Solicitation Cover Sheet

SOLICITATION NAME	**Worker's Compensation Administration Claim Service & Medical Management Service**
SOLICITATION REF#	**10142026RFPHR**

PURCHASING AGENT: **Luzerne County Purchasing Department**
Luzerne County, Pennsylvania

ISSUING DEPARTMENT: **Human Resources**

QUESTIONS DUE DATE: **Wednesday, November 4, 2026 at 4:00 PM EST**

SOLICITATION DUE DATE: **Tuesday, November 10, 2026 at 4:00 PM EST**

SOLICITATION TYPE: ☐ **Invitation for Bids** ☒ **Request for Proposals**

PROPOSED CONTRACT ATTACHED: ☒ **No**

☐ **Yes** **Appendix E**

TERM OF AGREEMENT: See Appendix A

BID SECURITY REQUIRED: ☒ **No**

☐ **Yes** **Amt: $_____** **(50% of bid)**
- ☐ **Bid Bond**
- ☐ **Certified Check**
- ☐ **Corporate Check**

PERFORMANCE BOND REQUIRED: ☒ **No**

☐ **Yes** **Amt: $_____** **(No less than bid Amt)**

Please note the following acceptable method(s) for bid submission:

☐ **PennBid (ONLINE)**

ATTENTION:

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA THE PennBid PORTAL AT https://pennbid.bonfirehub.com BY THE DEADLINE INDICATED ON THE COVER SHEET. QUESTIONS REGARDING THIS PROJECT SHALL BE SUBMITTED VIA THE "Ask a Question" FEATURE IN PennBid BY THE DEADLINE INDICATED ON THE COVER SHEET. ANY FEES ASSOCIATED WITH THE USE OF PennBid ARE THE SOLE RESPONSIBILITY OF THE RESPONDER. SPECIFICATIONS AND SUPPORTING DOCUMENTS CAN BE OBTAINED AT NO COST ON PennBid.

☒ **HARD COPY (MAIL/DELIVERY)**

ATTENTION:

RESPONSES TO THIS SOLICITATION ARE ACCEPTED WEEKDAYS, 9:00 AM TO 4:00 PM, EXCLUDING HOLIDAYS. SUBMIT RESPONSES BY THE DEADLINE INDICATED ON THE COVER SHEET TO ADDRESS SPECIFIED BELOW. FOR INQUIRIES, CONTACT MARYANN AMESBURY AT 570-820-6337 OR MARYANN.AMESBURY@LUZERNECOUNTY.ORG.

YOU MUST PRINT THE BELOW ADDRESS AND SOLICITATION INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RESPONSE ENVELOPE.

UNLABELED RESPONSES WILL BE REJECTED.

Luzerne County
Purchasing Department
Penn Place Bldg.
Suite 223A
20 N. Pennsylvania Ave.
Wilkes-Barre, PA 18711

All solicitation responses must have this label attached with the name and reference number of the solicitation to the outside of the return envelope (UPS, FEDEX, etc.) or it will be rejected.
Solicitation Name_____
Reference #_____
Company Name_____

Responders who use USPS Services please note:

For USPS deliveries expect delays. Mail is re-routed from the Court House to Penn Place. Ensure timely delivery to the Purchasing Department by the specified deadline. The County accepts no responsibility for late or misdirected mail.

INSTRUCTIONS TO RESPONDERS

1. Form of Response. In addition to supplemental documentation specifically required by the terms of this Solicitation, Responder's response shall include all documents in this Solicitation, including: 1) the Solicitation Cover Sheet; 2) Instructions to Responders; 3) Appendix A – Specifications and all supplemental information required therein; 4) Appendix B – Questionnaire Form; 5) Appendix C – Non-Collusion Affidavit; 6) Appendix D – General Terms and Conditions; 7) Appendix E – Proposed Contract (if applicable); and 8) Appendix F – Signature Page and Certification. Note that Appendix A contains detailed specifications of the goods/services sought by the County and may include more specific directives relating to the form of the Responder's response including a requirement that Responder complete additional forms and/or information. If the required information/forms are not submitted or are incomplete, Luzerne County may immediately reject the response as incomplete. The stated quantities, if any, shall be considered to be estimates only and County reserves the right to increase or decrease the quantities according to demand and may reorder at any time during the contract period.

2. Any alterations, erasures, additions to or omissions of required information, or changes to the specifications or solicitation schedule, are made at the risk of the Responder and may result in rejection of Responder's submission. In case a Responder finds discrepancies or omissions or is in doubt as to the meaning of the specifications or solicitation schedule, he/she should at once notify the Luzerne County Purchasing Department via the "Ask a Question" feature in the PennBid portal no later than the Questions Due Date. The Purchasing Department will reply to such questions in an official supplement and emails will be sent simultaneously to all prospective Responders.

3. BID CONFIRMATION:

    a. PennBid SUBMISSIONS: Upon completion of the electronic submission (if applicable), Responder will receive an electronic Submission Confirmation with the date and time of completion and will receive any future pertinent bulletins regarding the project which may be issued via public notices before the due date and time. When required, a summary of bids received will be issued by Luzerne County via a Public Notice on PennBid shortly after the deadline. It should be noted that bid results are subject to further review and should not be construed as issuance of an award.
    b. MAIL IN BIDS: Upon submission of its response, Responder is responsible for confirming that it is recorded in the Purchasing Department office as a Responder so that it receives any pertinent bulletins issued before responses are opened. If requested, Luzerne County may issue a summary of bids received after the deadline. It should be noted that bid results are subject to further review and should not be construed as issuance of an award.

4. Responders must be recognized providers in the materials/services specified and qualified to advise in their application or use. Responder, upon request, must satisfy the County Manager and administrative officers that it has 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 response when it is intended to sublet the contract is cause for rejection of your submission, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the Solicitation opening.

6. In case of error in the extension of prices, the unit price shall govern.

7. If more than one response is offered by any one party or in the name of its clerk, partners, or other person, all such responses 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 response directly for the materials or work.

8. 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 in the response.

9. If indicated in the Solicitation Documents, the successful Responder(s) may be required to enter into a supplemental contract with the County within sixty (60) days of notification by the Purchasing Agent. Failure of Responder to do so shall result in the cancellation of the award and forfeiture of the bid bond/bid security, if any, which shall become the absolute property of the County of Luzerne. Whether or not a supplemental contract is required by the County, Responder understands and agrees to comply with the General Terms and Conditions attached hereto as Appendix D.

10. Luzerne County reserves the right for 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.

11. If indicated in this Solicitation, Responder may be required to submit with its response a **Bid Bond** or some other form of **bid security**. Responder's failure to supply the required Bid Bond or bid security when required will be grounds for disqualification of the Responder's submission. When a Bid Bond or other form of bid security is required, the amount of said bid bond or bid security shall be **fifty percent (50%)** of the total cost of the proposal or bid submitted.

12. If indicated in this Solicitation, upon acceptance of its bid/proposal Responder may be required to submit a **Performance Bond** for any bid/proposal over ten thousand dollars ($10,000.00) to Luzerne County Purchasing upon contract award. The amount of said Performance Bond shall be in an amount no less than the total dollar amount of Responder's bid/proposal.

13. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and/or price escalation clauses.

14. The successful Responder must permit the County to make payment to Vendor by credit or debit card without penalty or surcharge.

15. Other than when submission is made online through PennBid, Responder must submit an original and one copy of its response.

16. PennBid: Proposals may be withdrawn at any time prior to the due date and time listed in the Cover Sheet. After such due date and time has passed, Responders may only withdraw their response as provided for by Pennsylvania law, 73 P.S. 1601 et seq. No Responder may withdraw its bid/proposal for a period of sixty (60) days after the date of Solicitation opening.

17. The County reserves the right to award the bid/proposal to a Responder other than the lowest Responder if deemed to be in the best interest of the County. The County shall consider the following criteria: 1) price; 2) reputation of Responder and of its goods and services; 3) quality of the Responder's goods and services; 4) extent to which the goods or services meet the County's needs; and 5) Responder's past relationship with the County. The County may narrow the list of prospective vendors after initial review and may invite those Responders who provided the top-ranked bids/proposals to a technical bid/proposal meeting to discuss bid/proposal details. Award may be made to one or more Responders, but Luzerne County reserves the right to reject any and/or all submissions, to cancel the solicitation, and/or to re-advertise solicitation for these goods/services.

18. Responder is required to submit with its bid/proposal all documents specifically required by this Solicitation, including but not limited to business licensure and/or any state or federal accreditation certification. Certificates of insurance shall be provided by the successful Responder prior to the contract start date unless this Solicitation expressly requires submission with the bid/proposal.

19. Luzerne County will not be expected to pay freight or fuel charges.

20. Luzerne County shall not be liable for any cost incurred by Responder in responding to this solicitation.

21. Amendment to Solicitation. If it becomes necessary to revise any part of this Solicitation:

    a. **PennBid:** An amendment will be issued via the PennBid portal to all prospective Responders registered in the PennBid portal and identified by Luzerne County as having received the basic Solicitation. The amendment will be issued via the PennBid portal Public Notices and posted in "Supporting Documentation."

    b. **MAIL/DELIVERY SUBMISSIONS:** An amendment will be issued to all prospective Responders identified by Luzerne County as having received the basic Solicitation, and the amendment will be published on the County's website.

22. The contents of the response of the successful Responder shall become contractual obligations upon receipt of a Notice of Award from the County.

APPENDIX A - Specifications

PROPOSED CONTRACT TERM: The contract will be for one (1) year from date of contract award with two (2) one (1) year contract extensions to be done at the County's discretion. The anticipated initial contract period will be 01/01/2027 to 12/31/2027.

PROCURING DEPARTMENT: Human Resources

Address: **20 N. Pennsylvania Ave, Ste. 225, Wilkes Barre, PA 18711**

Contact: **Megan Stone**

Telephone: 570-826-8800

Fax: N/A Email: megan.stone.ohs@luzernecounty.org

Proposal for: ☒ **Services**

☐ **Goods**

Order Terms: _____

☐ **Purchase Order Only**

Additional Order Terms: _____

_____

Delivery: F.O.B., POINT OF DESTINATION _____

☐ **Minimum Frequency of Delivery** _____ **per** _____

☐ **Weekend/Holiday/After Hours Delivery May Be Required**

Additional Delivery Terms: _____

_____

Billing Terms: _____

_____

☐ **Other**

Description: _____

_____

SCOPE OF WORK

Luzerne County has issued this Request for Proposal ("RFP") to solicit proposals from qualified **Workers' Compensation Administrators for Claim and Medical Management Services** for the effective date of **January 01, 2027.** As a self-insured public entity, the County contracts with a qualified third party administrator ("TPA") for workers' compensation claim and medical services. The qualified candidate selected by the County as the TPA for their workers compensation program will be expected to communicate with the County's risk management team members.

THE PROFESSIONAL ORGANIZATION SHALL BE RESPONSIBLE FOR THIRD PARTY WORKERS' COMPENSATION CLAIM ADMINISTRATIVE PROFESSIONAL SERVICES.

The successful proposal for third-party claims administrator shall provide consulting, operation, and administrative services, in connection with the operation of the WC claims fund. The successful proposal shall provide certain WC claims management services in connection with claims/dates of injury occurring during the term of the professional services agreement that are covered under the County's self-insured workers' compensation program.

TPAs must have personnel with specialized skills and certifications required to effectively and efficiently handle workers' compensation 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.

Each proposer must submit one (1) original unbound and two (2) copies of their proposal sealed with the attached label from page two (2) on or before **Tuesday, November 10, 2026 at 4:00 PM EST** to:

Luzerne County Purchasing Department
Attention: Mary Ann Amesbury
Penn Place Office Building
Suite 223A
20 North Pennsylvania Avenue
Wilkes-Barre, PA 18711

Scope of Work questions can be sent via email to Megan Stone, at megan.stone.ohs@luzernecounty.org. The deadline for questions is **Wednesday, November 4, 2026 at 4:00 PM EST.**

REQUIREMENTS

A. OBLIGATIONS OF WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (TPA)

1. To review all claim forms submitted by the County and provide a determination as to the compensability of each submitted claim based on applicable laws and as the circumstances of each claim dictates; and
2. To establish and maintain estimated reserves for each claim and to consult with the County with respect to payment of any claim, or any claim's related expenses, which exceeds TPA's Discretionary Payment Authority Limit (as defined in Section C.3.(a)); and
3. To proceed with the payment or denial of each submitted claim as set forth in Section C.3.(a), i.e., within the Discretionary Payment Authority Limit, and, for those claims which exceed said authority limit, to seek Specific Prior Approval as defined in Section C.3.(b) prior to initiating payment of those claims (which exceed TPA's Discretionary Payment Authority Limit); and
4. To complete and timely file all Pennsylvania Workers' Compensation Bureau Forms as required by law and/or state regulations on each submitted claim; and
5. To maintain a file for each submitted claim (indemnity/lost time, medical only, and/or incident/record only) throughout the life of each claim; all closed claim files will be retained for a period of seven (7) years following claim closure; after being closed for seven (7) years, and at the County's option, the files will either be returned to the County or shredded by TPA; the County will be permitted to review any open or closed County claim file during TPA's normal business hours upon reasonable notice; and
6. To furnish to the County statistical information consisting of the following:
    a. A monthly check register of claim payments approved by TPA; the register shall include the amount, purpose, payee, date, check number, claim number and payment type broken down by indemnity, medical, and/or other expense (e.g., legal); and
    b. A monthly statistical loss run, of industry quality, consisting at minimum of claimant name, date of injury, claim number, type of injury and description of loss, claim status (open, closed, or reopened) payment history and reserve levels; the monthly loss run shall be valued as of the end of each calendar month and shall include all submitted claims for each calendar year; to include monthly recaps/summaries of County WC claim expense by Department (broken out as Indemnity Expense Paid, Medical Expense Paid, Legal Expense Paid, Adjusting Expense Paid, and Total Expense Paid by Department), and Year-to-Date recaps/ summaries of County WC claim expense by Department (same format as monthly recap/summary); and other reports as requested by the County; and
    c. A monthly report of all checks destroyed or otherwise rendered "void"; and
    d. Monthly bank account reconciliation of the County's WC claims fund, as administered by TPA, recapping beginning (monthly) balance, all deposits,

earned interest, checks drawn against/payments made, stop payments, voids or credits, and (month) ending balance.

7. To prepare a biweekly "indemnity forecast" of all claims due indemnity payments and to fax/email the biweekly "indemnity forecast" to the County at least three (3) business days prior to the indemnity check run; and
8. To notify the County, in writing, of any claim, which in TPA's professional judgment, should be reported to the County's excess workers' compensation insurance carrier; however, TPA will not report such claim(s) to the (County's) excess workers' compensation insurance carrier until expressly authorized by the County; upon mutual agreement of TPA and the County. When a claim is to be reported to the (County's) excess workers' compensation insurance carrier, TPA will comply with all claim reporting requirements and will provide copies of said claim reporting correspondence to the County; and
9. To provide a written report to the County on any claim where subrogation should and is being pursued; and
10. Upon the County's reasonable request, to be available and present at formal claim hearings at no additional cost to the County; and
11. To notify the County and seek specific prior approval, (as defined in Section C.3.(b)), for any County claim requiring litigation and/or legal support; the County retains the right to select any and all workers' compensation defense counsel(s) on its self-insured workers' compensation claims; also, to consult with the County prior to TPA assigning any independent claim investigators and/or surveillance on any County claim file; and
12. To maintain appropriate levels of Professional Liability Insurance and provide a current Certificate of Insurance to the County; note, failure of TPA to maintain continuous and uninterrupted Professional Liability Insurance will be grounds for County to unilaterally and immediately void this Professional Services Agreement; and
13. Should TPA obtain the technology, provide the County with "real-time" on-line computer access to the County's workers compensation electronic files, on a "read only" basis, via modem to TPA's workers' compensation claims administration system; any cost of installing dedicated phone lines and/or modems to be negotiated by TPA and the County; and
14. To provide access to TPA's network of workers' compensation healthcare providers, if any; the county retains the right to designate and post a list of panel healthcare providers for use by the County's workers' compensation claimants; and
15. To suggest vocational rehab, medical management intervention and services, where appropriate on County workers' compensation claims; however, the County retains the right to designate and select Vocational rehab and/or medical management vendors; and
16. To reprice all medical bills associated with County workers' compensation claims to the lesser of the mandated fee schedule or the negotiated discounts available through TPA's network of workers' compensation healthcare providers, if any.

B. OBLIGATIONS OF THE COUNTY

1. To promptly report all workers' compensation claims and/or incidents to TPA: and
2. In accordance with Section C.2., to pay fee amounts that become due and payable to TPA: and
3. In accordance with Section C.3.(c), to pay any allocated claim expense, as defined to TPA: and
4. Except as otherwise set forth in Section B.5., to grant claim settlement authority to TPA in the settlement of County workers' compensation claims within the Discretionary Payment Authority Limits, as defined in section C.3.(a); and
5. To maintain a self-insured workers' compensation exemption as granted by the Bureau of Workers ‘Compensation, Department of Labor & Industry of the Commonwealth of Pennsylvania (State) in accordance with the provisions of the Pennsylvania Workers' Compensation Act of 1915, and as subsequently amended.

C. GENERAL PROVISIONS

1. Term: The term of this professional services agreement shall be for three (3) year(s). The County can terminate this professional services agreement for just cause as set forth in Sections A.12. and of this agreement. This professional services agreement may be extended for annual renewal periods, upon the completion of this three (3) year term, provided both the TPA and the County mutually agree to continue under its terms and conditions, subject to mutually agreeable fees (for each annual renewal period, if any).
2. Fees:
    a. TPA will be paid a monthly fee on an annual claim.
    b. TPA will be paid an annual CMS/Medicare administration fee monthly for each year of this professional services contract for TPA to maintain the County’s compliance with the reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 as set forth in Section D.7. of the RFP document.
    c. TPA will retain ten percent (10%) of the total managed care medical expense savings generated by TPA for the County as a "Managed Care Access Fee"; the remaining ninety percent (90%) of the total managed care medical expense savings generated by TPA will benefit the County in reduced medical expenses on County self-insured workers' compensation claims.
3. Definitions: The following definitions will apply wherever their corresponding terms are used in the professional services agreement.
    a. "Discretionary Payment Authority Limit" shall mean a maximum amount of $5,000.00 per indemnity (lost time) or Specific Loss Claim (as defined within the Pennsylvania Workers' Compensation Act); any amount(s) payable, in excess of the per claim "discretionary payment authority limit," must have the prior approval of the County. Note: the "discretionary payment authority limit" does not apply to any reasonable and claim-related medical expense(s) of the County's self-insured workers' compensation claims; however, due to the self-funded nature of the County's self-insured workers' compensation program, TPA is required to

notify the County of any pending significant claim expenses coming due, such as large hospital bills, surgery bills, etc., prior to TPA's payment of these significant claim expenses on behalf of the County.

b. "Specific Prior Approval" shall mean the written approval from the County for: (i). the commencement of indemnity (lost time) payment(s) in a specific claim where the indemnity reserve, established by TPA, exceeds the "Discretionary Payment Authority Limit", or (ii). Retaining defense counsel and/or proceeding with any litigation or other legal action for disputes arising out of County self-insured claims.

c. "Allocated Claim Expenses" shall mean all reasonable business-related expenses incurred by TPA related to assignment of independent claim investigators, surveillance services, etc., including any business-related expenses as may be necessary for the handling of subrogation recovery efforts on County claims.

D. MISCELLANEOUS PROVISIONS

1. Work Made for Hire: All materials resulting from TPA's services under the professional services agreement are and shall remain the property of the County and shall be deemed "work made for hire." TPA agrees to assign, grant and convey to the County all of its right, title and interest, now existing or that may exist in the future, in and to any and all materials and/or "work" created by TPA pursuant to the agreement. TPA agrees to execute at a future date any further document that may be necessary to protect the County’s ownership of any and all materials or "works" created by TPA pursuant to this agreement. The TPA shall submit applications for copyright registration for any materials or “works” created by TPA pursuant to the agreement. For the purposes of this agreement, "work made for “hire” shall exclude TPA’s “know-how” proprietary information, and/or any inventions that TPA has developed for private business purposes that are beyond the scope of the agreement.
2. Non-Assignability: TPA may not assign the professional services agreement, or any of its rights or obligations hereunder, without the prior written consent of the County, and any attempted assignment without the prior written consent of the County, shall be void. Furthermore, no work performed by the TPA shall be sub-contracted to or performed on behalf of the TPA by any other third-party without the County’s prior express written consent.
3. Choice of Law: The professional services agreement shall be constructed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
4. Modifications/Waiver: No modification or waiver of any provision of the professional services agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of this agreement shall be deemed a waiver of any other provision of the agreement at that time or waiver of that or any other provision at any other time.
5. Entire Agreement: The professional services agreement shall constitute the entire agreement between the parties with regard to the professional services provided by the TPA to County and the agreement supersedes any and all prior agreements or

understandings between the County and TPA or their officers, directors, employees, and agents with regard to such services.

6. No Conflicting Agreements: TPA represents and warrants that it is not bound by any agreement, or other arrangement, that is in any way conflicting with or would render TPA unable to perform its obligations to the County under the professional agreement.
7. Reporting: TPA will assist the County in complying with the reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. TPA will act as the reporting agent for the County and will file the required reports under the Medicare, Medicaid and SCHIP Extension Act of 2007 on the County's behalf.

E. QUALIFICATIONS

1. Provide a description of the organization including date founded, staff size, and a list of all workers' compensation and consulting services offered by your organization, any subsidiaries (or subcontractors), and your parent company, as applicable.
2. What are your hours of operation?
3. Is there a dedicated 24/7 claims/nurse triage service that informs employees how to treat or seek medical attention for injuries?
4. Outline the Account Manager and staff's experience, certifications, and education in workers' compensation and liability claims management. Include a description of their background in claims investigation, case management, claims adjudication and settlement.
5. What is the current caseload of the primary team that would be assigned to Luzerne County?
6. Describe how the TPA manages communication with the injured employee and the County, HR and legal team from claim submission to settlement.
7. What is the turnaround time to respond to claims and inquiries, and to provide updates after medical appointments/treatments?
8. How is billing handled?
9. Are all claims staff and insurance adjusters, employed as staff or as a subcontractor? If subcontractor, provide the background on their company and staff.
10. On average, how many clients/claims does each claims staff member manage.
11. What is the staff's tenure in your organization and your staff turnover rate for the last three years?
12. How frequently are Account Managers changed?
13. What is your practice regarding investigating whether workers' comp injuries may not have occurred in the line of doing work and what is your process for denying claims?
14. Share your philosophy and practice regarding return to work and modified duty.
15. How does your TPA assist municipalities/clients with facilitating both return to work and modified duty?

16. Provide a summary of your firm's security/catastrophic/business continuity plan and records storage/data encryption process?
17. Describe how the County's claims data is securely stored and kept separate from other clients' claims data.
18. How would your firm handle the transition of claims files from our current TPA to your system if you are awarded the contract?

COST / PRICING PROPOSAL

Please provide the following information:

1. Provide the cost for TPA services for workers' compensation.
2. Cost for full compensation for the TPA's professional services and shall include all administrative, travel and other costs required to manage everything outlined in the Scope of Work and all TPA/subcontracted services.
3. The TPA(s)/subcontractors involved in this contract are strictly prohibited from receiving additional compensation/commissions.
4. Failure to disclose third-party compensation agreements/understandings to the County may result in bid rejection or future contract termination.
5. Costs and justification for recommended services outside the current scope.
6. Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the County. The Luzerne County Solicitor will review the Agreement. Additionally, the TPA agrees to protect, defend, hold harmless and indemnify the County, its officers, agents, and employees.

Appendix B - QUESTIONNAIRE FORM

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

Entity Name _____

Address _____

Telephone _____ Fax _____ Email _____

Website _____

Entity Type: ☐ Individual Name _____
☐ Partnership Partner Names _____
_____
☐ Corporation Name _____
State of Incorporation _____

Contact Name _____

Address _____

Telephone _____ Fax _____ Email _____

How long have you been in business? _____

Can you deliver/service to all locations in the County? ☐ Yes ☐ No

Can you deliver/service within two (2) business days after receiving order? ☐ Yes ☐ No

Is your company capable of notifying the County of partial shipments? ☐ Yes ☐ No

Please list two business references that you currently work with:

1. Name _____ Contact _____

Address _____

Telephone _____ Fax _____ Email _____

2. Name _____ Contact _____

Address _____

Telephone _____ Fax _____ Email _____

NOTE: PLEASE ATTACH A BRIEF RESUME LISTING RESPONDER'S EXPERIENCE PROVIDING THE GOODS/SERVICES REQUESTED IN THIS SOLICITATION TO GOVERNMENT ENTITIES.

Appendix C - 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 Responder that has submitted the attached bid/proposal.
(2) She/He is fully informed with respect to the preparation and contents of the attached submission and of all pertinent circumstances respecting such submission.
(3) Such submission 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 bid/proposal in connection with the contract for which the attached response 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 Responder, firm or person to fix the price or prices in the attached response or of any other Responder, or to fix any overhead, profit or cost element for the prices or the bid/proposal price of any Responder, or to secure, through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the County or any person interested in the proposed contract; and the price or prices quoted in the attached response 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 bid/proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Responder, or potential Responder.
(6) Neither the price(s) nor the amount of this bid/proposal, and neither the approximate price(s) nor the approximate amount of this bid/proposal, have been disclosed to any other firm or person who is a Responder or potential Responder, and they will not be disclosed before bid/proposal opening.
(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid/proposal on this contract, or to submit a bid/proposal higher than its bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.
(8) The bid/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 bid/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 bid or 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 bids or proposals for this contract.

(Signed) _____

(Name) _____

(Title) _____

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

_____
Name

_____
Title
My commission expires _____

Appendix D – GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.**

i. ‘Solicitation Documents’ includes all documents in the Solicitation including all Appendices.

ii. The terms ‘Response’, ‘Bid’, ‘Proposal’, and ‘Submission’ refer to the Responder’s response to the Solicitation.

2. All Solicitation Documents and Responder’s response are incorporated herein by reference as if set forth at length. In the event there is a conflict in any term or terms between these General Terms and Conditions and any other Solicitation Document and/or Responder’s bid/proposal, the order of precedence shall be as follows: (1) Contract (if applicable), (2) Appendix A, (3) These General Terms and Conditions, (4) any other Solicitation Document, and (5) Responder’s Response.

3. **TERM OF AGREEMENT.** The term of this Agreement between the parties is as identified in Appendix A.

4. **EARLY TERMINATION.** This Agreement can be terminated for convenience by the County upon sixty (60) days’ written notice. In the event that this Agreement is terminated, the County will compensate Vendor only for work completed/goods delivered and Vendor shall be responsible for delivery of all deliverables up to the date of termination.

5. This Agreement shall not be considered exclusive as to the goods/services that are the subject of this Agreement. Luzerne County reserves the right to make purchases from and/or engage the services of other vendors and/or service providers for substantially similar or identical goods/services if it is determined in the sole discretion of Luzerne County to be in its best interest.

6. **COUNTY’S RIGHT TO AUDIT.** Luzerne County reserves the right for 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.

7. **REQUIRED INSURANCE.** Vendor shall be responsible for furnishing and maintaining insurance in accordance with the specifications below and shall provide a certificate of insurance prior to the contract start date as evidence that the required insurance is in place and meets the following coverage and limit requirements:

a. **COMMERCIAL GENERAL LIABILITY** – policy to include premises and operations, products/completed operations and blanket contractual liability – the contractual section of the coverage must cover this Agreement. Limits apply on a per project / per location basis:

☒ $1,000,000 Each Occurrence Limit /
$3,000,000 General Aggregate Limit /
$3,000,000 Products and Completed Operations Aggregate Limit
☐_____
☐ Not required

b. **AUTOMOBILE LIABILITY** – to include owned, non-owned and hired vehicles:

☐ $1,000,000 Combined Single Limit
☐_____
☒ Not required

c. **EXCESS (UMBRELLA) LIABILITY** – coverage is to be in an umbrella form. Any restrictions or limitations in coverage should be specified on the certificate of insurance:

☒ $2,000,000 Each Occurrence Limit /
$2,000,000 Aggregate Limit
☐_____
☐ Not required

d. **WORKER'S COMPENSATION STATUTORY AND EMPLOYER'S LIABILITY:** Worker's Compensation coverage shall be in an amount which shall be the greater of that required by law or the amount indicated below.

☐ $100,000 Bodily Injury by Accident – each accident /
$100,000 Bodily Injury by Disease – each employee /
$500,000 Bodily Injury by Disease – policy limit
☐_____
☒ Not required

e. **PROFESSIONAL LIABILITY:**

☒ $1,000,000 Each Occurrence Limit /
$3,000,000 General Aggregate Limit

☐_____

☐ Not required

f. **CANCELLATION CLAUSE:** (Must be reflected on the Insurance Certificate) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

g. **CERTIFICATE HOLDER:** "COUNTY OF LUZERNE"

h. **ADDITIONAL INSURED:** (Must be reflected on the Insurance Certificate) The County of Luzerne, its Council, employees, directors, officers, departments, and divisions shall be included as additional insured on Liability Policies on a primary and non-contributory basis with respect to the work performed for this Agreement.

i. A Waiver of Subrogation applies to Liability and Worker's Compensation policies, where allowed by law.

8. INDEMNIFICATION, HOLD HARMLESS.

Vendor agrees to indemnify, defend, and hold harmless Luzerne County and its officers, agents, and employees against any and all losses, claims, causes of action, judgments, and expenses including, but not limited to, reasonable attorney's fees/defense costs, resulting from or arising out of (a) performance or breach of this Agreement by Vendor; or (b) any act, error, or omission on the part of the Vendor, its agents, employees, participants, subcontractors, or anyone acting under their direction, control, or on their behalf in connection with, or incident to their performance of this Agreement, except to the extent that such claims, losses, causes of action, judgments, demands, and expenses result solely from the negligent acts or omissions or willful misconduct of the County of Luzerne, or its officers, employees, or agents.

9. **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.

10. **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.

11. **APPLICABLE LAW.** 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 the Luzerne County Court of Common Pleas or the United States District Court for the Middle District of Pennsylvania.

Appendix E – PROPOSED CONTRACT (If Applicable)

N/A

Appendix F – Signature Page and Certification

To the County Manager:

I, the undersigned, being a duly authorized representative of the below-named entity, submit for your consideration this response to supply the goods and/or services specified in this response to Luzerne County's Solicitation. I also understand and agree that this response may not be withdrawn for a period of sixty (60) days after the date of opening.

I shall, if my response is successful, agree to the General Terms and Conditions contained in Appendix D as well as the terms of the written contract, if required by the County, which I will execute within sixty (60) days of the date I am notified of contract award. I also agree to furnish any required bid security and/or performance bond, if applicable, in accordance with the Solicitation Documents.

By signing below, I affirm that I am duly authorized to execute this response on behalf of the below-named entity. I certify that all information provided in my response and any accompanying documentation is accurate, truthful, and complete. I acknowledge that I have read and agree to abide by all terms, conditions, and specifications outlined in the Solicitation, all appendices, and any amendments thereto. I understand that any false statements or misrepresentations may result in disqualification of my response and potential legal action. I also confirm that the entity I represent is in compliance with all applicable laws, regulations, and ordinances related to this submission.

Date: _____20____

_____
Entity Name

_____
Authorized Representative Name and Title

_____
Signature of Authorized Representative