responders who use USPS Services, PLEASE NOTE:

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

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

GENERAL INSTRUCTIONS TO RESPONDENTS

1. All prices shall include delivery. Orders only place, after receipt of a formal purchase order issued by the Purchasing Department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
9. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
10. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
11. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.
12. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
14. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
15. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
16. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.

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

Notice to Responders

Sealed RFP proposals must be submitted to the Luzerne County Purchasing Department, c/o Mark A. Zulkoski, 20 North Pennsylvania Avenue, Wilkes Barre, PA, 18711 by **4:00 p.m. (Prevailing time) January 19, 2018**

**INDEPENDENT CONTRACTOR ATTORNEY
ACE CODE ENFORCEMENT
Ref #121807RFPSOL**

RFPs will be opened in the Luzerne County Purchasing Department.

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

Mark Zulkoski is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not actable and is grounds for elimination from consideration.

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

Failure to follow these instructions may result in RFP rejection.

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

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place,

It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

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

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

The County of Luzerne is an equal opportunity employer.

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

Luzerne County advertisement published by the order of:

C. David Pedri, Esq.
County Manager

SECTION 1: Project Objective and Instructions

1.1 Project Objective

It is the purpose of this Request for Proposal (RFP) to obtain proposals from qualified attorneys to provide legal services for the Accountability, Conduct and Ethics Commission ("ACE Commission") as independent contractors to enforce the provisions of the Accountability, Conduct and Ethics Code ("ACE Code") for a period of one year with three one year options to renew. Luzerne County is looking to contract with three (3) attorneys as a result of this RFP in accordance with Section 104.10 of the ACE Code.

1.2 General

The successful Vendors will be required to sign one year contracts with the County of Luzerne with three (3) one year options to renew upon mutual consent of the parties. The successful Vendors will receive compensation as independent contractor at the hourly rate not to exceed \$140 per hour with the annual cap of \$21,000. Vendor shall carry legal malpractice insurance. Vendor shall submit no other bills or invoices to the County in conjunction with this contract. Vendor shall receive no other compensation or benefits as a result of this contract.

1.3 Proposal Preparation Costs

The Vendor is responsible for any cost associated with the development, preparation, transmittal, and submission of any proposal or material submitted in response to this RFP. Neither the County of Luzerne nor the ACE Commission assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a proposal by a respondent, the evaluation of proposals, or the selection of any respondent for further negotiation.

1.4 Addenda to this Request for Proposal

Neither the County of Luzerne nor the ACE Commission will be responsible for oral interpretations given by any of its employees, representatives, or others. **The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given.** If any addenda are issued to this RFP, Luzerne County will attempt to notify all prospective Vendors who have secured the RFP. However, it will be there responsibility of each Vendor, prior to submitting the competitive proposal, to contact the Purchasing Director listed in Section 1.6 to determine if addenda were issued and to make it such addenda a part of its competitive proposal.

1.5 Proposal Submittal

One (1) original and four (4) copies of all responses/proposals are due by **Friday, January 19, 2018 at 4:00 PM EST.** These responses are to be delivered in a sealed envelope marked with the Respondent's name, address and noted "**ACE Enforcement Attorney**". At least one copy must be unbound.

**PURCHASING DEPARTMENT
PENN PLACE BUILDING,
SUITE 203, 20 NORTH PENNSYLVANIA AVENUE,
WILKES BARRE, PA 18711**

1.6 Questions Regarding this Request for Proposals

Any Questions about this RFP must be referred to:

Mark Zulkoski
Purchasing Director
570-820-6337
mark.zulkoski@luzernecounty.org

1.7 Format for Proposals

All Vendors are advised to read this RFP in its entirety. Failure to read and/or understand any portions of this RFP shall not be cause for waiver of any portion of this RFP.

All responses to this RFP must include the following:

1. Cover letter detailing experience handling legal matters in a prosecutorial or quasi-prosecutorial role, experience with municipal entities;
2. Resume;
3. Three Professional References;
1. Bidder Signature Form (attached);
2. Proposal Form;
3. Notarized Non-Collusion Affidavit (attached).

1.8 Award Criteria

Proposals shall be evaluated according to the following general guidelines and other relevant considerations as determined by the ACE Commission:

1. Applicant must possess a Juris Doctorate from an accredited law school and be a member in good standing of the Bar of the Supreme Court of Pennsylvania.
2. Applicant must show strong oral and written communication skills and have a proven track record of handling numerous court hearings and/or trials with the ability to handle a large case load with time constraints.
3. Applicants must be able to investigate claims and prepare cases and make recommendations to the ACE Commission. Further, applicants must be able to meet with Luzerne County employees, and witnesses at Luzerne County offices, if necessary for preparation.

1.9 Vendor Qualifications and References

All vendor qualifications will be evaluated to determine the entity which, in the sole judgment of the County, will best fit our needs.

All Vendors must provide a list of at least three (3) professional references. This list must include:

- The name of the contact person familiar with your services.
- The telephone number of this contact person.

1.10 General Information

1. This RFP is not to be construed as creating a contractual relationship between the County and any Firm / attorney submitting a response to this RFP.
2. The County / ACE Commission shall have no obligation or liability to any of the firms / attorneys responding to the RFP. All costs associated with responding to this RFP are borne solely by the respondent.
3. The County / ACE Commission reserves the right to reject any/or all responses, to modify the scope, and to negotiate with the one or more of the respondents, and to waive any /all requirements which the County deems to be in its or its employees best interest.
4. By submitting a response, the Firm represents that it possess the technical capabilities, financial resources and personnel necessary to provide the service requested by this RFP.
5. Luzerne County / ACE Commission reserves the right to call in any number of firms / attorneys for private interviews to aid in the selection process as well as negotiate an hourly rate with select attorneys / firms.
6. All proposals must remain valid for a minimum of one year from the proposal due date.

After evaluation of the responses, the ACE Commission will select three attorneys having the proposal which best meets the needs of the ACE Commission. This RFP is not intended to create a public bidding process, and the proposal with the lowest quoted fee will not necessarily be accepted, nor will any reason for rejection of any proposal be indicated. The County / ACE Commission reserves the right to privately negotiate with any firm / attorney with respect to review outlined in this RFP.

1.11 Completeness of Response

Failure to include in the proposal all information requested in this RFP may be cause for rejection of the proposal.

1.12 Non Collusion Affidavit

All Vendors must sign a Non-Collusion Affidavit as provided in this RFP. This must be signed by the Vendor.

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

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

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

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

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

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

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

Return to Purchasing Department

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

I UNDERSTAND THAT THE FEE FOR MY SERVICES IS SET AT \$140 DOLLARS PER HOUR. I UNDERSTAND THAT THE MAXIMUM BILLING POTENTIAL IS \$21,000 PER YEAR.

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

Date: _____ 20 _____

Signature-typewritten

Signature-signed in ink

Street

City & State

Zip

Company telephone number

Salesman's telephone number

Company fax number

E mail address

Non Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- 1) She/he is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- 2) She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- 3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- 4) Neither the said nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way collided, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5) The price(s) and amount of this proposal, have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- 6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- 7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- 8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal
- 9) The above representations are material and unimportant, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____

Name

Title

My commission expires _____