

Luzerne County 911



**Request for Proposal
For
180 Ft. Communications Tower
Ref # 062918RFP911**

July 1, 2018

Luzerne County Request for Proposal Communications Tower

Introduction

The County of Luzerne is upgrading its current communication system infrastructure. The County of Luzerne Pennsylvania (County) is seeking one or more Proposers to provide One (1), 180 ft., Solid Rod Leg, Self-Support Communications Tower. It is anticipated that the successful Proposer will provide all hardware and ship to the site. This proposal should not include construction or installation of the tower. The contract will be a firm fixed price contract.

The primary contact for questions regarding this proposal will be:

Michael C. McGrady
President/Chief Executive Officer
MCM Consulting Group, Inc.
681 Maurus Street
Saint Marys, PA 15857
412-580-7632 (Phone)
814-834-4714 (Fax)
MMcGrady@MCMConsultingGrp.com
www.MCMConsultingGrp.com

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 proposal packet.
All RFPs 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 RFP rejection.

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 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 # _____

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 proposal 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. 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. All prices shall include delivery. Vendor must receive a formal purchase order issued by the Purchasing Department to fill order.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the 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.
3. 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.
4. 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.
5. 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.
6. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
7. In case of error in the extension of prices, the unit price shall govern.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Responders must write or print figures in ink or typewritten.
21. 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.
22. 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.
23. 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.
24. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
25. The successful responder must permit the County to make payment to vendor by credit or debit card without penalty or surcharge.

Instructions to Proposers

Submission of Proposals

It is intended that each proposal furnish the information requested by this RFP. Unless specifically requested, promotional literature is not wanted and will not be considered to meet any of the requirements of this RFP. Each proposal shall include a Letter of Conveyance, not to exceed two pages in length. The proposal must bear the signature of an authorized representative of the Proposer making the offer and must designate by name not more than two individuals authorized to negotiate and sign the contract with the County of Luzerne on behalf of the Proposer. The Letter of Conveyance may also briefly set forth any particular information the Proposer wishes to bring to the County of Luzerne's attention.

The Proposer shall deliver one (1) original and four (4) copies of the proposal to:

**Luzerne County
Purchasing Department
Penn Place Bldg.
Suite 203
20 N. Penn Ave.
Wilkes-Barre, PA 18711**

The County of Luzerne reserves the right to accept or reject any or all proposals.

Schedule of Events

July 13, 2018	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable.
July 26, 2018	Response closed 4:00 P.M. (NO PROPOSALS) accepted after this time.

Site Inspection

If desired, all prospective Proposers will be able to inspect the tower site for the location of the proposed equipment. Detailed directions are available. Assistance in locating the sites will be provided if desired. The County will not be responsible for any additional costs incurred by a Proposer due to their failing to inspect the site.

Proposers Examination of the RFP

Proposers shall examine all information and materials contained in and with this RFP. Failure to do so shall be at the Proposer's risk.

Proposals Considered Firm

All proposals in response to the RFP will be considered firm and cannot be withdrawn until 90 days after the scheduled proposal due date or until the award of a contract to a Proposer, whichever comes first.

Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the County of Luzerne, prior to the proposal due time and date.

Incurring Costs

The County of Luzerne shall not be liable for any costs incurred by the Proposers in preparing, submitting or presenting proposals to the County of Luzerne, or in satisfying any other requirements. The County of Luzerne shall not reimburse any costs incurred by Proposers in anticipation of being awarded the contract under this RFP.

Required Bonds, Insurance, Penalties, Payment Terms, Litigation

There will be two types of bonds required to be submitted in conjunction with this RFP. The first shall be a Bid Bond in the amount of 10% of the total Bid Price. The Bid Bond shall be submitted along with the original copy of the RFP response. Either a certified check or Proposers surety company bond, payable to the County of Luzerne, shall be submitted with each RFP response. Said checks or Bid Bonds will be returned to bidders within forty-five (45) days after opening the bids. The successful Contractor(s) shall provide an executed Performance Bond and Payment Bond, with sureties and in a form acceptable to the County of Luzerne. Each such Performance and Payment Bond shall be in the amount of 100% of the total contract price. The final executed bonds shall be presented to the County of Luzerne within twenty (20) days after notice of the acceptance of the proposal. Failure to furnish said bond within the required time frame shall result in forfeiture of the 10% certified check or bid bond.

Liability Insurance. The Proposer shall carry insurance for contractor's liability, auto and truck, worker's compensation, owner's protective liability, and fire with extended coverage and builder's risk insurance.

Worker's Compensation Statutory
Employer's Liability Statutory
Automobile Liability \$1,000,000 combined single limit
Comprehensive General Liability with following minimum coverage:
General Aggregate \$2,000,000
Products-Comp/Ops Aggregate \$2,000,000
Personal & Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage \$ 50,000
Medical Expense (any one person) \$ 5,000
Additional insured endorsements ISO-CG 20 10 07 04 and ISO-CG20 37 07 04

The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The Proposer shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without prior written consent of the County of Luzerne.

Certificates of Insurance acceptable to the County of Luzerne shall be filed with the County prior to the commencement of onsite work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled or changed until at least ninety (90) days' written notice has been given to the County. The insurance shall also name the County of Luzerne as an additional insured as its interests may appear.

Miscellaneous.

In addition to the bonds, the successful Proposer will incur a penalty for failure to meet the contractual delivery deadline. This penalty will be in the amount of 1% of the final contract amount for each week or portion thereof the delivery (delivery is defined as all equipment and parts on site with the delivery coordinated with the contractor for off loading) deadline is not met.

The County of Luzerne shall pay 90% of each properly submitted and accepted invoice within thirty (30) days of receipt. The County of Luzerne may withhold all or any part of payment if the Proposer is not performing in accordance with the contract. The final payment and release of retention shall become due and payable thirty (30) days after the date of delivery and acceptance, provided that Proposer is in compliance with the contract.

Any litigation pertaining to this section shall be under the laws of the Commonwealth of Pennsylvania and litigation shall take place in the County of Luzerne, Pennsylvania.

General Conditions

Pricing, Payments and Retainage

Negotiated prices shall be firm and not subject to increase during the term of any contractual agreement arising between the County of Luzerne and the successful Proposer as a result of the RFP.

Open Procurement

The County of Luzerne reserves the right to purchase more of each item or service at the unit price offered in the Proposers system, unless the Proposer specifically and explicitly limits the response in this regard. The County of Luzerne reserves the right to negotiate with Proposers regarding variations to the original proposal that may be in the best interest of the County of Luzerne. The County of Luzerne reserves the right to accept or reject any or all proposals.

New Equipment

The County of Luzerne shall accept only new equipment. Used, reconditioned, refurbished and/or remanufactured equipment will not be accepted.

United States Made Steel

Proposer must certify that tower was manufactured in the United States of America (USA) with 100% USA manufactured steel.

News Release

Proposers shall at no time make any news or advertising releases pertaining to this RFP for any purpose without the prior written approval of the County of Luzerne.

Statement of Time

A period of time, unless stated as a number of workdays, shall include Saturdays, Sundays, and holidays.

Qualifications of Proposers

The County of Luzerne may make such reasonable investigations as deemed proper and necessary, to determine the ability of solicited and unsolicited Proposers to perform the work. Proposers shall furnish the County of Luzerne all such information and data for this purpose as may be requested. The County of Luzerne reserves the right to inspect

Proposers' physical plants prior to award to satisfy questions regarding Proposer capabilities. The County of Luzerne further reserves the right to reject any proposal if the evidence submitted by or investigations of such Proposer fails to satisfy the County of Luzerne that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. In addition, the Proposers must comply with any requirements to be licensed to do business in the Commonwealth of Pennsylvania and must demonstrate they are in compliance with all state, county and local laws and ordinances and are not delinquent with all taxing agencies including federal, state, county and local throughout the United States. Proposers must provide evidence that they are authorized dealers or distributors and warranty centers for all hardware and software components, if applicable, included in their proposal.

Equal Employment Opportunity

During the performance of this contract, the Proposer agrees as follows: The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and the Employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of the Proposer's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further purchase orders or contracts with the County of Luzerne.

Indemnification

The Proposer will indemnify, defend and hold the County of Luzerne, its Manager and Council, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against the County of Luzerne, employees and agents as a consequence of any action or claim arising out of the Proposer's malfeasance, neglect or omission.

Proposal Format

The proposal shall contain the following sections, each clearly labeled with the section number at the top of the page, in the order and format described:

In the case the bidder is a dealer and not a manufacturer, the dealer is to assume all of the responsibilities that are outlined in this RFP.

<u>Section</u>	<u>Description</u>
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1. Letter of Conveyance, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2. Executive Summary.
3. Proposer certification that the tower was manufactured in the United States of America (USA) with 100% USA manufactured steel.
4. Exceptions to General Conditions Section.
5. Response to each section heading and/or numbered paragraph in Technical Specifications Section (including Appendices).
6. Explanation of "Exceptions" taken in (3) above. Note that any "clarifications" provided for sections or numbered paragraphs that have been asserted to be in compliance in (4) above will generally negate a "comply" statement; this will cause the Proposer to be judged non-compliant with that section or paragraph. This does not necessarily mean, however, that the proposal will be rejected.
7. Complete description of the proposed system hardware and software (if applicable).
8. Complete description of any recommended system hardware other than that proposed that the County of Luzerne must purchase.
9. Company description, qualifications to include: Dun & Bradstreet number, Federal IRS Number, and Bank reference.
10. At least 5 references of similar towers furnished with contact name, FAX, phone number, email address, address of customer, approximate date installed, and actual project timeline from award of contract through final equipment shipment to acceptance.
11. Proposed services, including implementation, documentation, and training. Ongoing technical support, warranty, maintenance that you recommend. Please take this opportunity to offer additional recommendations or services you would like to propose, please keep these separate from the basic proposal for fair comparison of proposals.
12. A project management proposal including overall project schedule from order acceptance to site delivery and off load and methodology which describes project tracking, reporting, resource planning, contingency plans, etc. If the bidder is a dealer and not a manufacturer it is their responsibility to provide this service.

13. Delivery schedule.
14. Completed Cost Sheets (Appendix A), with comprehensive, itemized pricing for each element of the Proposers bid and a summary of the total cost for all bid elements. Both non-recurring and recurring (if any) costs shall be listed.
15. Resumes of key staff involved in the design, implementation, and management of the project.
16. The Proposer will attach a copy of the Technical Specifications Structural layout and guarantee the capacity of the tower.
17. Proposer must provide proof of having furnished a tower and materials substantially similar to the equipment they are proposing.
18. Non-Collusion Affidavit.

The proposal sections shall be submitted in two (2) separate and distinct sealed envelopes, each with proper identification. The two (2) sealed envelopes shall be identified as "Response and Supporting Documents" and "Cost Sheets" and submitted in a single sealed envelope clearly labeled with the project name and the name and contact information of the Proposer. Envelope 1 shall contain all supporting documents and the responses to all proposal sections except Section 13 (Cost Sheets). Envelope 2 shall contain only the response to Section 13, Cost Sheets. Proposal packages shall be opened by the County of Luzerne and the contents of Envelope 1 shall be cataloged first. Failure to submit a response to any of the sections in Envelope 1 will result in the dismissal of the proposal submission. If all responses are properly included in Envelope 1, Envelope 2 will then be opened by the County of Luzerne.

Selection Process

The selection of a public safety communications system infrastructure upgrade to serve the County of Luzerne's needs is an important and complex task. The County of Luzerne recognizes that several Proposers can provide the equipment, services and support that would adequately meet the needs of the County of Luzerne. The County of Luzerne selection committee will, thus, exercise both objective and subjective rationale in this selection process. This process is outlined in the following subsections. This RFP is intended to provide interested Proposers with uniform information concerning the conditions for submitting proposals. In responding to this RFP, Proposers shall adhere to the established format. By so doing, comparable objective data will be provided for the County of Luzerne's review and analysis.

Proposal Evaluation Criteria

The criterion upon which the evaluation of the proposals will be based includes, but is not limited to, the following:

1. Total cost of the equipment and services required by the County of Luzerne, and all other items constituting total price to the County of Luzerne. A contract will not necessarily be awarded for the lowest price.
2. Responsive and innovative future migration design features and contractor's history with similar systems installed and/or maintained.
3. Bidders overall past performance and support including reputation with similar customers, responsiveness to the County of Luzerne's unique requests, innovations, reports, and overall ability to commit to this project.
4. Completeness of proposal.
5. Quality and depth of references.
6. The ability of the Proposer to provide Support Service to the project.
7. Special services the contractor might supply.
8. Quality and extent of the documentation to be provided.
9. Delivery timeframe commitments.
10. Ease in working with the Proposer by the County of Luzerne Staff.
11. Warranty, maintenance and ongoing technical support if required, terms and conditions.
12. Fewest exceptions to bid specifications.
13. Use of 100% USA Manufactured Steel.

The County of Luzerne will select the Proposer whom, in the opinion of the County of Luzerne has made the best overall proposal and shall award the contract to that Proposer. Final selection will be made by the County of Luzerne. The County of Luzerne may reject any or all proposals.

Taxes

The County of Luzerne will be tax exempt from both Federal and Commonwealth of Pennsylvania sales taxes.

Technical Specifications

The County of Luzerne is seeking to upgrade its current communication system infrastructure. One new tower site is being built and will require the tower to fulfill the following specifications.

The selected Proposer will furnish & fulfill the following specifications for the tower.

The tower is to be designed with the loading and specifications as follows.

One (1) 180-ft. Communications Tower

Designed to Support the Following Loading

Please reference Appendix C

One (1) 180-ft., Class III, Solid Leg, Self-Support TIA-222-G Standards. Tower must have a minimum leg spread of 10% of the height of the tower. No hollow leg, lattice, monopole or guyed towers will be considered.

180'

Name: Hazleton

Address: **400 East Arthur Gardner Parkway, Hazleton, PA 18201**

GPS Coordinates: LAT **40° 55'58.66" N** LON **75° 57'59.82" W**

GE: **1863.6'** Feet NAVD

Foundation designs will be provided by the tower manufacturer, please see Appendix B for the geotechnical reports for the site.

State PE Seal on site specific tower drawings and foundation designs. (Five additional sets full package drawings for records).

Lightning rods as per tower profiles

Safety Climbing Kits for the one, 180 ft. tower to include a total of 3 detachable cable sleeves/cable wire safety fall arrestors per tower

Universal Cable Ladders, (2) 24" wide for entire tower(s).

Freight charges to the site and off-loading charges at the site are to be proposed as a fixed price with the tower. These are to be coordinated with the General Contractor selected.

These shipping and off-loading charges are to be specified individually and clearly identified.

Tower Template Assembly (Universal 4 – 8 Hole Pattern) or as specified in your design parameters.

Tower must be designed to support the following loading. No antenna lines, fittings or mounts are to be furnished with this project; the antenna and line information is for design parameters only.

All lines and antennas specified below are manufactured by Andrew Corporation, Decibel Products or CommScope and can be described as typical. If you need additional information on these products it is available in detail on their web sites or by contacting the manufacturer.

Height	Qty	Antenna	Line Diameter
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Please reference Appendix C.

NO MOUNTING HARDWARE OR ANTENNA EQUIPMENT should be quoted.

Terms and Conditions

Warranty and Extended Maintenance

Proposer is to clearly identify in a synopsis the details of the manufacturers warranty for component items. A description of this warranty for each component that has a stand-alone warranty is to be included.

Warranty

1. Proposer to provide a warranty including, at a minimum:
 - a. Ten (10) year structural limited warranty
 - b. One (1) year limited warranty for quality and workmanship of any services performed by Proposer
 - c. One (1) year limited warranty for equipment manufactured and/or installed by Proposer

Required Services

IMPLEMENTATION

The County of Luzerne's designated Project Manager will coordinate implementation of the communications system upgrade. It is anticipated that for purposes of this RFP, the successful bidder shall have to deliver the components to the tower sites and perform the offload. The successful bidder will have to closely coordinate delivery schedules and offload requirements with the County's selected construction company and project manager.

Appendix A
Luzerne County 9-1-1 Communications
One (1) 180-ft. Communications Tower - Hazleton

Cost Sheet

Quantity of each line item.

One (1) 180' Tower	_____
Safety Climbing System	_____
Foundation designs	_____
Shipping and off loading	_____
Total	_____

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 9-1-1 are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the proposal 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 proposal 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 responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham 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 the 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 noncompetitive 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 important, 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 _____