

Request for Proposals

**Professional Consultant Services  
Ref #6817RFPRB2**

LUZERNE COUNTY PENNSYLVANIA

DUE DATE

**June 23, 2017 at 4:00 pm**  
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)

## **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 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 enter 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.

**REQUEST FOR PROPOSAL  
COUNTY OF LUZERNE  
PROFESSIONAL CONSULTANT SERVICES  
Ref #6817RFPRB2**

Luzerne County is soliciting proposals from qualified professional consultants for the provision of professional services, advice and technical assistance in carrying out various duties related to:

- RFP #1      Professional Architectural and Engineering design services for complex and emergency projects.**
- RFP #2      The acquisition of Right-of-Way for public works projects.**
- RFP #3      Professional roof design, inspection and consulting services for County-owned facilities.**

Interested firms or individuals are invited to submit proposals to Mr. Mark Zulkoski, Purchasing Director, Penn Place Building, 20 North Pennsylvania Avenue, Wilkes-Barre, PA 18702, telephone (570) 820-6337.

Firms should contact the Luzerne County Engineer's Office for information or questions concerning this RFP. Please contact Lawrence Plesh, P.E., Luzerne County Engineer, at (570) 825-1631 or email at [larry.plesh@luzernecounty.org](mailto:larry.plesh@luzernecounty.org)

### **General Requirements**

**1-1. Purpose.** This RFP is being solicited by Luzerne County Engineering Department for the purpose of professional consulting services.

**1-2. Issuing Office.** This RFP is issued by the Luzerne County Purchasing Department. Questions regarding this Bid can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337. The Issuing Office is the primary point of contact for this RFP. The Luzerne County Engineering Department is the secondary point of contract for this RFP.

**1-3. Rejection of Proposals.** The assignment of the above services may be made to one or more of the proposers responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

**1-4. Incurring Costs.** Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

**1-5. Amendment to the RFP.** If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP for which Luzerne County has identified and the amendment will be published on the County's website.

**1-6. Response Date.** To be considered, proposals must be received at the primary issuing office no later than the date and time indicated in Section 1-3.

**1-7. Proposals.** To be considered, proposers must submit a complete response to this RFP. Each proposal must be submitted with one (1) original and three (3) copies to the issuing Office. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign all proposals. For this RFP, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Proposer may become contractual obligations if a contract is executed.

**1-8. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the proposal.

**1-9. Insurance.** All Proposers shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

**Commercial Automobile Liability**      Bodily Injury Liability and Property Damage Liability  
Insurance \$1,000,000 each occurrence.

**Commercial General Liability**      Bodily Injury Liability and Property Damage Liability  
Insurance \$1,000,000 each occurrence.

**Professional Liability**              Shall include errors and omissions providing  
\$1,000,000 coverage.

The above insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life agreement at no additional cost to Luzerne County. Luzerne County shall be listed on all above insurance policies as an "Additional Insured" cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide waiver of subrogation in favor of Luzerne County. The successful lessor shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits resulting from the agreement.

**1-10. Termination.** This agreement can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. In the event that the agreement is terminated, the County will compensate the consultant only for work completed up to the date of termination at the sole discretion of the county. The consultant shall be required to submit all completed work product deliverables up to the date of termination with in (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **CONSULTANT** notification or if the termination is due to default, in any way, of the **CONSULTANT**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **CONSULTANT**, the **CONSULTANT** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **CONSULTANT**.

**1-11. Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

**1-12. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**1-13. Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

**1-14. Excuses.** Neither **CONSULTANT** nor **County** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **CONSULTANT** during the life of this Agreement.

## Specific Conditions

### I. BACKGROUND OF SERVICES SOUGHT BY THE DEPARTMENTS UNDER THIS PROPOSAL

The Luzerne County Engineer's Office (LCEO) and Luzerne County Road & Bridge Department (LCRB) are responsible for the engineering, design, construction, operation and maintenance of several public roadways, bridges, flood control systems, buildings and other public facilities located throughout the County. The LCEO and LCRB also complete grant administration, buildings and grounds maintenance, contract administration, construction inspection and other duties as assigned by the Luzerne County Director of Operational Services.

### II. SCOPE OF SERVICES

The responsibilities of the Consultant(s) will include, but not be limited to provision of professional services, advice and technical assistance for the following:

**RFP #1 Professional Architectural and Engineering (and related) Design Services under the direction of the Luzerne County Engineer in accordance with all applicable federal, state and local laws, specifications and other ordinances.** This work involves design and/or analysis of roads, bridges, drainage facilities, buildings, parking structures, parks, airport, recreational facilities and other work as directed by the Luzerne County Engineer. Assignments may also include design and analysis of plumbing, electrical, mechanical, security, alarm, elevator, HVAC, steam conveyance, communication or other systems as directed by the Luzerne County Engineer. This work must also be completed within the standards of general Architectural and Engineering practice. This service shall be provided by the successful consultant(s) at approved, predetermined hourly rates and project percentages to be proposed by the consultant. Consultants offering services for Architectural and Engineering Design shall be required to ensure the staff assigned to the work are supervised by a licensed professional in Pennsylvania and be technically capable and competent of providing Design service as directed by the Luzerne County Engineer while delivering assignments within schedule, budget, and practice standards. This work may involve travel to meetings and project locations. Luzerne County will reserve the right to assign projects to the successful consultant(s) in its sole discretion through work order approval by the Luzerne County Director of Operational Services. The assignments may be complex with emergency status time schedule. The work that is typically assigned under this agreement will require several diverse engineering and technical disciplines to successfully complete.

**RFP #2 Real Estate Acquisition Services under the direction of the Luzerne County Engineer in accordance with all applicable federal, state and local laws, specifications and other ordinances.** This service shall be provided by the successful consultant(s) at approved, predetermined hourly rates to be proposed by the consultant. Consultants offering services for Real Estate Acquisition shall be required to ensure the staff assigned to the work are licensed professionals in Pennsylvania when required by law and be technically capable and competent of providing Real Estate Acquisition services as directed by the Luzerne County Engineer while delivering assignments within schedule, budget and practice standards. This work may involve travel to meetings and project locations. Luzerne County will reserve the right to assign projects to the successful consultant in its sole discretion through work order approval by the Luzerne County Director of Operational Services.

**RFP #3 Professional Roof Design, Inspection and Consulting Services under the direction of**



**the Luzerne County Engineer in accordance with all applicable federal, state and local laws, specifications, and other ordinances.** This service shall be provided by the successful consultant(s) at approved, predetermined hourly rates to be proposed by the consultant. Consultants offering roofing services shall be required to ensure the staff assigned to the work are licensed professionals in Pennsylvania when required by law and be technically capable and competent of providing services as directed by the Luzerne County Engineer while delivering assignments within schedule, budget and practice standards. This work may involve travel to meetings and project locations. Luzerne County will reserve the right to assign projects to the successful consultant in its sole discretion through work order approval by the Luzerne County Director of Operational Services.

### **III. 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.

### **IV. COMPENSATION**

Luzerne County will negotiate a fee for services with the consultant(s) 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. Generally, the County will expect a fee range that corresponds to construction project value or an hourly rate for all disciplines for those projects that may not involve construction (real estate acquisition, studies, roof inspections, etc.). 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."

### **V. CONTRACT AWARD**

The agreement(s) is expected to be awarded in July 2017. It is anticipated that the contract(s) will be in effect for a period of three (3) years. The master contract will be developed in an open-end format which will be used to set percentages over the three-year agreement period for a wide variety of construction projects and to establish hourly rates of service for services and disciplines not involving construction projects. Individual projects assigned to the consultant(s) by Luzerne County shall be separately approved in work order format over the life of the open end agreement. Level of effort shall be subject to negotiation between the County and the Consultant(s) for each work task. Luzerne County reserves the right to use the Consultant(s), 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.

### **VI. TIME OF PERFORMANCE**

The services of the firm(s) will commence on date of Luzerne County Manager approval and conclude three (3) years after the commencement date.

### **VII. 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 the Luzerne County Engineer's Office for information or questions concerning this RFP. Please contact Lawrence Plesh, P.E., Luzerne County Engineer, at (570) 825-1631 or email at [larry.plesh@luzernecounty.org](mailto:larry.plesh@luzernecounty.org)

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.

The County may choose up to three (3) consultants for each RFP. Assignment of Work Orders will be at the sole discretion of the County and no amount of work is guaranteed for any of the consultants selected.

## **VIII. SUBMISSION REQUIREMENTS**

Sealed proposals must be submitted no later than 4:00 p.m., June 23, 2017, to:

Mr. Mark Zulkoski.  
Luzerne County Purchasing Director  
20 North Pennsylvania Avenue  
Wilkes-Barre, PA 18702

Please submit proposals in a sealed envelope clearly marked "Consultant Proposal-Architectural and Engineering Design Services" or "Consultant Proposal-Right-of-Way Acquisition Services" or "Consultant Proposal-Professional Roof Design, Inspection and Consulting Services".

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 Consultant to 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):

**FIRM CLASSIFICATION:**

**1. DOES YOUR FIRM QUALIFY UNDER ANY OF THE FOLLOWING?**

- a. Female Owned Business Firm:                      yes \_\_\_ no \_\_\_
- b. Labor Surplus Area Business Firm:                      yes \_\_\_ no \_\_\_
- c. Minority Owned Business Firm:                      yes \_\_\_ no \_\_\_
- d. Section 3 Business Firm:                      yes \_\_\_ no \_\_\_
- e. Small Business Firm                      yes \_\_\_ no \_\_\_

**QUALIFICATIONS/EXPERIENCE**

**7. PROVIDE THE FOLLOWING INFORMATION FOR KEY PERSONS, SPECIALISTS, AND INDIVIDUAL CONSULTANTS WHO WILL BE INVOLVED IN PROVISION OF CONSULTING SERVICES FOR THIS PROPOSAL. COPY AND COMPLETE A SEPARATE PAGE FOR EACH PERSON INVOLVED.**

- a. Name and Title:
- b. Project Assignment/Role in Provision of services requested (i.e. engineering design, project management, subdivision and land development technical review; etc.):
- c. Name of firm with which associated:
- d. Years experience with this firm: \_\_\_\_\_, with other firm(s): \_\_\_\_\_
- e. Educational Background--degree(s), year obtained, specialization:
- f. Active Registration: Year first registered/disciplined
- g. Other experience and qualifications relevant to the proposed project:

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

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**QUALIFICATIONS/EXPERIENCE (Continued):**

8. ATTACH A NARRATIVE LISTING 5 PROJECTS 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 5 PROJECTS. NOTE: NARRATIVE SHALL NOT EXCEED ONE PAGE FOR EACH PROJECT.

**REQUIRED INFORMATION:**

- Project 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 PROJECT, 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 AN HOURLY RANGE OF FEES AND PERCENTAGE RANGE OF FEES, ON A NOT TO EXCEED BASIS, FOR SERVICES REQUESTED IN THIS RFP. 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 \_\_\_\_\_