

Request for Proposals

Office Space for

**Magisterial District 11-3-03
REF #113017RFPC**

Luzerne County Pennsylvania

DUE DATE December 18, 2017 at 4:00 PM EST
Luzerne County Purchasing
Attn: Mr. Mark Zulkoski
20 North Pennsylvania Ave
Penn Place Office Building
Wilkes-Barre, PA 18711
570-820-6337
mark.zulkoski@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 the:

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

Any questions in regard to the RFP package, please contact Mark Zulkoski at 570-820-6337

Or mark.zulkoski@luzernecounty.org.

ATTENTION:

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



Luzerne County Purchasing Department
Penn Place 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.

BID QUESTIONNAIRE FORM

1. How long have you been in business?

2. Can you deliver to all locations in the County? Yes No

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

Yes NO

4. Do you have a company website? Yes No

5. Do you have a toll-free number? Yes No

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

Yes NO

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

A. Name: _____

Address _____

Telephone _____

Contact _____

B. Name: _____

Address _____

Telephone _____

Contact _____

Notice to Responders

RFPs will be opened in the Luzerne County Purchasing Department **4:00 pm December 18, 2017 for Office Space for Magisterial District 11-3-03.**

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

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

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

Failure to follow these instructions may result in RFP rejection.

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

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place, It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

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

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

The County of Luzerne is an equal opportunity employer.

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

Luzerne County advertisement published by the order of:

C. David Pedri, Esq.
County Manager

**COURT OF COMMON PLEAS
COUNTY OF LUZERNE
MAGISTERIAL DISTRICT COURT NO. 11-3-03
REQUEST FOR PROPOSAL FOR OFFICE SPACE**

**PART 1
GENERAL REQUIREMENTS**

1-1. Purpose. This request for proposal (RFP) is being solicited by Luzerne County for the leasing of approximately 2,500 square feet of office space within the boundary of Magisterial District Court No. 11-3-03, a division of the Court of Common Pleas of Luzerne County.

1-2. Issuing Office. This RFP is issued by the Luzerne County Purchasing Department. Questions regarding this RFP can be addressed by contacting the Luzerne County Purchasing Director, Mark Zulkoski, by telephone at (570) 825-1501 or by email at mark.zulkoski@luzernecounty.org. The Issuing Office is the primary point of contact for this RFP. The Luzerne County Solicitors Office is the secondary point of contact for this RFP and can be reached at (570) 825-1598.

1-3. Scope. This RFP contains instructions to prospective bidders and specifications governing the proposed lease agreement. Proposals must be submitted to the primary issuing office no later than Tuesday, November 28, 2017 at 4:00 p.m. Luzerne County is soliciting this request for proposal for leasing of approximately 2,500 square feet of office space for use solely by the Luzerne County Magisterial District Court for a period of four (4) years with an option for two (2) additional two (2) year terms. The proposed location must be in Conyngham Borough, Freeland Borough, Black Creek Township, Butler Township, Foster Township or Sugarloaf Township.

1-4. Design Standards. The office space shall consist of approximately 2,500 square feet. The Proposer will be required to comply with all applicable federal, state and local requirements and obtain all necessary permits and approvals. The County proposes Design Standards which shall be the following:

- The footprint of the proposed office shall be either square or rectangular.
- All construction will comply with American with Disabilities Act (ADA) requirements.
- The space will be located on public transportation routes.
- The space will be located within the jurisdictional boundary of Magisterial District Court 11-3-03 (see municipalities listed in Section 1-3).
- Parking for a minimum of ten (10) cars dedicated for the exclusive use of District Court employees and business invitees will be located adjacent to the office space with code compliant ADA parking and access.
- Public parking located within one-quarter mile of the site.

- Access to the space will be well lit and secure at all times.
- Lighting: Office lighting level 50-75 foot-candles.
- For any proposed office space that is part of a multi-use facility, a separate access is preferred to allow the judge and staff secure entry and exit.
- The receptionist and the waiting area shall be separated by a full height wall with a sliding security vision panel (1/8 inch glazing).
- For proposed office space that is part of a multi-use facility, separate restroom facilities are preferred to allow the judge and staff security.
- Life Safety (fire extinguishers, emergency lighting, etc.) per code.
- It is preferred that the proposed office space be provided with:
 - Mechanical systems shall be central HVAC system.
 - The computer room shall be controlled by a separate HVAC system.
 - Electrical system shall include standard electrical distribution, GFI where required by code and a dedicated circuits with isolated ground for computer systems. All work shall be in compliance with the National Electric Code and Local Code standards.
 - Telephone/data circuitry shall be provided to all locations shown on the sample plan. All locations will be “home runs” to the computer room. Cabling shall be CAT VI.
- The County may require an improvement allowance of up to \$5.00 (or more based per rentable square foot for application to the cost of the improvement work, architect and engineering fees, wiring cabling and equipment. The County would also need the right to increase the allowance by up to an additional \$5.00 per rentable square foot, the additional amount to be amortized over the lease term. The County shall have the right to utilize any unused portion of the allowance as credit towards rental abatement.

1-5. Spatial Requirement Estimations

	Approximate Square Footage
A. Secretaries Office, with ballistic-proof inside window	300
B. Courtroom (with double-doors to waiting area)	650
C. Waiting Area (with locking entry to Secretaries Office, Courtroom, Conference Room and Holding Area)	440
D. Conference Room (with minimum 8'x3' conference table)	300
D. File Storage	90

E. Holding Area	120
F. Administrative Office	300
G. Public Restrooms @ 150 sf each	<u>300</u>
TOTAL	2,500 square feet

1-6. Type of Contract. If a lease is entered into as a result of this RFP, it will be paid on a monthly basis for four years.

1-7. Rejection of Proposals. The assignment of the above services may be made to one of the proposers responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, to re-negotiate the proposal, and/or to re-advertise solicitation for these services.

1-8. Incurring Costs. Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

1-9. Amendment to the RFP. If it becomes necessary to revise any part of this RFP, an amendment will be issued to all proposers who received the basic RFP for which Luzerne County has identified and the amendment will be published on the County's website.

1-10. Response Date. To be considered, proposals must be received at the primary issuing office no later than **Monday December 18, 2017 at 4:00 p.m.**

1-11. Proposals. To be considered, proposer must submit a complete response to this RFP, using the format provided in Part II. Each proposal must be submitted with three (3) copies to the Issuing Office. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign all proposals. For this RFP, the proposal must remain valid for at least ninety (90) days. The contents of the proposal of the successful Proposer will become contractual obligations if a contract is executed.

1-12. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Sketches should be provided by the Proposer to indicate conformance to the minimum design standards indicated in Sections 1-4 and 1-5. Color pictures of the proposed space, adequate to substantiate the proposer's space and parking area are helpful and are suggested to accompany the submission. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the

proposal. The total price shall be completely entered on the Proposal Form included in this RFP.

1-13. Ownership. All Proposers shall certify and acknowledge ownership of all property proposed for use for this RFP. No “third party” agreements shall be considered. Proposers shall also certify ownership of all access to the property proposed for use as parking area for this RFP. Proposals that include any access or portion of the parking area that is under any easement, agreement and/or covenant with a third party shall be rejected. Proposers must include names of all owners of the proposers firm if not applying as an individual.

1-14. Insurance. All Proposers shall be responsible for furnishing and maintaining insurance for the building, parking area and accesses in accordance with the specifications indicated as follows:

- Limit for Bodily Injury and Property Damage:
 - Each Occurrence \$1,000,000
 - Damage to Rented Properties \$ 100,000
 - Medical Expense \$ 5,000
 - Personal & Advertising Injury \$1,000,000
 - General Aggregate \$2,000,000
 - Products & Comp. Operations Aggregate \$2,000,000

- Additional Insured Endorsement to name: Luzerne County

- Waiver of Subrogation in favor of: Luzerne County

- Include Hold Harmless Agreement

Umbrella

- Each Occurrence \$1,000,000
- Annual Aggregate \$1,000,000

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

1-15. Snow and Ice Removal. The successful lessor shall be required to remove all snow and ice from the entire parking area and all accesses within 24 hours of the end of the storm event. The lessor shall be required to maintain 1

inch or less accumulation during a storm event at all times until the event ends. The lessor shall check the parking area and accesses daily and when temperatures fall below 32-degrees Fahrenheit during the business day. All ice detected during these periodic checks shall be removed by the lessor. All labor, material and equipment used to accomplish snow and ice removal for the life of the agreement is incidental to the lease price.

1-16. Debris Removal. The lessor shall inspect the parking area and all accesses prior to every business day for debris within the lease limits. The lessor shall remove all debris from the lease limits prior to the start of the workday throughout the life of the agreement. All debris removal shall be provided at no additional cost to Luzerne County. Glass or other debris that may damage a vehicle or cause a physical safety concern shall be removed within the maintenance notice period throughout the life of the agreement.

1-17. Rent. Each proposal shall contain a suggested rental amount per month. This rent will include all utilities and other services.

1-18. Maintenance Notice. Luzerne County and/or the District Magisterial Court may issue verbal notice of a maintenance need to the lessor. The lessor shall be given a twenty four (24)-hour period to correct the maintenance concern to the satisfaction of the issuing office. At expiration of the twenty four (24)-hour notice period, Luzerne County reserves the right to correct the maintenance need to its satisfaction. Luzerne County shall apply all labor, material, equipment and overhead necessary to rectify the maintenance need to the following month's rent.

1-19. Lessor Work. Lessor shall not conduct any work that would disrupt any facilities within the lease area at any time. Scheduled maintenance repairs shall occur after the work day, as indicated above, expires. The lessor shall not issue any easement or sell any part of the lease area to a third party for throughout the life of the agreement without Luzerne County approval.

1-20. Form of Proposal. Attached to this RFP is the form of proposal which shall be used by all prospective proposers to submit a lump sum price for this RFP. The form shall be completely executed prior to submittal to the issuing office. If any blanks have not been filled in, Luzerne County may immediately reject the proposal as incomplete. All prospective proposers are instructed to completely examine this RFP prior to completing and submitting the form of proposal.

**COURT OF COMMON PLEAS
COUNTY OF LUZERNE
MAGISTERIAL DISTRICT COURT NO. 11-3-03
REQUEST FOR PROPOSAL FOR OFFICE SPACE**

**PART 2
PROPOSAL FORM**

PROJECT IDENTIFICATION: Magisterial District Court No. 11-3-03
Office Space Lease
Luzerne County, Pennsylvania

THIS PROPOSAL IS SUBMITTED TO:

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

1.01 The undersigned proposes and agrees, if this Proposal is accepted, to enter into a Lease Agreement with Luzerne County to provide approximately 2,500 square feet of office space for a period of four years.

2.01 Proposer accepts all of the terms and conditions of the RFP (Part 1). The Proposal will remain subject to acceptance for ninety (90) days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of OWNER.

3.01 In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

A. Proposer has examined and carefully studied the RFP, the other related data identified in the RFP, and the following Addenda, receipt of all which is hereby acknowledged

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Proposer has examined the RFP and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost of the Lease.

- C. Proposer is familiar with and is satisfied as to all federal, state and local laws to be in compliance with the Lease Agreement.
- D. Proposer does not consider that any further examinations, investigations, or data are necessary for the determination of this Proposal for performance of the Lease at the price(s) proposes and within the times and in accordance with the other terms and conditions of the RFP.
- G. Proposer is aware of the general requirements of the RFP to be performed by the successful lessor should the Proposal be accepted by Luzerne County.
- H. Proposer agrees to provide the required insurance indicated in the RFP if the County accepts Proposal.
- I. Proposer has given the issuing office written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP, and the written resolution thereof by issuing office is acceptable to Proposer.
- J. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Lease Agreement for which this Proposal is submitted.

4.01 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over OWNER. Proposer further agrees to identify all owners of the proposer's entity if not submitting as a sole individual.

5.01 Proposer will execute the Lease Agreement in accordance with the RFP for the price(s) indicated on the following Proposal Form –MAGISTERIAL DISTRICT COURT 11-3-03 OFFICE LEASE.

6.01 Proposer agrees to reimburse the County all funds expended to rectify a maintenance need as outlined in the RFP.

SUBMITTED on _____, 2017.

BY: _____

LEASE PRICE (in words): _____

(\$ _____)
(numeric)

Luzerne County reserves the right to accept or reject any bid or waive any informality in the process.

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

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

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

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

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

Return to Purchasing Department

Non Collusion Affidavit

State of _____

County of _____

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

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

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

(Signed) _____

(Name)

(Title)

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

Name

Title

My commission expires _____