



AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

ITEM TITLE	COUNCIL MEETING DATE	AGENDA NUMBER
Approve a contract with ETA Insurance Group for employee benefit services for a 3-year period, with optional one year renewal, for \$60,000 per year.	October 10, 2023	
Dept:	Administrative Services	
Contact:	Jennifer A. Pecora	
Phone:	570-401-9699	

DEPARTMENTAL RECOMMENDATION:

Our committee consisting of Jessica Beishline, Walter Griffith Jr., Thomas Sokola, and myself, recommends that Council enter a contract with ETA Insurance Services to provide consultation/brokerage services on all of Luzerne County's medical insurance and benefits policies.

SUMMARY:

Luzerne County advertised a Request for Proposal to obtain Insurance consultation/brokerage Services in September 2023. In previous years, Luzerne County acquired its insurance policies through a Request for Proposal process on a policy-by-policy basis. Policies were awarded to the consultants/brokers offering the best coverage and rates for each policy. We have been operating on an as needed basis with the last broker we were contracted with.

By approving a single consultant/broker, the County will be able to develop relationship(s) with a company who would handle all the County's medical programs for its employees. The contract would be effective November 1, 2023, through November 1, 2026, with a one-year option to renew.

FINANCING:

Part I:

ETA Insurance Group will bill the County \$6.75 per employee, per month to manage the day-to-day employee health care programs. This includes bi-monthly reporting to administration and County Manager, working with union groups and evaluation of consortiums to drive down costs.

Part II:

ETA Insurance Group will become partners with Luzerne County to develop cost saving initiatives over 3-year period. A monthly retainer will be charged at \$5,000 per month. Cost savings from our December 21, 2023, healthcare spend will be shared by 70% for the County and 30% for ETA. The \$60,000 retainer is guaranteed to be reimbursed through these programs.

DISCUSSION:

Interviews were held with the top two respondents to the RFP. Before the interviews, committee members reviewed the proposals independently. All committee members ranked ETA Insurance Services as their first choice, and this is our recommendation. This recommendation was based on overall ability of the firm to provide the services requested along with price.

ALTERNATIVES:

Council could choose not to approve this agreement and we can continue an as needed basis.

OTHER AGENCY INVOLVEMENT:

Not applicable.

Exhibit A – Request for Proposals

Request for Proposal

Broker Management Services for Luzerne County Healthcare Plan

REF#09052023RFPADMINSRVS

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: 4:00 pm September 22, 2023

Luzerne County Purchasing Department
Attention: Mary Ann Amesbury
Penn Place Office Building
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, Pa 18711
570-820-6337
MaryAnn.Amesbury@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

ATTENTION:

RFPs will be received weekdays between the hours of **9:00 AM to 4:00 PM only** (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to:

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

Any questions in regard to the RFP package, please contact Mary Ann Amesbury at 570-820-6337 or MaryAnn.Amesbury@luzernecounty.org.

ATTENTION:

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



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

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

RFP Name _____
Company Name _____
Reference # _____

Responders who use USPS Services, PLEASE NOTE:

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

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified.

LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL

GENERAL INSTRUCTIONS TO RESPONDENTS

1. 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.
2. 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.
3. 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.
4. 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.
5. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
6. In case of error in the extension of prices, the unit price shall govern.
7. 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.
8. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
9. 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.
10. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.

11. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to be in the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
12. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
13. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
14. 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.
15. 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.
16. 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.
17. 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.
18. All RFPs must be made on proposal blanks attached to these specifications and made part thereof and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
19. Responders must write or print figures in ink or typewritten.
20. 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.
21. 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.

22. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
23. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
24. The successful responder must permit the County to make payment to vendor by credit card or debit card without penalty or surcharge.
25. All vendors and contractors may be required to submit a **Performance Bond** for any proposal over ten thousand dollars (\$10,000.00) to Luzerne County Purchasing upon contract award.
26. When a **Performance Bond** is required the amount of the performance bond will be **fifty percent (50%)** of the total cost of the proposal or bid submitted.

BID QUESTIONNAIRE FORM

**** IF A QUESTION DOES NOT APPLY TO YOUR COMPANY, PLEASE MARK N/A FOR NOT APPLICABLE****

1. How long have you been in business? _____

2. Can you deliver to all locations in the County? _____Yes_____No

3. Can you deliver within two (2) business days after receiving order?

_____Yes_____NO

4. Do you have a company website?_____Yes_____No

5. Do you have a toll-free number?_____Yes_____No

6. Is your company capable of notifying the County of partial shipments?

_____Yes_____NO

7. Please list two references which you are currently doing business.

A. Name:_____

Address_____

Telephone _____

Contact _____

B. Name:_____

Address_____

Telephone_____

Contact _____

Notice to Responders

RFPs will be opened in the Luzerne County Purchasing Department.

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

Mary Ann Amesbury is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not acceptable and is grounds for elimination from consideration.

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

Failure to follow these instructions may result in RFP rejection.

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

Respondents who use USPS service please note:

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

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

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

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

The County of Luzerne is an equal opportunity employer.

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

Luzerne County advertisement published by the order of:

Luzerne County Manager
Romilda Crocamo

Request for Proposal

Part 1

General Requirements

1-1. Purpose. This bid is being solicited by Luzerne County for **Broker Management Services for Luzerne County Healthcare Plan**.

1-2. Issuing Office. This Bid is being issued by the Luzerne County Purchasing Department. Questions regarding this Bid can be addressed by contacting Mary Ann Amesbury, Director Luzerne County Purchasing Department, at (570) 820-6337 or by email at MaryAnn.Amesbury@luzernecounty.org.

1-3. Scope. This Bid contains instructions to prospective proposers and specifications for **Broker Management Services for Luzerne County Healthcare Plan**. Proposals must be submitted to the primary issuing office no later than **Friday, September 22, 2023 at 4:00 PM EST**. Luzerne County is soliciting this Bid to secure for a **base agreement period of three (3) years with a possible one (1) year extension**.

1-4. Background. The County of Luzerne, a third-class County in the Commonwealth of Pennsylvania, is soliciting bids from qualified companies registered in the Commonwealth of Pennsylvania to provide **Broker Management Services for Luzerne County Healthcare Plan** to the county and its agencies. The County desires to obtain the highest quality of **Broker Management Services for Luzerne County Healthcare Plan** at the lowest cost to its taxpayers.

1-5. Technical Proposal Requirements.

1. Vendors must have experience, qualifications, delivery fleet and facilities to handle this kind of contract.
2. Invoice each order separately. Do Not mix purchase order numbers on a single invoice.
3. Luzerne County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Luzerne County.
4. All bids are to be compared on the basis of meeting all necessary specifications. No bidder may withdraw his bid for a period of sixty days after the date of opening the proposal. The County reserves the right to award the bid to the vendor other than the low bidder if deemed to be in the best interest of the County.
5. Luzerne County will not be expected to pay freight or fuel charges.

No single factor will determine the final award decision. Several of the above factors will be used to develop a competitive ranking amongst all proposers. The County may narrow its prospective candidates after its initial review and may invite top ranked bidders to a technical proposal meeting to discuss the details of the candidate's proposal.

1-6. Method of Award

The County will purchase from the successful bidder for a period of 12 months or from the date of the contract awarded. The County reserves the right to do multiple awards and modify the proposal as it deems necessary.

In determining to whom to award the contract, the County shall consider the following criteria:

1. Purchase Price
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods and services.
4. The extent to which the goods or services meet the County's needs.
5. The vendors past relationship with the County.
6. All companies are required to submit with their bid a certificate of insurance, business licensure, and/or any state or federal accreditation certification.

1-7. Type of Contract. If an agreement is entered into as a result of this Bid, it will be developed using a modified version of the County's Master Professional Services Agreement including the term (and any extensions).

1-8. Rejection of Proposals. The assignment of the above services may be made to one or more of the bidders 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.

1-9. Incurring Costs. Luzerne County is not liable for any cost incurred by bidders prior to issuance of a contract.

1-10. Amendment to the Bid. If it becomes necessary to revise any part of this Bid, an amendment will be issued to all bidders who received the basic Bid for which Luzerne County has identified and the amendment will be published on the County's website.

1-11. Proposals. To be considered, bidders must submit a complete response to this Bid. Each bid must be submitted with one (1) original unbound and four (4) copies to the Issuing Office. The Bidder will make no other distribution of bids. An official authorized to bind the Bidder to its provisions must sign all bids. For this Bid, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Bidder may become contractual obligations if a contract is executed.

1-12. Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the Bid. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the bid.

1-13. Insurance. All Bidders 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.
Workers Compensation	\$1,000,000 each occurrence

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.

1-14. Government Experience. Each bidder should detail its past experience with specific reference to success with similar government entities in terms of size.

1-15. Form of Proposal. Attached to this Bid is the form of proposal which shall be used by all prospective bidders to submit a response to this Bid. The form shall be completely executed prior to submittal to the issuing office. If any blanks have not been filled in, Luzerne County may immediately reject the proposal as incomplete. All prospective bidders are instructed to completely examine this Bid prior to completing and submitting the form of proposal.

1-16. TERMINATION. This agreement can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. If 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 **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-17. 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.

1-18. 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.

1-19. 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.

1-20. Excuses. Neither **VENDOR** 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 **VENDOR** during the life of this Agreement.

SCOPE OF WORK

A. Introduction

Luzerne County is soliciting proposals for a Health Care Consultant for its self-insured health programs. The Management at Luzerne County is requesting proposals from your firm and what you can offer the County of Luzerne as a Health Care Consultant. It is understood that the Luzerne County reserves the right to choose the firm that it believes will serve in the best interest of the County Government.

B. Background

Luzerne County is located in the State of Pennsylvania, with the City of Pittston at the northern border, City of Hazleton at the southern border, Town of Berwick at the western border and town of White Haven at the eastern border. Current number of employees covered under the plan currently is 1,130; which includes active, retired and COBRA. The County has had a self-funded medical health care program for many years and has stop loss insurance in place. The County also has dental and vision plans for its employees, which can be examined, but the primary objective of the services should be focused on the medical plan.

Employee Information:

The County currently has the several Unions with Collective Bargaining agreements covering the following employee groups:

- AFSCME Court Appointed Support
- AFSCME Court Related
- AFSCME Residual
- Court Appointed Professional Employees Association
- Detectives
- LiUNA- expires 12.31.23
- MOU- Aging
- MOU- Children & Youth Services
- MOU- MHDS
- Teamsters AAA
- Teamsters ADA/APD
- Teamsters Children & Youth Services
- Teamsters MHDS

Number of Active Employees Covered: 1,093 (included in this number are individuals on Cobra)
Number of Retirees Covered: 37

C. Objective

The County has the following objectives for hiring a Health Care Consultant:

1. Review of the County's current plans and prepare a comparison analysis of cost trends.
2. Provide options for other plans available to better serve the County's employees as well as looking for more cost-effective alternatives for the County. Plans include but are not limited to Savings Accounts (HSA), Health Reimbursement Accounts (HRA) and any others that may be available.

3. Serve as a Healthcare Liaison for Labor Relations and Collective Bargaining with the various union groups listed above.
4. Review of the County's current stop loss program and provide any recommendations moving forward.
5. Review a multi-year history of the County's premium equivalent rates and provide recommendations for future rates.
6. Data analysis – work with the County's Third-Party Administrator (Blue Cross) to obtain costs and claim data history preparing on-going analysis to drive future planning for the benefit programs. Detailed analysis pertaining to but not limited to: Office visits primary, office visits specialist, top office providers, employee v. dependent claims, inpatient summary, top inpatient providers, ER claims, major diagnostic categories, disease categories, RX average paid summary, RX cost and volume, RX member cost share, RX direct v. mail order, RX brand v. generic, etc...
7. Provide options for a Countywide Wellness program along with employee incentive ideas for participation. Serve as a Liaison to implement the program with the various unions and employees listed above.
8. Serve as a Liaison between the County's employees and the Benefits Administrator for difficult and complex claims.
9. Examine the County's options for carving out the current RX Drug program and potential savings in doing so. Also provide recommendations for the future moving forward.
10. Maintain and update the County's Summary Plan Document (SPD).
11. Plan and administer employee information sessions for coverage updates and any changes to the plans.
12. Human Resource Support – work with the County's Human Resource and Benefits employees to provide any support and research needed as far as retrieving reports and information from the County's carrier.
13. Provide opportunities for the Health Consultant to be on site at the various County buildings for support to County staff.

D. Pricing Options for Services

Please include detailed information how your services will be billed to the County and/or how you will be compensated and include in Section E Number 8.

E. Criteria for Selection

Firms are given flexibility on how they would like to plan their proposal. However, either in the presentation or in written material the County would like to obtain the following information from your firm:

1. Name of firm, address, telephone number, fax number, email address.
2. Name, title, phone and email of contact person.
3. How long has your firm provided Health Care Consulting Services?
4. How many years of experience consulting for Pa governmental entities and specific experience with self-funded benefit plan designs, stop loss insurance and labor contract consultation (Please list the government entities and contact names and numbers).
5. Include experience and ability to access various carriers in the Health Care Arena (i.e. Blue Cross of Northeastern PA, Capital Blue Cross, Geisinger Health Systems, Aetna, etc...)
6. Provide an organizational description of your in-house team who would be servicing the account, including name, title and years of experience.
7. Minimum of \$1,000,000 Professional Liability Insurance.
8. Fee Proposal – please detail your fee schedule or compensation package requested
9. Copies – there should be 5 copies total of your proposal included with your submission.

A firm will be chosen on its proposal, credentials, and experience in the Health Care Consulting Industry. The County will choose the proposals that best fits its needs and the needs of its employees and dependents. The County is not obligated to award the contract based on cost alone.

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

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

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

State incorporated

Note:

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

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

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

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

**Return to Purchasing Department
Non Collusion Affidavit**

State of _____

County of _____

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

- 1) She/he is the _____ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- 2) She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- 3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- 4) Neither the said nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way 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 any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5) The price(s) and amount of this proposal, have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- 6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- 7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- 8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal

9) The above representations are material and unimportant, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Name)

(Title)

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

Name

Title

My commission expires _____