

LUZERNE-WYOMING COUNTIES
MENTAL HEALTH and DEVELOPMENTAL SERVICES

Request for Proposal

MENTAL HEALTH AND DEVELOPMENTAL SERVICES

FOR THE PERIOD: January 1, 2018 - December 31, 2018

Due Date: By: 4:00 p.m. Friday, June 30, 2017
Luzerne County Purchasing Department
c/o Mark Zulkoski, Purchasing Director
20 North Pennsylvania Avenue, Wilkes-Barre, Pa 18711

REFERENCE NO: _____ RFP: MHDS

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 placed, 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 and 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 and 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 person, 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 RFP's or specifications when deemed to the best interests of the county and also to purchase any part or none of the materials specified.
13. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by the 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 the 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.

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 to do so, the award may be cancelled. (And the check submitted shall be forfeited and become the absolute property of the County of Luzerne.
17. The responder or responders to whom the contract is awarded agrees to relinquish the County of Luzerne from all suits or action of any nature or description brought against them for or on account of the use of patents, appliances, products or processes.
18. The County Manager and administrative officers, however, 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 RFP's must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelope/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 the 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. The County Manager and administrative officers of Luzerne County reserve the right to reject any or all proposals, or any part or parts thereof as may deem to the best interest of the County of Luzerne. The Luzerne county manager also reserves the right to cancel the award at any time before the execution of the contract.
23. 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.
24. 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 an/or trust company treasurer's checks in lieu of a performance bond, such checks may be cashed and retained by Luzerne County pending the responders full and faithful performance of the RFP.

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I. INTRODUCTION

A. General Information

1. Notice of Invitation – The Luzerne-Wyoming Counties Mental Health and Developmental Services invites qualified agencies and individuals to submit proposal(s) to provide one or more of the following programs for the period January 1, 2018 – December 31, 2018:

Mental Health Services

Administrative Management;
Answering Services;
Assertive Community Treatment Team;
Base Service Unit;
Blended Case Management;
CCRS/POMS Enterprise Initiative Consultation Services;
Community (Supported) Employment Services;
Community Residential Rehabilitation Services;
Crisis Services;
Drop-in Centers in Luzerne-Wyoming Counties;
Emergency Services;
Facility Based Vocational Rehabilitation Services;
Family Based Mental Health Services;
Family/Consumer Directed Self-Help and Advocacy Services;
Fire Setter Program;
Forensic Assertive Community Treatment Team;
Functional Family Therapy Services;
Initial Assessment by Clinician at Intake (Mental Health);
Inpatient Psychiatric Services;
Intensive Supportive Housing;
Master Leasing Program;
Mental Health Court Coordinator;
Mental Health Delegate Services;
Multisystemic Therapy (MST);
Outpatient Mental Health Services;
Partial Hospitalization Services;
Peer Counselor Services;
Peer Specialist Services (Certified);
Personal Care Home Services in Wilkes-Barre and Hazleton;
Psychiatric Rehabilitation Services;
Representative Payee Services;
Respite Services for Children and Adolescents;
Sexual Offenders Program;
Student Assistance Program;
Supported Housing Services;
Transportation Services;
Warmline.

Developmental Services

Advanced Supported Employment
Behavioral Support Services;
Benefits Counseling
Community Home;
Community Participation Supports (replaces Prevocational Service and Licensed Day Habilitation)
Community Residential Rehabilitation (CRR) Services for the Mentally Ill;
Early Intervention Services;

Education Support Services;
Family Aide (In-Home Respite Less than 16 hours per day);
Financial Management Service Organization (Agency with Choice);
Guardianship Services/Power of Attorney;
Incident Management Services;
Independent Monitoring for Quality (IM4Q);
In-Home and Community Supports - Unlicensed (Formerly Home and Community Habilitation);
Interpreter Services - Spanish and Deaf and Hard of Hearing;
Life Sharing;
Provider Monitoring Process (New Terminology, Quality Assurance and Improvement QA&I);
Psychological Services;
Residential Placement (Prader-Willi);
Respite Care: Day (16 hours or more, In and Out of Home for both Children and Adults);
Shift Nursing;
Small Group Employment (Replaces Transitional Work Services);
Supported Employment (Job Finding/Job Support Services);
Supported Living;
Transportation Service

These services must meet the Service Definitions included in this document.

There is no expressed or implied obligation for the Luzerne-Wyoming Counties Mental Health and Developmental Services to reimburse responding agencies for any expenses incurred in preparing proposals in response to this request.

2. Proposal Submission: Prospective agencies should submit detailed proposals on or before 4 p.m., Friday, June 30, 2017. The envelopes must be marked "Sealed Proposal - Do Not Open" by order of C. David Pedri, Luzerne County Manager. Proposals should be mailed or delivered to:
Luzerne County Purchasing Department
c/o Mark Zulkoski REFERENCE NO: _____ RFP: MHDS
20 North Pennsylvania Avenue
Wilkes-Barre, Pa. 18711

Envelopes must be marked with the attached labels.

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.

3. Proposal Format: One original and two (2) copies of the proposal should be submitted in the format outlined in Section III, "Proposal Document Instructions." See IV. B. "Considerations" for additional information on proposal submission.
4. Contract Terms: The contracting agency agrees to indemnify and hold harmless the County, its agents, officials, and employees against any and all claims arising out of the performance or nonperformance of this agreement.

By responding to the request for proposal, the agency is agreeing to the terms, conditions, and requirements set forth herein, unless expressly noted in writing in the written submission.

5. Schedule of key dates:

Optional Pre-Bidders Conference: Friday, June 9, 2017, 9 a.m. at
Luzerne-Wyoming Counties Mental Health and Developmental Services
111 North Pennsylvania Avenue, Wilkes-Barre, PA
2nd Floor Conference Room #1

Proposals due on or before 4 p.m. on Friday, June 30, 2017.

B. Evaluation and Selection of Proposals

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

1. Compliance with MH/MR Regulations (4300's)
2. History of provision of same or comparable service
3. The agency has no conflicts of interest with regard to any other work performed for the County
4. The agency adheres to the instructions in this request for proposal on preparing and submitting the proposal
5. The quality of the agency's professional personnel to be assigned to the program and the quality of the agency's management support personnel to be available for consultation
6. Expertise with similar federal and/or state financial awards
7. Must possess a current, valid license for services as applicable
8. Other criteria as deemed prudent

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 are not permitted to subcontract or assign any part of the work covered under the scope of the agreement without prior written consent of Luzerne-Wyoming Counties Mental Health and Developmental Services.

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

II. NATURE OF SERVICES REQUIRED

A. Scope of Work

The agency will provide and assume responsibility for the implementation of the program described in the service definitions.

The agency shall perform all services and work committed in a satisfactory manner as determined by the Luzerne-Wyoming Counties Mental Health and Developmental Services

B. Standards to be followed:

To meet the requirements of this request for proposal, the following shall be performed:

1. The agency will use the funds in the manner set forth in the Program Budget. Amendments may be made with permission from the Luzerne-Wyoming Counties Mental Health and Developmental Services.
2. The agency agrees to develop program outcome measures and to collect data.
3. The agency agrees to follow the auditing standards set forth by the Department of Human Services in response to the Single Audit Act Amendments of 1996, June 1997 and June 2003 revisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
4. The agency agrees to perform all obligations in accordance with all State and Federal rules and regulations including, but not limited to, HIPAA, Equal Employment Opportunity, Affirmative Action Employment Plan, the client's civil and legal rights, and licensing and other quality of service standards.
5. The agency agrees to promote competence in our service areas.

C. Reports to be issued:

The following reports are required to be submitted in a timely manner:

1. The agency's financial audit as guided by the above standards including, if applicable, Pennsylvania Department of Human Services Single Audit Supplement subject to the application of Agreed-Upon Procedures.
2. Detailed invoices of actual expenditures for the prior month including an unduplicated count of clients served year to date.

3. Submission of final program outcomes.

All reports are to be delivered to the Luzerne-Wyoming Counties Mental Health and Developmental Services

D. Record Retention and Access

All records and reports must be retained for a minimum of four (4) years, or until completion of an audit for compliance begun but not completed at the end of the four (4) years specified above, or until all audit findings not resolved at the end of four (4) years are resolved. The agency will be required to make all records available to the following parties or their designees:

1. Luzerne and Wyoming Counties
2. Pennsylvania Department of Human Services
3. Inspectors General
4. Parties designated by the federal or state governments or by the agency as part of an audit quality review process
5. Auditors of entities of which the County is a sub-recipient of grant funds

The agency agrees to permit the County or authorized State representative to monitor and evaluate the terms of this agreement and services provided. Programmatic monitoring and evaluation shall include statistical review of required reports, on-site review of client files, and adherence to reporting requirements.

III. PROPOSAL DOCUMENT INSTRUCTIONS

A. General Requirements

Proposal should include the following:

1. Program Outcomes
2. Program Budget
3. Expanded itemization for Salaries and Equipment (Budget Narrative)
4. Projected number of individuals served

B. Body of Proposal

The proposal should also include the agency's qualifications, competence, and capacity to undertake the requirements of this request for proposal. Qualifications should demonstrate the ability of the agency and of the particular staff to be assigned to this program.

The proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically providing a

straightforward, concise description of the agency's capabilities to satisfy the requirements of the request for proposal.

IV. CONSIDERATIONS

A. Prerogatives:

Luzerne-Wyoming Counties Mental Health and Developmental Services reserves the right to reject any or all proposals.

B. Contract period:

The term of any agreement that is awarded to a successful responder to this RFP shall be for the period January 1, 2018 - December 31, 2018.

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 state below.

After an initial screening process of the RFP, a technical question and answer conference or interview may be conducted, if deemed necessary by the Luzerne-Wyoming Counties Mental Health and Developmental Services to clarify or verify the agency's proposal and to develop a comprehensive assessment of the service.

Luzerne-Wyoming Counties Mental Health and Developmental Services reserve the right to consider historic information and fact, whether gained from the agency's proposal, question-and-answer conferences, references or any other source, in the evaluation process.

The agency is cautioned that it is the agency's sole responsibility to submit information related to the evaluation categories and that Luzerne-Wyoming Counties Mental Health and Developmental Services is under no obligation to solicit such information if it is not included with the agency's proposal. Failure of the agency to submit such information may cause an adverse impact on the evaluation of the agency's proposal.

PROPOSAL EVALUATION CRITERIA AND RATING:

1. Soundness of Approach - **POINT VALUE 0-35** (7 points maximum each item)
 - a. Project description
 - b. Description of target population
 - c. Statement of need
 - d. Project outcomes
 - e. Potential for success
2. Overall Qualifications of the agency - **POINT VALUE 0-20** (5 points maximum each item)
 - a. Experience with this service
 - b. Experience working with proposed population
 - c. Experience coordinating community resources
 - d. Current, valid license on certifications.
3. Qualifications of individuals performing the service - **POINT VALUE 0-15**
4. Budget - **POINT VALUE 0-30**
 - a. Overall analysis of budget

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 _____