

Request for Proposal

**Luzerne County PA Workers Compensation
Claims Administration Services**

Ref #090922RFPHR

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: 4:00 p.m. October 14, 2022

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 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** to Luzerne County Purchasing upon contract award.

Contents

- I. Introduction**
- II. Timetable and Submission Rules**
- III. Company Profile**
- IV. Insurance & Risk Management Program Design**
- V. Loss Data Claim Handling Specifications**
 - V.1. Account Management**
 - V.2. Adjuster Staffing**
 - V.3. Claim Handling / Communication Protocols**
 - V.4. Litigation Management**
 - V.5. RMIS / Reporting / Technology**
- VI. Workers Compensation Specifications & Questions**
- VII. Costs & Fees**
- VIII. Timeline for Program Roll out**
- IX. References**
- X. Required Exhibits**

I. Introduction

Luzerne County has issued this Request for Proposal (“RFP”) to solicit proposals from qualified Workers' Compensation Claims Administrators to administer County workers' compensation claims, as well as Heart and Lung claim with the effective date of **January 01, 2023**. As a self-insured public entity, the County contracts with a qualified third party administrator (“TPA”) for workers' compensation claim adjusting services. The qualified candidate selected by the County as the TPA for their workers compensation program will be expected to communicate very closely with County's risk management team members.

TPAs must have personnel with specialized skills and certifications required to effectively and efficiently handle workers' compensation claims caseloads as well as Heart and Lung claims. Specially, they work with injured employees, medical providers and attorneys in investigating, negotiating and settling claims made by injured employees.

The TPA acts as the primary claims handler and serves in an advisory role to the County by making recommendations on the appropriate disposition (settlement or denial) of claims.

All proposals are due to the Luzerne County Purchasing Department by Friday, October 14, 2022 by 4:00 P.M.

This RFP provides detailed program requirements that have been developed by the County.

Each candidate is strongly encouraged to use the program specifications outlined in the appendices to design, price and customize their proposal highlighting specific differentiators in your proposed approach to the County's claims management program.

The TPA candidate must be able to demonstrate their ability to deliver premier best in class claims management services. Specifically, to:

- Document delivery of measurable results that reduce the costs and duration of County claims
- Partner proactively with County to create a “best in class” workers' compensation claims management program.
- A robust RMIS Risk Management Information Claims System with three (3) user access credentials included into the annual fee.
- Life of contract pricing for all new claims broken out per claim and flat fee. Data conversion pricing for the takeover claims and financial data conversion. Nurse Case Management per hour charge as ALAE.

Candidates **not intending** to respond to this RFP are requested to communicate the same in writing to Mary Ann Amesbury, Director, Luzerne County Purchasing Department.

The County Selection Committee includes:

- Angela Gavlick
- Jennifer Pecora
- Patrick Della Valle

II. Timetable and Submission Rules

The following timetable must be observed during the selection process. County reserves the right to alter and communicate changes to the proposed schedule at any time during the evaluation period.

RFP Submissions are required by October 14th, 2022 4:00 PM EST

Oral Presentations may be required at a date to be determined by the County.

Candidates must deliver **one (1) original copy and three (3) hard copies** of their proposal within the above stated timing requirements along with the provided label above to:

Mary Ann Amesbury c/o Luzerne County Purchasing

20 N. Pennsylvania Ave, STE 203

Wilkes Barre, PA 18701

Please limit your proposals to 30 pages with all appendices provided in written format (no CDs).

Term of agreement

The County anticipates the initial term of the awarded agreement beginning **1/1/2023 for three (3) years with two (2), one-year renewable options at County's sole discretion.** Please ensure pricing reflects the entire proposed duration of the agreement. Subsequent to this five-year period, any extension would be subject to mutually agreed upon pricing.

Questions regarding the RFP

Candidates interested in responding to this RFP may submit questions on procedural matters related to the RFP. **It is preferred that questions and requests be submitted via email.** All questions regarding this proposal should be directed in writing to Mary Ann Amesbury at MaryAnn.Amesbury@luzernecounty.org.

Do not make direct contact with the County Selection Committee. If the County determines the question and response to be applicable to all parties, they will be shared with all candidates.

Errors in the RFP

If, prior to the date fixed for submission of proposals, a candidate discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify in writing and request modification or clarification of the RFP.

If a candidate fails to notify the County of an error in the RFP known to candidate, or an error that reasonably should have been known to candidate, prior to the date fixed for submission of proposals, candidate shall bid at its own risk. Furthermore, if candidate is awarded the TPA contract, candidate shall not be entitled to additional compensation or time by reason of the error or its later correction.

Rights to reject or award proposals

Luzerne County reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual candidate if it is deemed in the County's best interest. Moreover, Luzerne County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the County.

Non-disclosure

Candidates are not authorized to make public or cause to be made public any disclosure relative to this solicitation without the written approval of the County.

III. County Profile

Luzerne County employs approximately 1400 employees.

Luzerne County provides diverse public services, both mandated and un-mandated, to the citizens of the County daily. These services require appropriate experience and knowledge to properly protect the employees and the County during the course of business. The diversity of the job requirements and the multitude of exposures require specialized claims handling service and experience to maximize the quality of the employee experience and cost effectiveness to the County.

IV. Insurance & Risk Management Program Design

The current County self-insured workers compensation program structure is:

Self-Insured in PA since 1983

Excess Workers Compensation: Midwest Employers Casualty Retention Limit: \$1,100,000

Current TPA: Excalibur

V. Loss Data Claim Handling Specifications

Loss Data

Claim Type	2019	2020	2021	2022
RO	39	28	56	16
MO	49	34	47	8
LT	8	9	8	5

Takeover Claims – 26
6 – Closed Indemnity – Open for Medical
5 - Full Comp Open Indemnity & Medical
5 - Partial Indemnity – Open Medical
4-Pre-Act 57
3- Litigation
1- Settled Indemnity Open Medical
1-Medical Only Open
1- Heart & Lung Open Medical & Indemnity

Policy Year	Medical Paid	Indemnity Paid	Legal/Adj Paid	Total
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1/1/2019- 12/31/2019	\$186,521	\$225,334	\$32,215	\$444,060
1/1/2020- 12/31/2020	\$302,595	\$377,194	\$52,838	\$732,627
1/1/2021- 12/31/2021	\$89,606	\$119,972	\$27,262	\$236,840
1/1/2022- 12/31/2022	\$19,731	\$34,298	\$3,552	\$57,581

Claim Handling Specifications and Questions

V1- Account Management

A Claims Account Manager is to be assigned to the County account. The Account Manager (AM) will play an essential role in the successful administration of this program. The AM must serve as an accessible and responsive key point of contact for all aspects of the program. Strong written and verbal communication skills are essential.

1. Describe in detail the role the AM will play in the implementation of this program.
2. Describe in detail how the account manager will interact with claims operations to ensure best in class claims management.
3. Outline the process for which the AM will monitor claim trends and outcomes and how those outcomes will be presented and utilized to drive improvement.
4. What are the top 3-5 core competencies of the account manager and/or account management process and how do they differentiate this role from your competitors?
5. Provide three (3) examples of demonstrated success from the proposed account manager.

V2- Adjust Staffing

1. Disclose the turnover ratio of your firm as it relates to the professionals that will service the contract (e.g., adjusters, supervisors) and include the turnover rate of all service centers proposed to service the County account.
2. Outline your company's hiring philosophy along with why your company can attract and retain top talent.
3. Describe all quality initiatives that are in place to incent the claims operations staff. Describe how these initiatives differentiate your company from the competition.

4. Describe your company's performance management process and measurements and how the utilization of these measurements will ensure best in class claims management and proactively identify when a change is needed.
5. Outline the training and continuing education requirements that will be in place for the claims adjusters.
6. Explain how caseloads will be managed.

V3- Claim handling/ Communication Protocols

Customized Claim Service Instructions will be required (developed during services implementation) and made available electronically to all claim personnel. This document will include reserve advisory, settlement consultation thresholds, and communication protocols.

1. Outline in detail how your company will ensure compliance to all Customized Claim Service Instructions and Best Practices and how your management and measurements differentiate your company from your competitors.
2. Describe your company's internal quality assurance protocols. Be specific as to how many files will be reviewed on a monthly basis, and how the results are disseminated both internally and to COUNTY. Describe how these protocols differentiate your company from your competitors.
3. Describe your company's SCHIP reporting process to ensure compliance with all MMSEA Section 111 reporting requirements. Please provide with your proposal any fees associated with this service. Please provide the names and roles of all 3rd party vendors being utilized in their proposal

Claim Intake

Luzerne County currently utilizes electronic email to submit claims to TPA. The TPA assigns claim number and administers the claim.

Outline any alternative solutions your company may have, keeping in mind that Luzerne County must have a centralized claim reporting service for County departments and locations.

Contacts / Investigations

1. Describe your company's new claim triage process to ensure the claim is created and coded appropriately as a Medical Only or Other than Medical Only.
2. Describe your company's process for ensuring contact with all applicable parties when a new claim is reported (Medical Only and Other than Medical Only). Be sure to outline the # of attempts that will be made, along with the timeframes, and the follow-up protocols to ensure quality contacts are made.

3. Describe your company's initial investigative process and how it differentiates your company from your competitors. Please be sure to include expected timeframes for posting compensability decisions and completion of the investigative process along with the criteria for securing recorded statements.
4. Describe how your company will handle the claim denial process, including how the injured worker is informed and who, if anyone, is contacted. What is your company's sustained denial rate?
5. Describe your company's reserving philosophy and how the reserving practices employed differentiates your company from your competitors.
6. If your company utilizes any reserving software, describe how it is utilized in the claims administration process. If software is not utilized, describe the process for reviewing reserves to ensure accuracy.
7. Outline the timeframes for establishing the initial reserves (with rationale) and how often/when there are subsequent reviews conducted

Action Plans/Barriers to Closure

1. Describe /outline your company's standards for completing action plans throughout the duration of a claim file (for both Medical Only and Other than Medical Only). What can Luzerne County expect to see in the claim file and how will the action plans aggressively push the claim to resolution?
2. Describe how your company avoids repetitive and vague action plans being completed.

Supervision

1. Describe your company's hiring practices for claims supervisor's, to include the average experience level and training provided.
2. Describe how the claims supervisor role interacts in the claims administration process. How will the claims supervisor add value to the County's claims administration program?
3. What is the proposed supervisor/adjuster ratio for the County's program?
4. Describe the process for ensuring adjuster compliance with supervisory direction/instruction.

Claim Administration Quality

1. Candidates must describe their quality initiatives program and what processes are in place to ensure compliance with the County's service instructions.

V4 Litigation Management

1. Describe your company's process for ensuring timely referral to counsel. Be sure to include timeframes for assignment and direction provided.
2. Describe how your company has implemented comprehensive strategies to reduce litigation risks.
3. Describe how your adjusters effectively manage counsel towards efficiency in the litigation process with a goal of favorable claims resolutions.
4. What, if any, resources are utilized to make the litigation management process efficient (electronic billings, budget management, etc.)
5. How does your company measure outcomes in the litigation management process (financial, duration, etc.)?
6. Describe how your company utilizes historical claims data to influence the litigation process. How does your company use the data to monitor law firm performance?

V5 RMIS/Reporting/Technology

The TPA shall provide COUNTY web-based access to view claim activity notes, financial information and create, print or download reports.

1. Demonstrate your company's experience in the following areas; emphasis should be on providing examples within the last three (3) years and how your platform differentiates your company from your competitors:
 - Management Information Systems;
 - Data integrity;
 - Data conversion process;
 - On-line access;
 - Standard, custom, optional, and OSHA reports; and
 - On-line notes capabilities; and data security.
2. Demonstrate your company's reporting capabilities by providing a sample, no longer than two pages for each, of the following standard reports:
 - Historical Valuation;
 - Reserve Change Report;

- Loss Triangle;
 - Loss Frequency;
 - Loss Stratification;
 - Loss by Cause Code;
 - Loss by Location.
3. Outline your company's imaging capabilities and outline three (3) examples of how it will benefit the County.
 4. Outline your capabilities to track lost workdays, modified duty status and capture RTW duration.
 5. Outline your company's data analytics capabilities for interpreting loss data and using the same to drive process oriented efficiencies in the claims handling process
 6. Provide an example of how your company's RMIS platform has been utilized to provide robust claim loss analytics and drive solutions to reduce the average cost per claim.
 7. Please describe your company's capabilities with working with external information system databases (RSG, CS STARS, etc.).
 8. Please outline what would happen with County's data should the contract be terminated by either party. Please outline the level of assistance provided to County when converting data to a new vendor.
 9. Detailed loss data was provided with this RFP to assist your company with providing a customized proposal. Please interpret this data and provide a loss analysis report, outlining specific areas of focus and recommendations for improving County's claims management program.

Security requirements

1. Describe your firm's system backup and security plan?
2. Is your system completely HIPAA-compliant?
3. Has your system recently undergone an annual security audit?
4. Is e-mail and internet traffic monitored and traffic actively URL filtered?
5. Is e-mail data encrypted with social security number security and verification (no SSN data sent in plain text)?
6. Is your system "locked down" and climate controlled with card key access?
7. Are third party SSL certificates installed on all outward facing servers?
8. Is your system protected by intrusion prevention and intrusion detection systems?
9. Is access restricted by user ID and password?
10. Is there an audit report or log of all on-line data entry and/or updates showing user ID, date, time and record(s) update?

VI. Workers' Compensation Specifications and Questions

Medical Programs:

Managed care services

1. Describe your company's initial triage process to ensure appropriate screening for early intervention and how this process differentiates your company from its competitors.
2. Describe the utilization review programs in place to ensure appropriate cost containment.
3. Describe your company's vocational rehabilitation/management process and how it will benefit County claimants.
4. How does your company ensure that treatment plans and expected disability are documented in the claims file and appropriately managed?

Preferred Provider Network (PPO)

1. Describe your PPO network.
2. Is your network leased or proprietary? How long have you been providing these services?
3. Describe any special program differentiators for your network.
4. Please provide a map of the geographic territory for your PPO network
5. How many providers are credentialed in the network?
6. How are the providers chosen for your network?
7. Can providers be nominated to your network?
8. What credentialing process do you utilize for acceptance of providers and what is the turnaround time for credentialing?
9. How do you monitor and evaluate provider's performance?
10. Do you have the ability to create carve-out networks?
11. Will you provide training and education on the PPO network for the field?
12. Describe discounts given for in-network and out-of-network office visits.
13. How will locations access the PPO directory?

Pharmacy Program

1. Do you currently have a pharmacy program or partner with a vendor for a pharmacy program?
2. Do you utilize an automatic dispensing authorization process? Are Rx cards for the injured worker available or is it a card-less program? What is your program for capturing "first fills"?
3. Is mail-order Rx available? What is the process? Please provide information about this service.
4. How do you handle Generic vs. Name Brand? Do you push generic unless specified by the prescribing doctor?
5. How do you identify situations where the injured worker may be getting prescriptions from multiple doctors or in an abuse / drug seeking pattern?
6. Can reports be generated to show outcomes on the pharmacy program/usage and how are they obtained? Web based, ad hoc, etc.

Bill Review

1. Is your bill review process in-house, and what software program do you use? If not, describe.
2. Please clearly describe the entire review work-flow process. Is this automated? How are charges communicated back to the TPA?
3. How often are the fee schedule/ reasonable and customary rates updated?
4. Explain how the percentage of savings is calculated? Provide an example.
5. What review procedures do you have in place for medical bills with missing or invalid International Classification of Diseases (ICD) 9 codes and missing or invalid procedure codes?
6. Please describe the mechanism for identifying inappropriate billing patterns.
7. Please describe your capabilities for tracking the CAPPED visits on physical therapy, chiropractic and occupational therapy for the various states. Is it a manual or an automated process?
8. Do you charge for duplicates?
9. Describe the workflow for disputes on bills?
10. What reports are available for bill review, usage, network penetration, savings, etc.? How are these integrated?
11. Can ad hoc reports be customized for County needs? If so, is there a charge for additional reports?
12. Do you offer state reporting capabilities i.e. EDI?
13. Please describe any quality assurance programs for reviewing bills.

14. What is your average savings countrywide? How is it calculated?

Utilization Review

1. Please describe your utilization review process.
2. What is the criteria for referral to utilization review? Turnaround time for utilization review?
3. Do you offer peer review? Please describe.
4. Do you offer pre-certification? Please describe.
5. When are cases referred to the physician advisor? What are the roles and duties of the physician advisor? Turnaround time.
6. Are you accredited by URAC, if not what other organizations are you accredited from?

VII. Cost & Fees

Pricing must include a listing and complete disclosure of those allocated charges not included in your per claim or flat fee pricing. This includes all managed care costs, administrative fees, RMIS fees and data transfer fees. A detailed written explanation of your offer can be provided to support your position or plan. The County is requesting a Life of Contract pricing model and will also consider flat rate pricing options.

VII. Timeline for Program Rollout

Please provide a program rollout timeline with as much detail that is currently available during this RFP process. Timeline should include all identified personnel and specific target dates for each activity.

IX. References

Please provide the name, address and phone number of at least three references of current accounts that most closely match the profile of COUNTY:

- 1.
- 2.
- 3.

Please provide the name, address and phone number of at least three references of past accounts that most closely match the profile of COUNTY: Please detail why you lost these accounts.

- 1.
- 2.
- 3.

X. Required Exhibits

Candidates must supply the following documentation as exhibits to their proposal. This should be identified as REQUIRED EXHIBITS and clearly tabbed and/or marked for each section corresponding to the below:

- 1) A sample copy of the service instructions worksheet
- 2) Directory of office locations and also note those pertinent to the County
- 3) Company mission statement
- 4) Sample claim status report AND reserve advisory worksheet
- 5) Sample Implementation & Large Account Transition Plan
- 6) Your Company's Organizational Chart & Proposed Service Team Chart
- 7) Evidence of Statement on Auditing Standards (SAS) 70 Certification
- 8) Certificate of Insurance for Errors and Omissions
- 9) Each carrier for which your firm is on the approved TPA list
- 10) Financial Relationship with each carrier identified in No. 9
- 11) Ownership relationship with any other company (e.g., brokerage, agency, insurance company)
- 12) Specimen Contract

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) with sixty (60) days.

Date: _____ 20____

Signature-typewritten

Signature-signed in ink

Street

City & State

Zip

Company telephone number

Salesman's telephone number

Company fax number

E mail address

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 the Luzerne County Manager and Luzerne County Government 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 _____