

Request for Proposal

Guardian Ad Litem

LUZERNE COUNTY
CHILDREN AND YOUTH SERVICES
JUVENILE PROBATION SERVICES

LUZERNE COUNTY PENNSYLVANIA
Calendar Year Beginning 1/1/18 Ending 12/31/18

The term of any agreement that is awarded to a successful responder to this RFP shall, at the sole election of Luzerne County, be for a term from January 1, 2018 to December 31, 2018.

DUE DATE: December 28, 2017 at 4:00 pm

**Luzerne County Purchasing Department
c/o Mark A. Zulkoski
20 North Pennsylvania Avenue, Wilkes Barre, Pa 18711**

REFERENCE NUMBER: 121217RFPCY

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

Failure to follow these instructions will result in RFP rejection.

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 Bldg.
Suite 203
20 N. Penn 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. 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.

LUZERNE COUNTY, PENNSYLVANIA

I. INTRODUCTION

A. General Information

Notice of Invitation – Luzerne County Children and Youth/Juvenile Probation Services invites qualified agencies or attorneys to submit a proposal to provide Guardian Ad Litem services for calendar year January 1, 2018 – December 31, 2018. There is no expressed or implied obligation for LCCYS/JPO to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.

1. Proposal Submission – Prospective providers should submit detailed proposals on or before December 28, 2017 by 4:00 p.m. Envelopes must be marked with the attached label. Proposals should be mailed or delivered to:

**Luzerne County Purchasing Department
c/o Mark A. Zulkoski
20 North Pennsylvania Avenue, Wilkes-Barre, Pa 18711
by 4:00 PM. December 28, 2017**

Proposal cover letters should designate who can answer questions concerning the submitted proposals. An officer empowered to bind the agency submitting the proposal must sign the proposal.

2. Proposal Format – One (1) original and four (4) copies of proposals should be submitted in the format outlined in Section III, ‘Proposal Document Instructions.’”
3. Contract Terms – The contract term is from January 1, 2018 to December 31, 2018. All agencies/persons submitting a proposal shall agree to not include a provision into a contract or agreement with LCCYS/JPO requiring LCCYS/JPO to hold harmless of indemnify any person, partnership, association, corporation or other form of entity. By responding to the RFP, the agency/person is agreeing to the terms, conditions and requirements set forth herein, unless expressly noted in the written submission.
4. Schedule of key dates.
 - a. 12/28/17 Submit sealed proposals by 4:00 p.m.
5. The RFP is not to be construed as creating a contractual relationship between LCCYS/JPO and any agency/person submitting a response to this RFP.
6. LCCYS/JPO shall have no obligation or liability to any agency responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
7. LCCYS/JPO may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.

8. LCCYS/JPO reserves the right to reject any or all responses, to modify the scope with one or more of the respondents, and to waive any/all requirements which LCCYS/JPO deems to be in its or its employees' best interest.
9. By submitting this information the agency/person represents that it has examined and understands this RFP and has become fully informed of all the requirements of the RFP. All terms and conditions set forth in this document are accepted and must be incorporated in the submission unless explicit exception is made to individual items and accepted by LCCYS/JPO.
10. By submitting a response, the agency/person represents that it has the ability to meet the requirements outlined herein.
11. After evaluation of the responses, LCCYS/JPO will make its selection based on the response which best meets the needs of LCCYS/JPO, in the sole discretion of LCCYS/JPO. LCCYS/JPO reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.
12. Questions will be accepted until December 26, 2017 and are to be sent to Romilda.Crocamo@luzernecounty.org.

B. Evaluation and Selection of Proposals

LCCYS/JPO will perform the evaluation of proposals in accordance with the criteria set forth at Appendix A. The following criteria will also be considered in the evaluation:

1. The agency/person has no conflicts of interest with regard to any other work performed for the County.
2. The agency/person adheres to the instructions in this request for proposal on preparing and submitting the proposal.
3. The agency's/person's past experience and performance on comparable engagements.
4. The quality of the agency's/person's professional personnel to be assigned to the engagement and the quality of the agency's management support personnel to be available for consultation.
5. Expertise with similar federal and/or state financial awards.
6. All persons representing children and/or coming into contact with children during the term of this contact must submit to a child abuse clearance and background check prior to commencing employment.
7. Other criteria as deemed prudent.
8. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Subcontracting

Agencies / persons are not permitted to subcontract or assign any part of the work covered under the scope of the agreement, without the express prior written consent of LCCYS/JPO.

D. Minority and Women-Owned Businesses

Minority-owned firms and women's business enterprises are encouraged to apply.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work

The attorney will be appointed by the Court pursuant to Pennsylvania Rules of Juvenile Procedure 1151.

The Guardian Ad Litem (GAL) represents the interests of minor children involved with Luzerne County Children and Youth Services.

The selected Agency /attorney will receive compensation as an independent contractor of \$2,500 per month (\$30,000 over the course of the contract). Vendor will carry legal malpractice insurance and vehicle insurance. Vendor shall submit no other bills or invoices in conjunction with this contract.

It is the intention of the County to hire 6 independent contractors or 1 Agency for a total of \$180,000 expended in 2018.

The attorney will meet with the child as soon as possible following assignment and on a regular basis thereafter in a manner appropriate to the child's age and maturity.

The attorney will investigate facts and take a position in court on legal custody and placement of the child as the attorney is to participate in all proceedings, including appeals, hearings before masters, administrative hearings and review to the degree necessary to adequately represent the child.

The attorney also may become involved in the financial issues of a case when those issues affect the children.

The attorney does not have any of the rights or duties of a parent or general guardian.

The attorney advocates for the safety and well-being of the child which may not be the same as what the child wants.

The attorney may conduct formal and informal discovery, interview witnesses, consult with experts, comment on any family plan or stipulations reached by the parties and participate in all court proceedings.

The attorney will meet with both parents and the child.

The GAL will review any relevant records. The GAL is empowered to investigate the entire background, living conditions, family relationships, and any other matter related thereto in order to make a recommendation to the court on all relevant issues.

The GAL can communicate with any person involved in the case. The GAL reports his/her recommendations to the court and the Judge makes the final determination on the placement of the child(ren).

The GAL is an objective adult providing independent information about the child's best interest. The GAL explains the proceedings to the child to the extent appropriate given the child's age, mental condition, and emotional condition.

The GAL must be an attorney, licensed to practice law in Pennsylvania, during the entire term of the contract. Applicant must have experience in Family Law. Applicant must have good interviewing skills and be able to relate to children.

The GAL will attend monthly Roundtable Meetings and any other meeting scheduled by the Agency and/or the Court. The GAL will also make himself or herself available for training. The Guardian Ad Litem shall certify that he or she has completed the Guardian Ad Litem training or will complete said training prior to acting as a Guardian Ad Litem for a child.

All proposals must remain valid for a minimum of one (1) year from the proposal due date.

The successful Agency / person will be required to sign a 1 year contract with the County of Luzerne.

B. Standards to be Followed

- All Federal, State, County and Agency policies, protocols, and standards will be followed.
- Provider and all staff of provider must obtain and maintain child abuse and criminal clearances. Clearances must be submitted with the proposal or prior to the start of the contract period. Failure to provide clearances may result in the contract being rescinded and/or cancelled. Provider must notify the Chief County Solicitor immediately of any event or occurrence which would cause a change of status with regard to child abuse clearance and/or criminal background check. Failure to notify of any change may result in immediate cancellation or revocation of the contract.
- The provider has the responsibility to comply with laws that prohibit disability discrimination as noted in Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973.

C. Reports to be Issued

The following reports are required to be timely issued:

1. Agency / person will be responsible for providing reports on positive outcomes achieved in the program. The Agency / person will keep data on families/children served.
2. At the conclusion of the contract or at any time should the contract be terminated by any party prior to conclusion, the Agency / person will turn over a legible copy of any files kept on any ongoing cases currently assigned to that Agency / person absent work product.

III. PROPOSAL DOCUMENT INSTRUCTIONS

A. General Requirements

The term of any agreement that is awarded to a successful responder to this RFP shall, at the sole election of Luzerne County, be for a term from January 1, 2018 to December 31, 2018.

1. Licensed in Pennsylvania

An affirmative statement should be included indicating that the agency/attorney is properly licensed by the Pennsylvania Supreme Court.

2. Agency Qualifications and Experience

If the proposer is an Agency, the proposal should state the size of the agency, how many staff it employs and location of the office from which the agency conducts business.

The proposal should also discuss how long the agency has been in business and its capabilities to provide services for Guardian Ad Litem Services.

The proposal should also include organizations for which the agency provides similar services and three references from those organizations. It should also describe any experiences as a subcontractor that would be pertinent to potentially working for LCCYS/JPO.

3. Cost

The County's total award for this RFP is \$180,000 (either through 6 independent contractors or 1 agency).

B. Proposals should include the following:

1. Title page, including:

- a. The name, address, and phone number of the proposer's contact person.
- b. The name and address of the agency.

2. A cover letter, including:

- a. A brief statement as to the proposers understanding of the work to be performed, the commitment to perform the work and a statement as to why the agency /person believes it to be the best qualified to perform the engagement.
- b. A signature of the person or person authorized to commit the agency.

3. An updated resume.

C. Other Expenses

LCCYS/JPO will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

IV. SPECIAL PROVISIONS

A. Prerogatives

LCCYS/JPO reserves the following prerogatives.

1. To reject any or all proposals.
2. To terminate the contract following 30 days written notification to the agency or person.

B. Contract Period

The purchase of professional services contract shall apply to the calendar year January 1, 2018 to the period ending December 31, 2018.

C. Assignability

The contractor cannot transfer any interest or provide for the assignment of the purchase of professional services contract with Luzerne County either in whole or in part, without the expressed written permission and written consent of the County Controller and County Council.

D. Payment

Payment for services rendered based upon receipt of an itemized statement from the agency or person for units of service for the prior month.

E. Ownership

All proposals and reports become the property of Luzerne County upon submission, for use as deemed appropriate. Work papers must be available for references and reproduction by the County Council's, Controller's Office, and LCCYS/JPO for a period of three years from submission of the reports.

F. Confidentiality

The invitees and subsequently selected agency may not issue news releases or other public notification regarding this project without prior approval from the County Council's Office.

Appendix A

After determining that a proposal satisfies the mandatory requirements stated in the request for proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this request shall be based on the best proposal received in accordance with the evaluation criteria stated below:

After an initial screening process of the RFP, a technical question-and-answer conference or interview may be conducted, if deemed necessary by LCCYS/JPO to clarify or verify the proposer's proposal and to develop a comprehensive assessment of the service.

Luzerne County reserves the right to consider historic information and fact, whether gained from the proposer's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and that Luzerne County is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information may cause an adverse impact on the evaluation of the proposer's proposal.

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 responders records.

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

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

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

Return to Purchasing Department

Non Collusion Affidavit

State of _____

County of _____

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

(1) She/He is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the 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 noncompetitive 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 important, 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 _____