

**COUNTY OF LUZERNE  
AREA AGENCY ON AGING FOR LUZERNE/WYOMING COUNTIES  
REQUEST FOR PROPOSAL FOR OFFICE/OPEN SPACE  
FOR THE WYOMING COUNTY ACTIVE ADULT CENTER  
Ref #101017RFPAAA**

DUE DATE                    October 26, 2017 at 4:00 PM EST

Luzerne County Purchasing Department

Attention: Mr. Mark A. Zulkoski

Penn Place Office Building

20 North Pennsylvania Avenue

Wilkes-Barre, Pa 18711

570-820-6337

[mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org)

**FIND US AT: [www.luzernecounty.org/procurement](http://www.luzernecounty.org/procurement)**

## **ATTENTION:**

Bids will be received weekdays between the hours of

9:00 AM to 4:00 PM only (excluding holidays).

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

All bids must be delivered to the:

**Luzerne County Purchasing Department**

**20 North Pennsylvania Avenue**

**Suite 203**

**Wilkes Barre, PA 18711**

Failure to follow these instructions will result in bid rejection.

Any questions in regard to the bid package, please contact Mark Zulkoski

At 570 - 820 -6337 or [mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org).

## **ATTENTION**



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

**Luzerne County**  
**Purchasing Department**  
**Penn Place Bldg.**  
**Suite 203**  
**20 N. Penn 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 #** \_\_\_\_\_

**Bidders 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 Bidders responsibility to get their bid packets to the Purchasing Department by the time specified. It is the Bidders responsibility to get their bid 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.

### Signing of the Agreement

The successful responder or responder's 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.

**COUNTY OF LUZERNE  
AREA AGENCY ON AGING FOR LUZERNE/WYOMING COUNTIES  
REQUEST FOR PROPOSAL FOR OFFICE/OPEN SPACE  
FOR THE WYOMING COUNTY ACTIVE ADULT CENTER  
Ref #101017RFPAAA**

This request for proposal (RFP) is being solicited by Luzerne County for the leasing of approximately 6,000 square feet of office/open space within the city of Tunkhannock for use as the Wyoming County Active Adult Center, sponsored by the Area Agency on Aging for Luzerne/Wyoming Counties.

This RFP is issued by the Luzerne County Purchasing Department. The Issuing Office is the primary point of contact for this RFP. The Luzerne County Engineer's Office is the secondary point of contact for this RFP.

The RFP contains instructions to prospective responders and specifications governing the proposed lease agreement. Proposals must be submitted to the primary issuing office no later than 4:00 PM EST on October 26, 2017, to Mark Zulkoski, Luzerne County Purchasing Director, at 20 North Pennsylvania Avenue, Wilkes-Barre, PA 18702.

Luzerne County is soliciting this request for proposal for leasing approximately 6,000 square feet of office/open space for use solely by the Wyoming County Active Adult Center sponsored by Area Agency on Aging for Luzerne/Wyoming Counties for a period of four years with the option to renew.

All respondents are required to submit an original and three copies of their proposal in a plain envelope with the project title clearly marked on the outside to the envelope.

The County reserves the right to reject any and all proposals if it feels it is in the best interest of the County.

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.

C. David Pedri  
Luzerne County Manager

**COUNTY OF LUZERNE  
AREA AGENCY ON AGING FOR LUZERNE/WYOMING COUNTIES  
REQUEST FOR PROPOSAL FOR OFFICE/OPEN SPACE  
FOR THE WYOMING COUNTY ACTIVE ADULT CENTER**

**PART 1  
GENERAL REQUIREMENTS**

**1-1. Purpose.** This request for proposal (RFP) is being solicited by Luzerne County for the leasing of approximately 6,000 square feet of office/open space within the city of Tunkhannock for use by the Wyoming County Active Adult Center, sponsored by the Area Agency on Aging for Luzerne/Wyoming Counties.

**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 Department at (570) 825-1501. The Issuing Office is the primary point of contact for this RFP. The Luzerne County Engineer's Office is the secondary point of contact for this RFP.

**1-3. Design Standards.** The office/open space shall consist of approximately 6,000 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 minimum Design Standards shall be the following:

- The footprint of the proposed office shall be either square or rectangular.
- All construction will comply with Americans with Disabilities Act (ADA) requirements.
- The space will be located on/near public transportation routes.
- The space will be located within the city of Tunkhannock.
- Parking for a minimum of thirty (30) cars dedicated for the exclusive use of County employees and business invitees will be located adjacent to the office space with code compliant ADA parking and access.
- Public parking located within one-eighth 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.
- Mechanical systems shall be central HVAC system.
- Electrical system shall include standard electrical distribution, GFI where required by code and 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 and all locations will be "home runs" to the computer areas. Cabling shall be CAT VI.



#### 1-4. Spatial Requirements

#### Approximate Square Footage

A. Dining Area	Open area
B. Kitchen Area	11 x 22
C. Two/Three Offices	9 x 11
D. Closets	
E. Public Restrooms	Men/Women's 3 stall with handicapped accessibility
F. Computer Room	22 x 20
G. Reception Area	Open area

**1-5. Type of Contract.** If a lease is entered into as a result of this RFP, it will be paid on a monthly basis for a term of a minimum of four (4) years with an option to renew. A copy of the proposed lease is contained in Attachment 1. The County will entertain a longer lease agreement, if submitted with length of time and cost.

**1-6. 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, and/or to re-advertise solicitation for these services.

**1-7. Incurring Costs.** Luzerne County is not liable for any cost incurred by proposers prior to issuance of a contract.

**1-8. 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.

**1-9. Response Date.** To be considered, proposals must be received at the primary issuing office no later than **Thursday, October 26, 2017 at 4:00 PM EST.**

**1-10. 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.

**1-11. 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, shall 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.

**1-12. 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 may be rejected. Proposers must include names of all owners of the proposers' firm if not applying as an individual.

**1-13. 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.

**1-14. 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 after 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 immediately removed by the lessor. All labor, material and equipment used to accomplish snow and ice removal the life of the agreement is incidental to the lease price.

**1-15. Debris Removal-** The lessor shall inspect the parking area and access 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 work day throughout the life of the agreement. All debris removal shall be provided at no additional cost to Luzerne County. Glass and 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.

**1-16. Proposed Lease.** The selected responder will be expected to enter into a lease agreement that is mutually acceptable by Luzerne County and the prospective Lessor. A copy of the proposed lease is attached.

**1-17. Maintenance Notice.** Luzerne County and/or the Area Agency on Aging Director may issue verbal notice of a maintenance need to the lessor. The lessor shall be given a twenty- four hour period to correct the maintenance concern to the satisfaction of the issuing office. At expiration of the twenty four-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.

**1-18. 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's written approval.

**1-19. 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. Luzerne County reserves the right to waive any defect in the proposal process.

**COUNTY OF LUZERNE**

**AREA AGENCY ON AGING FOR LUZERNE/WYOMING COUNTIES  
REQUEST FOR PROPOSAL FOR OFFICE/OPEN SPACE  
FOR THE WYOMING COUNTY ACTIVE ADULT CENTER**

**PART 2  
PROPOSAL FORM**

**PROJECT IDENTIFICATION:** County of Luzerne  
Area Agency on Aging  
Wyoming County Active Adult Center  
Office Space Lease  
Tunkhannock, Pennsylvania

**THIS PROPOSAL IS SUBMITTED TO:**

Luzerne County Purchasing Department  
Attn: Mark Zulkoski  
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 6,000 square feet of office/open space for a period of four (4) years with the option to renew.

**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.
- E. 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.
- F. Proposer agrees to provide the required insurance indicated in the RFP if the County accepts Proposal.
- G. 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.
- H. 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 – WYOMING COUNTY ACTIVE ADULT CENTER SPONSORED BY THE AREA AGENCY ON AGING FOR LUZERNE/WYOMING COUNTIES.

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

**7.01** The following documents are attached to and made a condition of this Proposal:

Attachment 1. Proposed Lease Agreement;

SUBMITTED on \_\_\_\_\_, 201\_\_\_\_.

BY: \_\_\_\_\_

LEASE PRICE (in words): \_\_\_\_\_

\_\_\_\_\_

(\$ \_\_\_\_\_)

(numeric)

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

**COUNTY OF LUZERNE  
AREA AGENCY ON AGING FOR LUZERNE/WYOMING COS.  
REQUEST FOR PROPOSAL FOR OFFICE/OPEN SPACE  
FOR THE WYOMING COUNTY ACTIVE ADULT CENTER**

**ATTACHMENT 1  
PROPOSED LEASE AGREEMENT**

**Master Lease Agreement**

**Article 1. Parties**

**THIS LEASE AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between \_\_\_\_\_, a Pennsylvania \_\_\_\_\_, with its principal place of business at \_\_\_\_\_, (hereinafter called "**LESSOR**") and Luzerne County, a political sub-division of the Commonwealth of Pennsylvania, having its principal office at the 200 North River Street, Wilkes-Barre, Pennsylvania, (hereinafter called "**LESSEE**").

**R-E-C-I-T-A-L-S**

**WHEREAS, LESSOR** is the owner of the premises located at \_\_\_\_\_, Pennsylvania, and desires to rent the building located there to **LESSEE** for use as office/open space, more specifically for the exclusive use by Wyoming County Active Adult Center and such other County uses as **LESSEE** deems appropriate; and

**WHEREAS, LESSEE** desires to rent same;

**NOW, THEREFORE**, the parties, intending to be legally bound, do agree as follows:

**Article 2. Demise, Description, Use and Premises**

**LESSOR** hereby leases to **LESSEE**, who hereby leases from **LESSOR**, the demised premises located at and known as \_\_\_\_\_, Pennsylvania, consisting of approximately \_\_\_\_\_ square feet of said space to be occupied and used for the doings of all things necessary and incidental to **LESSEE**'s uses as described above (said space hereinafter called "leased premises" or "demised premises"), for the term of four (4) years with the option to renew exercisable at the sole discretion of the County, commencing as set forth in Article 3 herein and continuing until terminated as provided herein for the minimum annual rentals as set forth in Article 4 hereof.

**Article 3. Terms and Use**

The term of this Lease shall commence on first day of the month next succeeding the date on which **LESSOR** completes construction of the renovations specified on Exhibit A (if applicable), except that if construction is not completed on or prior to the 48<sup>th</sup> day from the date of this Lease, same shall, at the sole option of **LESSEE**, become null and void. **LESSOR** and **LESSEE** shall each make all reasonable efforts within their powers to ensure that construction is substantially completed prior to said date. Construction will be deemed completed on the earliest of the following dates:

- (a) The date on which **LESSEE** acknowledges completion, either in writing or by occupying and beginning operation of **LESSEE'S** business on the premises, provided that **LESSEE'S** exercise of its right of access to the building pursuant Sub-paragraph (c) below shall not be deemed to be an acknowledgement of completion of construction.
- (b) The date on which the architect or contractor supervising or performing the construction certifies in writing that the construction has been completed in conformity with the plans and specifications referred to in Exhibit A, all required occupancy permits have been issued and an engineer selected by **LESSEE** certifies that the construction has been performed in accordance with the specifications referenced herein and that the office is fit for occupancy.

During the period between the execution of this Lease and the commencement of the Lease term, **LESSEE** will have access to the leased premises for the purpose of inspection the progress of the construction.

If renovations are not applicable to this Lease, the date beginning the term shall be in accordance with the date indicated on the executed signed by the Luzerne County Manager.

The term of this Lease is as set forth in this Lease.

If the **LESSOR** is a corporation or any other legal organization registered in the Commonwealth of Pennsylvania, other than an individual or partnership, **LESSOR** shall provide **LESSEE** with the following:

1. Certificate of Good Standing;
2. Articles of incorporation;
3. By laws;
4. Complete listing of all corporate officers, shareholders, and all other individuals and/or corporations with any financial interest in said **LESSOR**;
5. Resolution of **LESSOR** authorizing this Lease;
6. For each person described in subparagraph 4 that is not an individual, documents similar to those set forth in subparagraphs 1 through 5 for each such party.

**Article 4. Rental**

**LESSEE** agrees to pay **LESSOR** at such place as the **LESSOR** shall designate from time to time, in writing, as rent for the leased premises, the minimum annual sum of \_\_\_\_\_ **DOLLARS**, for the four (4) year term of this Lease, payable without demand and without setoff or deduction. The rent provided for herein shall be paid in monthly installments of \_\_\_\_\_ **DOLLARS** payable in advance on the first (1st) day of each and every month.



**LESSEE** agrees to pay **LESSOR** at such place as the **LESSOR** shall designate from time to time, in writing, as rent for the leased premises, the minimum annual sum of \_\_\_\_\_ **DOLLARS**, for the four (4) year term of the renewal option of this Lease, payable without demand and without setoff or deduction. The rent provided for herein shall be paid in monthly installments of \_\_\_\_\_ **DOLLARS** payable in advance on the first (1st) day of each and every month.

Should the **LESSEE** take possession of the premises in accordance with the terms of Articles 2 and 3 of this Lease in the middle of any month (or terminate the Lease in the middle of any month), the rent for said month shall be prorated on a daily basis using a thirty (30) day month.

**Article 5. Tenant Maintenance**

**LESSEE** shall be responsible for all costs associated with communications, telephone and television service, if applicable, to the demised premise. These assignments of costs apply only to service authorized and ordered by the **LESSEE** to the entity providing the service. **LESSOR** shall not be responsible for any of these charges but shall also not claim any expenditures for reimbursement associated with these services from the **LESSEE**.

**Article 6. Taxes**

**LESSOR** shall be responsible for all real estate taxes associated with the demised premises.

**Article 7. Insurance**

**LESSOR** shall be responsible for all fire and boiler insurance for the demised premises. **LESSEE** shall provide for its own contents insurance located upon the demised premises.

**LESSOR** and **LESSEE** at their respective cost and expense, shall carry general public liability insurance, insuring both **LESSOR** and **LESSEE** against claims and judgments. The **LESSOR** 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 **LESSOR** to all of its employees, agents and subcontractors throughout the life of this Lease at no additional cost to **LESSEE**. Luzerne County shall be listed on all above insurance policies as an "Additional Insured." The **LESSOR** shall provide a waiver of subrogation in favor of Luzerne County. The **LESSOR** shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits including, without limitation, reasonable attorneys' fees and costs, resulting from this Lease.

Each party shall, prior to delivery of possession, deliver to each other a certificate of the insurance company (or an acceptable substitute) issuing such insurance evidencing such coverage, which shall contain a statement to the effect that such coverage may not be canceled without at least thirty (30) days prior written notice to the other party. Such insurance shall in addition cover any loss or damage occurring as a result of any alterations or improvements or additions made by **LESSEE**. If either party shall fail to insure as herein required or shall fail promptly to furnish to each other satisfactory evidence of such insurance or of the renewal thereof before its expiration, the other party may from time to time obtain such insurance for its benefit, the cost of which shall be recoverable from the opposite party on demand.

### **Article 8. Alterations and Surrender of Premises**

**LESSEE** covenants and agrees that it will not make any structural change(s) without the **LESSOR's** written consent, which shall not be unreasonably withheld, conditioned, or delayed, and without first providing **LESSOR** with at least ten (10) days written notice of the proposed change(s) in detail. The **LESSEE** further covenants that it will not proceed with said change(s) until written approval is received from the **LESSOR** or at least ten (10) days have elapsed since the **LESSOR** was notified of the proposed change(s). **LESSEE** will not in any manner deface or injure the demised premises or any part thereof, and will return the premises promptly to the **LESSOR** upon termination of this Lease. **LESSOR**, if changes have been approved, shall accept the demised premises, with the approved changes, in as good condition as the same are now in, including the changes made over the term of this Lease, loss by fire or other hazard and by ordinary wear and tear excepted.

### **Article 9. Fixtures and Personal Property**

Any trade fixtures, equipment and other property installed in or attached to the demised premises by or at the expense of the **LESSEE** shall remain the property of the **LESSEE** and the **LESSOR** agrees that the **LESSEE** shall have the exclusive right at any time and from time to time to remove any and all of its trade fixtures, equipment and other property which it may have stored upon or affixed to the demised premises; provided, however, that in the event of such removal, **LESSEE** shall restore the premises to substantially the same condition in which the premises were at the time **LESSEE** took possession, loss by fire or other hazard and by ordinary wear and tear excepted.

## Article 10. Utilities

**LESSOR** hereby agrees to pay any and all charges made by any public or private utility company for services furnished to **LESSEE** including, but not limited to, all costs for electricity, sanitary sewer, potable and fire water, natural gas, fuel oil, heating and air conditioning. **LESSOR** shall also be solely responsible for the operation, maintenance, repair and replacement of all equipment associated above that provide service to the demised premises in whole or in part, including all costs.

## Article 11. Services/Operating Expenses

**LESSOR** hereby agrees to pay any and all charges made by any public or private entity for the following services:

- Building Security (if applicable)
- Hazardous Waste Disposal (if applicable)
- Janitorial Services for the exterior of the entire demised premises each and every business day
- Snow and winter material removal (as set forth in Article 25)
- Complete building maintenance
- Elevator service
- Sprinkler service
- HVAC service
- All permits, inspections, certifications and application fees necessary for the legal and/or safe operation of the demised premises

## Article 12. Assignment and Subletting

**LESSOR** agrees that **LESSEE** has the right to assign or sublet the demised premises, or any part thereof, but the **LESSEE** shall remain liable for the rent, conditions and covenants of this Lease, unless **LESSOR** consents to such assignment or subletting, in which event **LESSEE** shall be released of further liability hereunder.

## Article 13. Lessor's Default

If **LESSOR** defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, **LESSEE** may elect either one of the following:

(a) After not less than ten (10) days notice to **LESSOR**, **LESSEE** may remedy such default by any necessary action and in connection with such remedy may pay expenses and employ counsel. All reasonable sums so expended or obligations incurred by **LESSEE** in connection therewith shall be paid by **LESSOR** to **LESSEE** on demand; and, on failure of such reimbursement, **LESSEE** may, in addition to any other right or remedy that **LESSEE** may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this Lease by giving at least ten (10) days notice to **LESSOR** of such intention, thereby terminating this Lease on the date designated in such notice, unless **LESSOR** shall have cured such default prior to the expiration of the ten (10) day period.

#### **Article 14. Lessee's Default**

If **LESSEE** shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of thirty (30) days after written notice from **LESSOR**, or should any person other than **LESSEE** secure possession of the premises, or any part thereof, by operation of law in any manner whatsoever, **LESSOR** may, at its option, without notice to **LESSEE**, terminate this Lease; or, in the alternative, **LESSOR** may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and re-let the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to **LESSOR**; plus the **LESSEE** will reimburse **LESSOR** the reasonable expense of re-letting the leased premises.

It is expressly agreed that in the event of a default by **LESSEE** under this Lease, **LESSOR** shall have a lien on all goods, chattels, or personal property of any description belonging to **LESSEE** which are placed in, or become a part of, the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect the statutory **LESSOR's** lien given by law, but shall be cumulative thereto; and **LESSEE** hereby grants to **LESSOR** a security interest in all such property. This shall not prevent the sale by **LESSEE** of any merchandise in the ordinary course of business free of such lien to **LESSOR**.

#### **Article 15. Option to Renew**

**LESSEE** shall have the right to renew or extend this Lease, under the same terms and conditions as appear herein, including, but not limited to, the lease rates for the renewal term(s) set forth above.

**LESSEE** shall have the right to exercise any option to renew or extend this Lease, up to and including the expiration date of the then current initial term or renewal term.

#### **Article 16. Quiet Enjoyment**

So long as **LESSEE** shall perform and observe all of the conditions of this Lease on **LESSEE's** part to be performed and observed, the **LESSEE** shall have quiet, peaceful, and uninterrupted possession of the demised premises.

#### **Article 17. Most Favorable Conditions**

**LESSOR** agrees that should any more favorable conditions be included in any other leases entered into between **LESSOR** and any other tenant within the property limits, during the life of this Lease, pertaining particularly to the rate of rentable square foot, or to other conditions in general, these same conditions are made a part of this Lease.

#### **Article 18. Notices**

All notices provided or permitted to be given under this Lease shall be given by certified or registered mail, addressed to the proper party, at the following address:

If to **LESSOR**:

**LESSOR**

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

If to **LESSEE**:

**LESSEE**

Luzerne County Court House  
Attn: Luzerne County Manager  
200 North River Street  
Wilkes-Barre, PA 18711

**With a copy to:**

Luzerne County Solicitor  
200 North River Street  
Wilkes-Barre, PA 18711

**Article 19. Termination**

This Lease can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. The notification will be in accordance with Article 18.

This Lease is contingent upon funding that is provided by Federal and State entities.

**Article 20. Obligations of Successors**

The **LESSOR** and **LESSEE** agree that all the provisions, of this Lease, shall bind and inure to the benefit of both parties, hereto, their respective successors and assigns.

**Article 21. Captions**

The captions throughout this Lease are inserted as a matter of convenience, only, and in no way confine, limit, or describe the scope of the intent of any Article of this Lease.

**Article 22. Renovations**

**LESSOR** agrees to renovate the leased premises in accordance with the plans and specifications set forth on Exhibit A (if applicable) which is attached hereto and made a part hereof. The plans and specifications shall have been drafted by a Pennsylvania licensed architect or engineer of **LESSOR'S** choosing and approved by **LESSOR** and **LESSEE** who will indicate their approval by signing and dating each page of Exhibit A.

The construction prescribed for in this Article shall begin as soon as is practicable after the execution of this Lease and shall proceed with all due diligence until the renovations are completed.

If the time of commencement or completion of the renovations is delayed by causes not reasonably within the control of **LESSOR**, the time for commencement and completion shall be extended for as many days as construction is so delayed, but only upon written approval of the **LESSEE**.

All charges associated with the demised premises for renovations, either direct or indirect, are acknowledged by both **LESSOR** and **LESSEE** as being included in the lease rental rate for the term as set forth in Article 3. No charges or reimbursement shall be sought against either party to this Lease.

At times additional funding may be available to enhance the physical facility. If such funding is obtained, the Lessee will ask for written permission to modify the physical facility.

### **Article 23. Parking Easement**

Throughout the term of this Lease, including any extensions or renewals of this Lease, **LESSEE's** agents, employees, suppliers, invitees, guests, customers and clients have the right to use the area marked "Parking Lot" on Exhibit B, attached to and incorporated into this Lease, approved by **LESSOR** and **LESSEE** who will indicate their approval by signing and dating each page of exhibit, for vehicular parking and ingress to and egress from the leased Premises, under the terms and conditions set forth below. This right constitutes an exclusive easement during the term of this Lease.

- (a) Vehicles may be parked only in spaces designated by **LESSOR** as parking spaces, either by painting lines or otherwise as **LESSOR** deems fit.
- (b) Use of the parking lot by officers, agents, employees, suppliers, invitees, guests, customers and clients must be in accordance with reasonable rules and regulations adopted by **LESSOR** and communicated to **LESSEE** by written notice.
- (c) The parking lot shall accommodate a minimum of thirty (30) vehicles; each of which shall have direct and immediate access to public streets.

### **Article 24. Lessor's Covenants**

**LESSOR** hereby agrees and shall during the term (or any extended term) of this Lease, do or perform the following:

1. Furnish sufficient light to the exterior of the building and to the adjacent parking lot.
2. Provide **LESSEE** with a sufficient number of keys to the outer doors of the building.
3. Place **LESSEE** in quiet possession of the leased premises and shall secure **LESSEE** in the quiet enjoyment thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.
4. Be liable and responsible for any and all service and operating costs, maintenance and repairs as set forth in Article 11 of this Lease including, without limitation, any and all repairs, maintenance, and/pr service to the HVAC systems servicing the leased Premises.
5. Be liable and responsible for any and all utility costs as set forth in Article 12 of this Lease.
6. Provide parking as set for in Article 24 of this Lease in accordance with this Lease and all federal, state and local laws and ordinances having jurisdiction.
7. Remove snow and all winter hazards within the exterior common areas of the leased premises and the entire parking easement within 12 hours after storm termination as officially determined at the Wilkes-Barre/Scranton International Airport. During the storm, **LESSOR** operations shall be to periodically remove all

snowfall and/or ice accumulations necessary to maintain safe ingress and egress to and from the leased premises during business hours. Failure by the **LESSOR** to conduct operations as set forth in this paragraph may result in the **LESSEE** removing snow and/or ice and incurring the associated charges. All incurred charges by **LESSEE** shall be reimbursed by **LESSOR** on demand within 30 days after receipt.

8. Indemnify and save harmless **LESSEE** from and against any and all matters, claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon **LESSEE** or its property (either directly or indirectly in respect to any matter or thing in consequence of or in connection with or arising out of **LESSOR'S** property and/or any use by others of the property).

## **Article 25. Lessee's Covenants**

**LESSEE** hereby agrees and shall, during the term (or any extended term or renewal) of this Lease, do or perform the following:

1. Reimburse **LESSOR** for any and all repairs to the building resulting from damage caused by **LESSEE**, its employees, servants or agents.
2. Allow **LESSOR** or its agents, with or without workmen or others, at any reasonable time during the said term to enter upon the leased premises and view the state and condition thereof and shall serve on the **LESSEE** at the leased premises notice in writing of any defect requiring the **LESSEE**, within a reasonable time, to repair the same in so far as the **LESSEE** is bound to do by the terms of this Lease, provided **LESSEE** is given at least one (1) business day's notice prior to the visit and **LESSEE** agrees that the repair is valid as set forth in Article 26(1) above.
3. Repair any and all damage done to the building of which the leased premises is a part, or to the leased premises, caused by the overloading of floors or by the taking in, or removal of **LESSEE'S** articles of personal property.
4. Indemnify and save harmless **LESSOR** from and against any and all matters, claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon **LESSOR** or its property (either directly or indirectly in respect to any matter or thing in consequence of or in connection with or arising out of **LESSEE'S** occupancy).
5. Allow **LESSOR** to maintain or make changes, additions, or repairs to pipes, conduits, ducts or other installations in the leased premises where necessary to serve other premises in the building, but so as not to interfere materially with the use and enjoyment of the leased premises and making good any damage to the leased premises so caused.
6. Abide by such reasonable rules and regulations for utilization of the building as may from time to time be required by **LESSOR**, the observance of which by **LESSEE** is a condition precedent to the continued use of the leased premises.
7. Not to commit, or suffer to be committed, any waste on the leased premises, nor maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose, including violation of any zoning or similar ordinances.

## **Article 26. Destruction of Premises**

In the event of the total destruction of the building, this Lease shall terminate on the date when destruction occurs, and the rent shall be abated, without notice or request from **LESSEE**, for the unexpired portion of this lease.

"Total Destruction" shall mean such damage to the building of which the leased premises is a part as cannot be repaired within thirty (30) days of the date of the destruction. The Certificate of the **LESSOR'S** Architect or Engineer as to the length of time within which the **LESSOR** could repair, subject to the approval of the Luzerne County Engineer, is conclusive and binding upon both the **LESSOR** and the **LESSEE** for the purpose hereof.

In the event of the partial destruction of the building then if, in the opinion of the **LESSOR'S** Architect or Engineer, subject to the approval of the Luzerne County Engineer, the destruction is such that the leased premises cannot be used for the **LESSEE'S** business until repairs have been made, the rent shall abate in the proportion that the part of the leased premises rendered unusable bears to the whole of the leased premises, at the sole discretion of **LESSEE**, until the repair has been made.

"Partial Destruction" shall mean any damage to the building which renders all or any part of such building unfit for use by its occupants for a period up to thirty (30) days, but which damage is less than "total destruction" as defined above. The Certificate of the **LESSOR'S** Architect, subject to the approval of the Luzerne County Engineer, as to the extent of the unfitness shall be conclusive and binding upon both **LESSOR** and **LESSEE** for the purpose hereof.

In the event of partial destruction as hereinbefore defined, or of damage less than partial destruction, the **LESSOR** covenants with the **LESSEE** to repair and substantially restore the leased premises. The **LESSOR** shall pay for the cost of such repairs and restoration provided however, that the **LESSEE** shall pay for such portion thereof as is attributable to its negligence or that of its servants or agents. It is expressly understood and agreed that the obligation of the **LESSOR** to rebuild and restore or cause to be rebuilt and restored the leased premises shall not extend to or be deemed to include the rebuilding and restoration of any alterations, partitions, additions, extensions, equipment or installations made by the **LESSEE** upon the leasehold premises, unless the damage thereto shall have been caused by the **LESSOR**, its agents and/or employees. **LESSOR** covenants to **LESSEE** that **LESSOR** will not move or remove any of the **LESSEE's** possessions until approval is granted by the **LESSEE** in writing, which shall not be unreasonably withheld.

All partial or total destruction notices must be received in writing by **LESSOR** to **LESSEE** within 24 hours of the loss. Failure to notify will be immediate cause for termination of this Lease by **LESSEE** without further obligation to **LESSOR**.

## **Article 27. Eminent Domain**

If at any time during the term (or any extended or renewed term) of this Lease, title is taken by the right or exercise of condemnation, expropriation or otherwise to the whole or portion of the building of which the leased premises are a part (whether or not including the leased premises), the **LESSOR** may, at its option, give notice to the **LESSEE** terminating this Lease on the date stated in the notice. Upon such termination, the **LESSEE** shall immediately surrender the leased premises and all its interests therein to the **LESSOR** (subject to the time allowed by federal or state law prescribed by the agency enforcing the eminent domain action), or to the expropriating authority, as the law and circumstances may require, and the rent shall abate and be apportioned



to the date of the termination and the **LESSEE** shall forthwith pay to the **LESSOR** the apportioned rent and all other amounts which may be due to the **LESSOR** up to the date of termination. The **LESSEE** shall have no claim upon the **LESSOR** for the value of the unexpired term of this Lease, but the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award for compensation made to the **LESSOR** specifically includes an award for the **LESSEE**, the **LESSOR** will pay over same to the **LESSEE** within five (5) days after receipt of said funds.

#### **Article 28. Pennsylvania Law to Apply**

This Lease 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 Court of Common Pleas of Luzerne County.

#### **Article 29. Legal Construction**

In case any one or more of the provisions contained in this Lease 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 this Lease shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### **Article 30. Brokerage**

The parties represent and warrant that they have dealt directly with one another so as not to give rise to any valid claim for brokerage commission.

#### **Article 31. 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.

#### **Article 32. Rights and Remedies Cumulative**

The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

#### **Article 33. Waiver of Default**

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

#### **Article 34. Excuses**

Neither **LESSOR** nor **LESSEE** shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God,

strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of the parties.

**Article 35. Time of Essence**

Time is of the essence of this Lease.

**Article 36. Binding on Successors**

This Lease shall be binding on and shall inure to the benefit of the respective Successors and Assigns of the parties hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Lease as of the day and year first above written.

This is a contract under seal and may be enforced under 42 PA.C.S. §5529(B).

**ATTEST:**

**LESSOR:**

\_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:**

**LESSEE:**

\_\_\_\_\_

**The County of Luzerne**

**BY:** \_\_\_\_\_

**C. David Pedri, Esq.  
LUZERNE COUNTY MANAGER**

**Responder's 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 responders records.

**Proposals 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**

**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) within 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

## 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