

Request for Proposals

RFP-BROKERAGE SERVICES

LUZERNE COUNTY PENNSYLVANIA

DUE DATE

**July 21, 2017 at 4:00 PM EST**

Luzerne County Purchasing Department

Attention: Mr. Mark A. Zulkoski

Penn Place Office Building

20 North Pennsylvania Avenue

Wilkes-Barre, Pa 18711

570-820-6337

[mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org)

FIND US AT: [www.luzernecounty.org/procurement](http://www.luzernecounty.org/procurement)

**Luzerne County** will be considering all previously submitted proposals from the initial RFP advertisement for Brokerage Services due on June 26, 2017.

## **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](mailto: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 RESPONDERS

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 Bid. 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 Bid 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 be in the best interests 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 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 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 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. 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 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 award of the Bid 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 Bid on terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a performance bond, such checks may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the Bid.

**RFP-BROKERAGE SERVICES**  
**INVITATION FOR PROPOSAL**  
**COUNTY OF LUZERNE**

Luzerne County is soliciting proposals from qualified entities for the provision of professional insurance brokerage services for obtaining competitive insurance coverage for a variety of County coverages.

Interested firms or individuals are invited to submit proposals to the Luzerne County Purchasing Office, Attn: Mr. Mark Zulkoski, Director, Penn Place Building, 20 North Pennsylvania Avenue, Suite 203, Wilkes-Barre, PA 18711, telephone (570) 820-6337.

Firms should contact the Luzerne County Grant Writer's Office for information or questions concerning this RFP. Please contact Ruth Moraski Keller at 717-232-7551 or [rmoraski.zigmund@comcast.net](mailto:rmoraski.zigmund@comcast.net).

**I. BACKGROUND OF SERVICES SOUGHT BY THE COUNTY UNDER THIS PROPOSAL**

Luzerne County provides diverse public services, both mandated and unmandated, to the citizens of the County on a daily basis. These services require appropriate insurance coverages to properly protect the County during the course of business. The diversity of coverage and the multitude of policies require specialized brokerage experience to maximize the quality of the insurance coverage and cost effectiveness to the County.

**II. SCOPE OF SERVICES**

The responsibilities of the Broker may include, but not be limited to provision of professional services, advice and technical assistance for the following:

1. Brokerage Services to secure and manage insurance coverage for the following County service functions:
  - Package Policies (consisting of property, inland marine, crime, commercial general liability, automobile, systems breakdown, and umbrella coverages)
  - Public Officials/Employment Practices/Network Security&Privacy Liability
  - Law Enforcement Professional Liability
  - Emergency Dispatchers Liability
  - Public Defender/Lawyers Professional Liability
  - Keystone Job Commercial Corps Property

- Excess Workers Compensation
- Bonds
- Children and Youth Liability
- Mental Health and Development Services Liability
- Area Agency on Aging Liability
- Fiduciary Liability
- Flood Insurance through NFIP Coverage
- Group Life/AD&D Coverage
- Medical Stop Loss Coverage

The above list of required coverages is not intended to be all-inclusive and the successful brokerage firm may be directed to secure additional coverages as directed by the County during the course of the Agreement.

The successful broker will be required to secure the broadest coverage available in the open market on a competitive basis at the lowest responsible cost to the County.

The successful broker will be required to provide County senior management with the following “value added” services to the satisfaction of the County as follows:

- Loss run/claim analysis:
  1. Develop quarterly reports that detail all claims filed for each individual coverage policy.
  2. Report the status of each claim and recommend the appropriate defense strategy to protect the County in conjunction with the County’s legal department.
  3. Recommend the appropriate safety and diagnostic application to address each claim/loss to mitigate future occurrences.
  4. Develop attainable target goals for the life of the agreement to help the County reduce its claim exposure through pro-active management of all claims and losses.
- County/Carrier Liaison
  1. Serve as the County’s representative to all carriers while protecting the County’s interest at all times.
  2. Read, interpret and recommend all “value added” services provided by the carriers that benefit the County such as risk management programs, training or other services that the carriers may offer to help the County mitigate and reduce its claim/loss exposure.
  3. Review carrier records on an active basis to ensure accuracy regarding claims and losses.
  4. Ensure claims and losses are timely processed with the carrier and the County’s Third Party Administrator (when applicable). The processing includes proper investigation to determine the validity of the claim and to ensure the claim is subrogated if it is determined to be in the best

interest of the County in conjunction with the County's legal department.

5. Ensure policies are consistent amongst the diversified coverages and underwriting carriers so that the policies are uniformly formatted with easily understandable coverages, policy limits, deductibles, requirements and other information as determined by the County.
6. During the course of the contract term provide updated replacement cost evaluations on all buildings listed on the 2017 Statement of Values at \$1,000,000 or more.

- Safety Committee Representation

1. Attend regularly scheduled County Safety Committee meetings and actively participate in discussion regarding loss types, frequency, impacts, mitigation opportunities, documentation recommendations, investigation strategies and other advice as necessary.
2. Assist the County Safety Committee with immediate attention and/or advice regarding potentially significant accidents or losses as necessary.
3. Provide guidance to the County Safety Committee in the development of internal and external documentation to present appropriate information to the carriers and to staff as necessary.
4. Assist the County Safety Committee to schedule and coordinate regular risk management inspections as necessary or required by the carriers as part of the policy requirements.
5. Report to County senior management on the progression of the County's safety program and the performance of the safety committee.

- Certificates of Insurance

1. Prepare and deliver certificates of insurance, loss payable clauses, or other evidence of coverage as necessary. This may include vendors, certificate holders or other County business partners as necessary.
2. Prepare and deliver ACORD statements as necessary.
3. Review vendor, contractor and other third party certificates of insurance as necessary to ensure the County's interests are properly protected.
4. Annually review, develop, recommend and revise the County's insurance coverage requirements with third party entities to protect the County's interest.
5. Review County and/or third party contractual documents to ensure contractor insurance coverage is adequate to protect the County's interest upon the request of the County.

- Budgeting/Premium Allocation

1. Prepare and recommend budget allocations that the County will implement to assign costs through the County's cost allocation plan.

- Safety & Health Training Services – these services will be based on the needs established solely at the discretion of the County. The services desired may include but not be limited to the following:
  1. Facility & Operational safety audits
  2. Specific training services (i.e. defensive driving)
  3. Incident review, monitoring and reporting
  4. Program development and participation in safety committees
  5. Indoor air quality
  6. Industrial hygiene
  7. Communicable disease programsIn addition, as the County is self-insured for workers' compensation, the state requires the consulting services of a "qualified accident and illness prevention provider" be available during the course of the policy.

### **III. GENERAL BROKERAGE REQUIREMENTS**

The following requirements are intended to give interested brokerage firms an idea about the general requirements the County will impose upon the successful broker. The successful broker will incorporate the following principles while seeking competitive quotes for insurance coverage throughout the life of the agreement. Other requirements and/or principles will be developed by the County and the successful broker to allow the County to secure the broadest possible coverage at the lowest cost. The County also desires to create a fair and competitive environment for its coverage needs in the insurance market. Some core principles/requirements the County expects from the successful broker are:

1. The successful broker shall require all proposing carriers be currently rated at least "A-, FSC X" or better as indicated in the current Best's Key Rating Guide Property & Casualty Edition.
2. The successful broker shall be strictly prohibited from accepting or receiving any form of compensation from a carrier that is providing insurance coverage to Luzerne County. The broker shall be required to secure written certification from each carriers that the policy has been solicited, developed and executed between the broker and the carrier "net of commission" (zero (0) commission) where permissible by the carrier.
3. The County shall further require that all representatives and employees of the broker certify that they shall not solicit nor accept any compensation or anything else of value from the carriers as indicated above. The successful broker shall be required to ensure that all representatives, employees and carriers abide, at all times, to all federal, state and local laws and to all requirements by applicable insurance regulatory authorities.
4. The successful broker shall furnish proof of Errors and Omissions Insurance Coverage with minimum policy limits of \$5,000,000 per claim. This may be presented in the form of a binder, certificate of insurance or copy of current policy declaration. This insurance shall be provided by a carrier with a Best's key rating of "A, FSC X" or better. This proof of coverage shall be included in the broker's initial response to this RFP. Failure to provide proof of coverage may result in



- disqualification of proposal from consideration.
5. All information and policies provided by the responding and/or successful broker are subject to audit by the County and its risk management consultant at any time. No information submitted by any responding broker will be considered confidential and/or proprietary.
  6. Generally, it is preferred that policies are secured on a pro-rata basis. The County shall not be subject to any cancellation penalty or minimum premium due to the cancellation. The County shall not consider any policy deposit requirements.
  7. The successful broker shall analyze all carrier solicitation responses to ensure no restrictive endorsements are proposed that deviate from the County's scope for the policy as developed with the broker.
  8. The successful broker shall assist the County with developing consistency amongst the various coverages and policies throughout the life of the agreement. The named insured on all coverage shall be "County of Luzerne, its subsidiaries or affiliated entities, as now or may hereafter be acquired or formed, and any trusts, foundations, funds, welfare plans of any kind and other interests now or hereafter related to the insured, but not specifically named" unless otherwise directed by the County.
  9. All coverages and policies must contain a clause requiring at least ninety (90) days written notice by registered mail to the Luzerne County Manager of the insurers intention to cancel or non-renew any renewal thereof.
  10. All policies shall coincide with the County's fiscal year. Some policies may require timeline modification for a certain period to coincide with the County's fiscal year. The County begins its fiscal year on January 1 and concludes on December 31.
  11. Some policies may be subject to audit and may require certain values to be used as the basis of the premium. These situations will be further discussed and implemented with the successful broker.
  12. Notice of Occurrence. Generally, all policies shall include a Notice of Occurrence clause as follows, "It is hereby understood and agreed that knowledge of an occurrence by the agent, employee or servant of the insured shall not in itself constitute knowledge by the insured unless administrators of the County of Luzerne shall have received such notice from its agent, servant or employee."

#### **IV. INFORMATION REQUIRED FROM INTERESTED FIRMS**

Luzerne County is pleased to invite your firm to submit a written Proposal for any or all activities outlined above. Attached hereto is Form PAQ-CONSULTANT, "Professional Advice Questionnaire," for use in preparing your Proposal. A separate Form PAQ-CONSULTANT, "Professional Advice Questionnaire" will be required for each proposed service offered by the consultant for individual consideration by Luzerne County. All information should be included solely on the attached forms with exception of resumes and organizational charts.

#### **V. COMPENSATION**

Luzerne County will negotiate a flat fee for services with the broker whose proposal and qualifications are determined to be the most advantageous to Luzerne County, based upon

the evaluation of information received from applicants, at a compensation which Luzerne County determines to be fair and reasonable. Should Luzerne County be unable to negotiate a satisfactory contract with the consultant considered to be the most qualified, the County reserves the right to undertake negotiations with the responsible firm considered to be the next most advantageous, or at its discretion, issue another "Request for Proposal/Qualifications."

## **VI. CONTRACT AWARD**

The agreement(s) is expected to be awarded no later than August 2017 during a regular meeting of the Luzerne County Council. It is anticipated that the agreement will be in effect for a period of two (2) years with an optional one (1) year extension. Level of effort shall be subject to negotiation between the County and the Consultant for all work tasks but shall be generally consistent with Sections II & III of this RFP. Luzerne County reserves the right to use the Consultant, or if in the County's sole discretion, seek the services of a different consultant if negotiations fail or if it is determined to be in the best interest of the County. No arbitration will be allowed.

## **VII. TIME OF PERFORMANCE**

The services of the firm(s) will commence on date of Luzerne County Manager approval and conclude two (2) years after the commencement date unless the one (1) year extension is executed by the County.

## **VIII. GENERAL INFORMATION**

- A. The RFP is not to be construed as creating a contractual relationship between the County and any firm submitting a response to this RFP.
- B. The County shall have no obligation or liability to any firm responding to this RFP. All costs associated with responding to this RFP are borne solely by the respondent.
- C. The County may require follow-up oral interviews with selected respondents and may require the respondents to participate in negotiations.
- D. The County 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 the County deems to be in its or its employees' best interest.
- E. By submitting this information the firm 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 the County.

- F. By submitting a response, the firm represents that it has the ability to meet the requirements outlined herein.
- G. Firms should contact Michele L. Sparich for information or questions concerning this RFP. Please contact Ruth Moraski Keller at 717-232-7551 or [rmoraski.zigmund@comcast.net](mailto:rmoraski.zigmund@comcast.net).
- H.
- I. Interested firms shall submit four (4) original copies of their proposal to the County.

After evaluation of the responses, the County will make its selection based on the response which best meets the needs of the County, in the sole discretion of the County. The Request for Proposals is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. The County reserves the right to privately negotiate with any firm with respect to the requirements outlined in this Request for Proposals.

#### **IX. EVALUATION CRITERIA**

Proposals will be evaluated on firm experience, project team, value added services and any additional incentives provided. In addition, the responses provided to the Professional Advice Questionnaire will also be taken into consideration along with inquiries to the Pennsylvania Insurance Department.

#### **X. SUBMISSION REQUIREMENTS**

Sealed proposals must be submitted no later than **4:00 PM EST., July 21, 2017**, to:

Luzerne County Purchasing Office  
Attn: Mr. Mark Zulkoski, Director  
Penn Place Building  
20 North Pennsylvania Avenue, Suite 203  
Wilkes-Barre, PA 18711

Please submit proposals in a sealed envelope clearly marked "2018 Insurance Brokerage Services Proposal". Interested firms shall submit four (4) completed copies of their proposal to the above office.

LUZERNE COUNTY IS AN AFFIRMATIVE ACTION, EQUAL EMPLOYMENT  
OPPORTUNITY EMPLOYER.

## FORM PAQ-CONSULTANT

### PROFESSIONAL ADVICE QUESTIONNAIRE

The purpose of this form is to provide information regarding the qualifications of firms interested in serving as Broker for Luzerne County.

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1. FIRM NAME AND ADDRESS:

INTERNET ADDRESS:

YEAR FIRM ESTABLISHED:

2. NAME OF PRINCIPAL TO CONTACT:

TITLE:

EMAIL:

TELEPHONE:

3. ADDRESS OF OFFICE TO PERFORM WORK, IF DIFFERENT FROM ITEM 1:

4. FIRM IDENTIFICATION NUMBER:

5. FIRM OWNERS (INDICATE NAME AND ADDRESS OF ALL PERSONS HAVING AN OWNERSHIP INTEREST IN THE FIRM):

6. LIST ANY OUTSIDE KEY CONSULTANTS/ASSOCIATES ANTICIPATED FOR THE PROJECT:

7. LIST THE TYPE OF SERVICE YOUR ARE PROPOSING BY COMPLETING THIS PAQ (ONLY ONE SERVICE PER PAQ FORM):



- h. Estimated level of effort, in terms of time commitment to be provided by this individual:

Page 3 – PROFESSIONAL ADVICE QUESTIONNAIRE – CONSULTANT

**QUALIFICATIONS/EXPERIENCE (Continued):**

8. ATTACH A NARRATIVE LISTING 3 PAST AGREEMENTS SUCESSFULLY COMPLETED BY YOUR FIRM WITHIN THE LAST 3 YEARS, WHICH BEST ILLUSTRATE YOUR QUALIFICATIONS RELEVANT TO THE SERVICES REQUESTED IN THIS RFP. PLEASE INSURE THAT YOUR NARRATIVE PROVIDES THE FOLLOWING INFORMATION FOR EACH OF THE 3 AGREEMENTS. NOTE: NARRATIVE SHALL NOT EXCEED ONE PAGE FOR EACH PROJECT.

**REQUIRED INFORMATION:**

- Client Name
  - Location
  - Name/Title/Address/Telephone of CEO/Contact
  - Description of your firm's duties, goals, and accomplishments, as related to specific tasks included in this RFP
  - Time Frame for Completion of Project
  - Was project completed within this time frame (if no, explain) yes \_\_\_ no \_\_\_
  - Proposed Cost of Your Services
  - Actual Fee Charged
9. PROVIDE BELOW ANY ADDITIONAL INFORMATION THAT WOULD SUPPORT YOUR QUALIFICATIONS FOR THE PROPOSED AGREEMENT, INCLUDING ANY INNOVATIVE OR UNIQUE PROJECTS/PROGRAMS RESULTING FROM YOUR SERVICES:

**METHOD OF PROVIDING REQUESTED SERVICES:**

**10.** USE THIS SPACE TO DESCRIBE YOUR PROPOSED METHOD FOR CARRYING OUT THE REQUIREMENTS OF THIS RFP (FOR THE SPECIFIC SERVICE PROPOSED ON THIS PAQ) WITHIN THE TIME, SCHEDULE AND BUDGET CONSTRAINTS SPECIFIED.

**11.** USE THIS SPACE TO DESCRIBE THE PROPOSED METHOD OF PROVIDING THE OTHER SERVICES REQUESTED IN THIS RFP.

**METHOD OF PROVIDING REQUESTED SERVICES (Continued):**

**12.** IF THERE ARE ANY AREAS OF THE REQUESTED SCOPE OF SERVICES WHICH YOU ARE NOT ABLE TO PROVIDE, PLEASE EXPLAIN BELOW:

**13.** USE THIS SPACE TO DEFINE THE LEVEL OF AVAILABILITY OF STAFF FOR PERFORMING THE SERVICES CONTAINED HEREIN, TO INSURE TIMELY PROVISION OF SERVICES TO LUZERNE COUNTY.



**BASIS OF COMPENSATION:**

- 14.** USE THIS SPACE TO PROVIDE YOUR PROPOSED FLAT FEE AND/OR A PROPOSED PERFORMANCE-BASED FEE AS INDICATED IN SECTION V-COMPENSATION OF THE RFP SCOPE. ALL ADDITIONAL ITEMS OF COMPENSATION SHOULD ALSO BE IDENTIFIED. PLEASE NOTE THIS IS NOT A BID, IT IS MERELY AN INDICATOR OF YOUR COMPENSATORY EXPECTATIONS. COMPENSATION FOR PERFORMANCE OF SERVICES WILL BE NEGOTIATED UPON SELECTION OF THE MOST ADVANTAGEOUS PROPOSAL.

The foregoing information provided in this Professional Advice Questionnaire is true and correct, to the best of my knowledge.

DATE:

SIGNATURE: \_\_\_\_\_

TYPED NAME AND TITLE:



**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 \_\_\_\_\_