

**INSTRUCTION TO BIDDERS**

**SPECIFICATIONS**

**PROPOSAL BLANKS**

**TO**

**LUZERNE COUNTY COURT HOUSE**

**FOR**

**FOLDERS FOR PROTHONOTARY'S OFFICE**  
**#81810B2PROTH**

**2010**

**MARYANNE C. PETRILLA, CHAIRMAN**  
**THOMAS P. COONEY**  
**STEPHEN A. URBAN**

**COUNTY COMMISSIONERS**

**WALTER L. GRIFFITH JR.**  
**COUNTY CONTROLLER**

**NOTICE TO BIDDERS**

**SEALED PROPOSALS** WILL BE RECEIVED BY THE PURCHASING DIRECTOR OF LUZERNE COUNTY (ATTENTION: PAM GUARNERI), AT HIS OFFICE IN THE PENN PLACE BUILDING, 20 NORTH PENNSYLVANIA AVENUE, SUITE 203, WILKES-BARRE, PA 18701 UNTIL **10:00 A.M. (PREVAILING TIME), FRIDAY SEPTEMBER 3, 2010 FOR FOLDERS.**

THE BIDS WILL BE PUBLICLY OPENED THE SAME DAY IMMEDIATELY THERE AFTER AT THE LUZERNE COUNTY CONTROLLER'S OFFICE 20 NORTH PENNSYLVANIA AVENUE, WILKES BARRE, PA 18701-3509.

**PROPOSALS MUST BE ACCOMPANIED BY A CERTIFIED CHECK, BID BOND, BANK CASHIER'S CHECK OR TRUST COMPANY TREASURER'S CHECK IN THE AMOUNT OF TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID, MADE PAYABLE TO THE TREASURER OF LUZERNE COUNTY. IF THE BIDDER FAILS OR REFUSES TO ENTER INTO THE CONTRACT AFTER BEING GIVEN THE AWARD, THE PROCEEDS OF THE CHECK DEPOSITED BY HIM/HER SHALL BE USED AS LIQUIDATED DAMAGES BY THE COUNTY FOR HIS/HER FAILURE OR REFUSAL TO COMPLY.**

BID ENVELOPES TO BE PLAINLY MARKED ON THE OUTSIDE ENVELOPE **'FOLDERS FOR THE PROTHONOTARY'S OFFICE'.**

THE BIDDER SHALL HONOR THE PRICES FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE EXECUTION OF THE CONTRACT AND/OR AS NEGOTIATED AND ILLUSTRATED IN THE CONTRACT AGREEMENT.

BY SIGNING AND SUBMITTING A BID, EACH BIDDER SHALL BE DEEMED TO HAVE CONSENTED IN WRITING, WITHIN THE MEANING OF 16P.S. SECTION 18702 (e), TO SUCH EXTENDED DATE FOR THE CONTRACT TO BE AWARDED.

THE COUNTY OF LUZERNE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE, FAMILY, AND HANDICAPPED STATUS IN EMPLOYMENT OR THE PROVISION OF SERVICES.

**THE COUNTY OF LUZERNE IS AN EQUAL OPPORTUNITY EMPLOYER.**

**THE LUZERNE COUNTY COMMISSIONERS RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART OR ITEMS OF BIDS.**

**LUZERNE COUNTY**

**DOUGLAS A. PAPE, CHIEF CLERK**

## GENERAL INSTRUCTIONS TO BIDDERS

1. ALL PRICES SHALL BE BASED UPON DELIVERY, AFTER RECEIPT OF A FORMAL PURCHASE ORDER ISSUED BY THE PURCHASING DEPARTMENT.
2. ANY ALTERATIONS, ERASURES, ADDITIONS TO OR OMISSIONS OF REQUIRED INFORMATION, OR CHANGE OF SPECIFICATIONS OR BIDDING SCHEDULE, IS DONE AT THE RISK OF THE BIDDER AND MAY RESULT IN REJECTION OF HIS BID. IN CASE A BIDDER FINDS DISCREPANCIES OR OMISSIONS, OR IS IN DOUBT AS TO THE MEANING OF THE SPECIFICATIONS OF BIDDING SCHEDULE, HE 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 BIDDERS.
3. ALL BIDDERS ARE RESPONSIBLE TO SEE THAT THEIR NAMES APPEAR IN THE PURCHASING DEPARTMENT OFFICE ON THE FORM RECORDING THE NAMES OF PROSPECTIVE BIDDERS, SO THAT THE BIDDERS ARE ASSURED OF RECEIVING PERTINENT BULLETINS WHICH MAY BE ISSUED BEFORE THE BIDS ARE OPENED.
4. ALL BIDDERS MUST BE RECOGNIZED DEALERS IN THE MATERIALS SPECIFIED AND QUALIFIED TO ADVISE IN ITS APPLICATION OF USE. THE BIDDERS AT ANY TIME REQUESTED, MUST SATISFY THE COMMISSIONERS 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 BIDDER IS INTERESTED.
5. SUBMITTING A PROPOSAL WHEN IT IS INTENDED TO SUBLET THE CONTRACT IS CAUSE FOR REJECTION OF YOUR BID, OR CANCELLATION OF THE CONTRACT.
6. IT IS AGREED BY THE PARTIES HERETO THAT WHEREVER THE WORD "PURCHASING AGENT" OR THE PRONOUN IN PLACE THEREOF OCCURS IN THE ARTICLES OF AGREEMENT OF SPECIFICATIONS, IT IS HEREBY EXPRESSLY UNDERSTOOD THAT THE PURCHASING AGENT IS ACTING ONLY UNDER THE AUTHORITY OF AND SUBJECT TO THE APPROVAL OF THE COMMISSIONERS AND ADMINISTRATIVE OFFICERS.
7. BIDS FOR ALL OR PART WHERE BIDS ARE NOT QUALIFIED BY SPECIFIC LIMITATIONS, THE COUNTY RESERVES THE RIGHT TO AWARD ALL OR ANY OF THE ITEMS ACCORDING TO ITS BEST INTEREST, UNLESS OTHERWISE REQUIRED IN THE SPECIFICATIONS.
8. IN CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE SHALL GOVERN.
9. IT IS MUTUALLY AGREED AND UNDERSTOOD THAT IF AT ANY TIME, THE PURCHASING AGENT OR HIS AUTHORIZED REPRESENTATIVE SHALL BE OF THE OPINION THAT THE CONTRACT OR ANY PART THEREOF IS UNNECESSARILY DELAYED OR THAT THE RATE OF PROGRESS OR DELIVERY IS UNSATISFACTORY OR THAT THE CONTRACTOR IS WILLFULLY VIOLATING ANY OF THE CONTRACT REQUIREMENTS OR CONDITIONS, OR IS EXECUTING THE SAME IN BAD FAITH, HE SHALL THEREFORE HAVE THE POWER TO TAKE WHATEVER ACTION HE MAY DEEM NECESSARY TO COMPLETE WORK OR DELIVERY HEREIN DESCRIBED OR ANY PART THEREOF SAID CHARGE SHALL BE DEDUCTED FROM AND PAID TO THE COUNTY OUT OF SUCH MONEY AS MAY BE DUE TO THE CONTRACTOR BY VIRTUE OF THIS AGREEMENT, AND THE BONDSMEN TO BE HELD LIABLE FOR ANY BALANCE DUE AT THE COMPLETION OF THE CONTRACT.
10. 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 OR THE TIME CONSUMED IN THE COMPLETION.

11. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE INSPECTION OF MATERIALS AND WORKMANSHIP BY THE PURCHASING OR TESTING LABORATORY WILL IN NO WAY LESSEN THE RESPONSIBILITY OF THE CONTRACTOR OR RELEASE HIM FROM OBLIGATIONS TO PERFORM AND DELIVER TO THE COUNTY SATISFACTORY WORK AND MATERIALS. THE CONTRACTOR AGREES TO PAY THE COST OF ALL TESTS FOR DEFECTIVE MATERIALS AND TO ALLOW THE COST TO BE DEDUCTED FROM ANY MONEY DUE HIM FROM THE COUNTY, OTHERWISE BONDSMEN IN THIS CASE ARE LIABLE FOR SATISFACTORY COMPLETION OF THE CONTRACT.
12. 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.
13. IF MORE THAN ONE BID IS OFFERED BY ANY ONE PARTY OR IN THE NAME OF HIS CLERK, PARTNERS OR OTHER PERSON, ALL SUCH BIDS MAY BE REJECTED. HOWEVER, A PARTY WHO HAS QUOTED PRICES ON MATERIALS TO A BIDDER IS NOT THEREBY DISQUALIFIED FROM QUOTING PRICES ON MATERIALS TO OTHER BIDDERS OR FROM SUBMITTING A BID DIRECTLY FOR THE MATERIALS OR WORK.
14. THE COMMISSIONERS AND ADMINISTRATIVE OFFICERS RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS OR SPECIFICATIONS WHEN DEEMED TO THE BEST INTERESTS OF THE COUNTY AND ALSO TO PURCHASE ANY PART, OR NONE OF THE MATERIALS SPECIFIED.
15. ALL TERMS, REBATES AND DISCOUNTS SHALL BE CONSIDERED TO BE OFFERED EFFECTIVE AS OF THE DATE OF PAYMENT BY THE COUNTY NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED BY THE BIDDER IN HIS BID.
16. THE COUNTY WILL REJECT ALL MATERIALS THAT DO NOT MEET THE SPECIFICATIONS EVEN THOUGH THE BIDDERS LIST THE TRADE NAMES OF SUCH MATERIALS ON THE PROPOSAL SHEET.
17. 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.
18. THE PROPOSAL MUST BE ACCOMPANIED BY A CERTIFIED CHECK, CASHIER'S CHECK, BID BOND OR TRUST COMPANY TREASURER'S CHECK IN THE AMOUNT OF TEN PER CENT (10%) OF THE TOTAL AMOUNT OF THE BID SUBMITTED AND MADE PAYABLE TO THE LUZERNE COUNTY TREASURER, UNLESS OTHERWISE INSTRUCTED ON THE NOTICE TO BIDDERS PAGE 2 OF THESE INSTRUCTIONS.
19. THE PARTY OR PARTIES BIDDING UPON THIS PROPOSAL TO WHOM THE AWARD OR AWARDS ARE MADE SHALL BE REQUIRED TO ENTER INTO A CONTRACT WITH THE COUNTY OF LUZERNE WITHIN THIRTY (30 ) DAYS OF NOTIFICATION BY THE PURCHASING AGENT. FAILURE TO DO SO, THE AWARD MAY BE CANCELLED AND THE CHECK SUBMITTED SHALL BE FORFEITED AND BECOME THE ABSOLUTE PROPERTY OF THE COUNTY OF LUZERNE. IT IS ALSO UNDERSTOOD BY THE SUCCESSFUL BIDDER THAT IF, HE OR THEY, UNDER THE CONDITIONS HEREIN IMPOSED RELINQUISH ABSOLUTELY ALL RIGHT TO RECOVER SAID AMOUNT OR ANY PART THEREOF BY SUIT OR MANDAMUS.
20. THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO FURNISH A BOND WITH A PROPERTY SURETY COMPANY IN THE AMOUNT OF NOT LESS THAN ONE-HALF (1/2) OF THE SAID CONTRACT GUARANTEEING THE PERFORMANCE OF THE CONTRACT WITHIN

**THIRTY (30) DAYS AFTER THE CONTRACT HAS BEEN AWARDED. IF THE CONTRACT PRICE IS LESS THAN \$10,000.00 – NO BOND WILL BE REQUIRED. AN ANNUAL BOND IS ACCEPTABLE AND MAY BE KEPT ON FILE IN THE CONTROLLER’S OFFICE. UPON FAILURE TO FURNISH SUCH A BOND WITHIN THIS 30 DAY PERIOD, THE AWARD/AWARDS SHALL BE VOID.**

- 21. THE BIDDER OR BIDDERS TO WHOM THE CONTRACT IS AWARDED AGREES TO RELINQUISH THE COUNTY OF LUZERNE FROM ALL SUITS OR ACTION OF ANY NATURE OR DESCRIPTION BROUGHT AGAINST THEM FOR OR ON ACCOUNT OF THE USE OF PATENTS, APPLIANCES, PRODUCTS OR PROCESSES.**
- 22. THE COMMISSIONERS AND ADMINISTRATIVE OFFICERS, HOWEVER, 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.**
- 23. ALL BIDS MUST BE MADE ON PROPOSAL BLANKS ATTACHED TO THESE SPECIFICATIONS AND MADE PART THEROF, AND MUST BE ENCLOSED IN SEALED ENVELOPE DIRECTED TO THE LUZERNE COUNTY PURCHASING DEPARTMENT ATT: PAM GUARNERI AND ENDORSED UPON THE OUTSIDE OF SAID ENVELOPE “FOLDERS.”**
- 24. BIDDERS MUST WRITE OR PRINT THE FIGURES WITH INK OR A TYPEWRITER.**
- 25. A PROPOSAL WHICH IS INCOMPLETE, OBSCURE, CONDITIONAL OR UNBALANCED OR WHICH CONTAINS ADDITIONS NOT CALLED FOR OR IRREGULARITIES OF ANY KIND, MAY BE REJECTED AS INFORMAL. A PROPOSAL THAT CONTAINS ALTERATIONS OR IS NOT ACCOMPANIED BY A REQUIRED CERTIFIED CHECK, BID BOND, OR TRUST COMPANY TREASURER’S CHECK SHALL BE REJECTED.**
- 26. THE COMMISSIONERS AND ADMINISTRATIVE OFFICERS OF LUZERNE COUNTY RESERVE THE RIGHT TO REJECT ANY OR ALL PROPOSALS, OR ANY PART OR PARTS THEREOF AS MAY DEEM TO THE BEST INTEREST OF THE COUNTY OF LUZERNE. THE LUZERNE COUNTY COMMISSIONERS ALSO RESERVE THE RIGHT TO CANCEL THE AWARD AT ANY TIME BEFORE THE EXECUTION OF THE CONTRACT.**

### **SIGNING OF THE AGREEMENT**

**THE SUCCESSFUL BIDDER OR BIDDERS WILL BE REQUIRED TO SIGN THE ARTICLES OF AGREEMENT AS FOLLOWS:**

- 1. IF YOU ARE TRADING AS AN INDIVIDUAL – ALL COPIES OF THE ARTICLES OF AGREEMENT MUST BE SIGNED BY THE INDIVIDUAL TO WHOM THE AWARD IS MADE AND THE SIGNATURE MUST BE WITNESSED BY THE SAME WITNESS.**
- 2. IF YOU ARE TRADING AS A PARTNERSHIP – ALL COPIES OF THE AGREEMENT MUST BE SIGNED BY EVERY PARTNER COMPRISING THE PARTNERSHIP REGARDLESS OF THE NUMBER AND THESE SIGNATURES MUST BE WITNESSED BY THE SAME WITNESS.**
- 3. IF YOU ARE TRADING AS A CORPORATION – ALL COPIES OF THE ARTICLES OF AGREEMENT MUST BE SIGNED BY THE PRESIDENT (OR VICE PRESIDENT) AND ATTESTED BY THE SECRETARY OR ASSISTANT SECRETARY AND THE CORPORATE SEAL MUST BE AFFIXED TO ALL COPIES.**

**FOLDERS FOR THE PROTHONOTARY'S OFFICE**

**O.A. 9-1/2" X 12-1/2" BODY 9"X11-3/4"  
11 PT COLOR DOUBLE THICKNESS, FRONT AND BACK  
FULL CUT END TAB  
8 EMBOSSED SCORE MARKS  
2" TYVEK EXPANSION  
6-1/2" HIGH TYVEK GUSSETS – MYLAR REINFORCED ON INSIDE TOP  
POCKET FRONT SCORED  
SPECIAL COMPUTER GENERATED LAMINATED COLOR CODE STRIP LABEL  
APPLIED TO END TAB  
NO CUSTOM PRINTING**

**QUANTITY ANTICIPATED – APPROXIMATELY - 18,000 FOLDERS**

**THE STATED QUANTITY IS ESTIMATED ONLY, AND THE LUZERNE COUNTY  
PROTHONOTARY'S OFFICE RESERVE THE RIGHT TO INCREASE OR  
DECREASE THE QUANTITIES ACCORDING TO DEMAND, AND MAY REORDER  
AT ANY TIME DURING THE CONTRACT PERIOD.**

**BID PRICE PER FOLDER: \$ \_\_\_\_\_**

**BID PRICE TOTAL AMOUNT: \$ \_\_\_\_\_**

**COLOR CODE FOR THIS CONTRACT PERIOD – POWDER BLUE OR PINK**

**FOLDERS ARE TO BE NUMBERED SEQUENTIALLY, REFLECTING THE  
CURRENT YEAR (2011) WITH A STARTING NUMBER OF 00001.**

**THIS IS TO BE A ONE YEAR CONTRACT:**

**CONTRACT PERIOD: JANUARY 1, 2011 TO DECEMBER 31, 2011**

**ANY QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO:**

**PROTHONOTARY'S OFFICE  
AL PELLEGRINI  
200 NORTH RIVER STREET  
WILKES-BARRE, PA 18701**

**PHONE 570-825-1712  
FAX 570-825-1757**

**BIDDER SIGNATURE FORM**

**BIDDER** \_\_\_\_\_

**BID MUST BE SIGNED HERE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**INDIVIDUAL PARTNERSHIP OR CORPORATION**

THE BIDDER 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 COMMISSIONERS 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 BIDDERS RECORDS.

**BIDS SHOULD BE AS NET PRICES AND SHALL PREVAIL IN THE AWARDING OF CONTRACTS.**

**FAILURE OF THE BIDDERS 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 BID. SIGNATURES MUST BE WRITTEN IN INK. TYPED, PRINTED OR STAMPED SIGNATURES WILL NOT BE ACCEPTED.**

IT IS UNDERSTOOD BY BOTH THE COUNTY AND BIDDERS THAT ALL TRADE NAMES, CATALOGUE NUMBERS OR BIDS "AS PER SAMPLE" OFFERED ON THIS BID SHALL MEET THE SPECIFICATIONS, UNLESS THE BIDDER STATES THAT SUCH TRADE NAMES, CATALOGUE NUMBERS OR SAMPLES ARE NOT EQUAL TO THE SPECIFIED ITEM.

**RETURN TO PURCHASING DEPARTMENT**

**PROPOSAL BLANKS**

**TO THE COUNTY COMMISSIONERS:**

**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) WITHIN THIRTY (30) DAYS.**

**DATE** \_\_\_\_\_ **20** \_\_\_\_\_.

\_\_\_\_\_  
**SIGNATURE-TYPEWRITTEN**

**SIGNATURE – SIGNED IN INK**

\_\_\_\_\_

\_\_\_\_\_  
**STREET**

\_\_\_\_\_  
**CITY & STATE**

\_\_\_\_\_  
**COMPANY TELEPHONE NUMBER**

\_\_\_\_\_  
**SALESMAN'S TELEPHONE NUMBER**

\_\_\_\_\_  
**COMPANY FAX NUMBER**