

Invitation for Bid

Anti-Skid

Ref #1422B1RB

Luzerne County Purchasing Department

LUZERNE COUNTY PENNSYLVANIA

DUE DATE: January 19, 2022 – 10:30 am

DELIVER TO: Luzerne County Purchasing Department
Attn: Mary Ann Amesbury
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes-Barre, PA 18711
570-820-6337
MaryAnn.Amesbury@luzernecounty.org

FIND US AT: 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 Mary Ann Amesbury
At 570 - 820 -6337 or MaryAnn.Amesbury@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 bid returns must have this label attached

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.

LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.

INSTRUCTION TO BIDDERS

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 bidder and may result in rejection of his/her Bid. In case a bidder 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 bidders.
2. All bidders are responsible to see that their names appear in the purchasing department office on the form recording the names of prospective bidders, so that the bidders are assured of receiving pertinent bulletins which may be issued before the Bids are opened.
3. All bidders must be recognized dealers in the materials specified and qualified to advise in its application of use. The bidders at any time requested, must satisfy the 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 bidder is interested.
4. Submitting a bid when it is intended to sublet the contract is cause for rejection of your Bid, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the Bid 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 and 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 and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/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 Bid is offered by any one party or in the name of his/her clerk, partners or other person, all such bids may be rejected. However, a party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices on materials to other bidders or from submitting a Bid directly for the materials or work.
11. The County Manager and administrative officers reserve the right to reject any and all Bid's or specifications when deemed to the best interests 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 the County notwithstanding anything to the contrary expressed by the bidder in his/her Bid.
13. The County will reject all materials that do not meet the specifications even though the bidders list the trade names of such materials on the proposal sheet.
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 bidder or bidders 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 Bid's must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelope/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 Bid.
19. Bidders must write or print the figures in ink or typewritten.
20. A bid 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. All vendors and contractors are required to submit a **Performance Bond** to Luzerne County Purchasing upon contract award.
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 or debit card without penalty or surcharge.
25. Price/cost shall be considered, but need not be the sole determining factor.

COUNTY OF LUZERNE

Part 1

General Requirements

1-1. Purpose. This Bid is being solicited by Luzerne County for Anti-Skid.

1-2. Issuing Office. This Bid is issued by the Luzerne County Purchasing Department. Questions regarding this Bid can be addressed by contacting the Luzerne County Purchasing Department at (570) 820-6337 or by emailing MaryAnn.Amesbury@luzernecounty.org. The secondary point of contact is Road & Bridge Department.

1-3. Scope. This Bid contains instructions to prospective proposers and specifications for Anti-Skid Control for Luzerne County and Agencies. Proposals must be submitted to the primary issuing office no later than January 19, 2022 at 10:30AM EST. Luzerne County is soliciting this Bid to secure for a base agreement period of one (1) year.

1-4. Background. The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting bids from qualified companies registered in the Commonwealth of Pennsylvania. The County desires to obtain the highest quality of services at the lowest cost to its taxpayers.

1-5. Technical Proposal Requirements.

1. Vendors must have experience, qualifications, delivery fleet and facilities to handle this kind of contract.
2. Invoice each order separately. Do Not mix purchase order numbers on a single invoice.
3. Luzerne County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Luzerne County.
4. All bids are to be compared on the basis of meeting all necessary specifications. No bidder may withdraw his bid for a period of sixty days after the date of opening the proposal. The County reserves the right to award the bid to the vendor other than the low bidder if deemed to be in the best interest of the County.
5. Luzerne County will not be expected to pay freight or fuel charges.

No single factor will determine the final award decision, so we encourage all participants to present all pertinent or imperative concepts or policies that may enhance their position as a proposing entity. Several of the above factors will be used to develop a competitive ranking amongst all proposers. The County may narrow its prospective candidates after its initial review and may invite top ranked bidders to a technical proposal meeting to discuss the details of the candidate's proposal.

1-6. Method of Award

The stated quantities are estimates only and County reserves the right to increase or decrease the quantities according to demand and may reorder at any time during the contract period.

The County will purchase from the successful bidder for a period of twelve months or from the date of the contract award through **December 31, 2022.** The County reserves the right to do multiple awards and modify the proposal as it deems necessary.

In determining to whom to award the contract, the County shall consider the following criteria:

1. Purchase Price
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods and services.
4. The extent to which the goods or services meet the County's needs.
5. The vendors past relationship with the County.
6. All companies are required to submit with their bid a certificate of insurance, business licensure, and/or any state or federal accreditation certification.

1-7. Type of Contract. If an agreement is entered into as a result of this Bid, it will be developed using a modified version of the County's Master Professional Services Agreement including the term (and any extensions).

1-8. Rejection of Proposals. The assignment of the above services may be made to one or more of the bidders 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.

1-9. Incurring Costs. Luzerne County is not liable for any cost incurred by bidders prior to issuance of a contract.

1-10. Amendment to the Bid. If it becomes necessary to revise any part of this Bid, an amendment will be issued to all bidders who received the basic Bid for which Luzerne County has identified and the amendment will be published on the County's website.

1-11. Proposals. To be considered, bidders must submit a complete response to this Bid. Each bid must be submitted with one (1) original and three (3) copies to the Issuing Office. The Bidder will make no other distribution of bids. An official authorized to bind the Bidder to its provisions must sign all bids. For this Bid, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Bidder may become contractual obligations if a contract is executed.

1-12. Economy of Preparation. Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the Bid. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the bid.

1-13. Insurance. All Bidders shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

Commercial Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.
Professional Liability	Shall include errors and omissions providing \$1,000,000 coverage.
Workers Compensation	\$1,000,000 each occurrence.

The above insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life 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 proposer shall provide 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 agreement.

1-14. Government Experience. Each bidder should detail its past experience with specific reference to success with similar government entities in terms of size.

1-15. Form of Proposal. Attached to this Bid is the form of proposal which shall be used by all prospective bidders to submit a response to this Bid. 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 bidders are instructed to completely examine this Bid prior to completing and submitting the form of proposal.

1-16. TERMINATION. This agreement 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 10. In the event that the agreement is terminated, the County will compensate the consultant only for work completed up to the date of termination at the sole discretion of the county. The consultant shall be required to submit all completed work product deliverables up to the date of termination with in (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

1-17. Pennsylvania Law to Apply. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

1-18. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

1-19. 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.

1-20. Excuses. Neither **VENDOR** nor **County** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

BID QUESTIONNAIRE FORM

1. How long have you been in business?

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

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

Yes NO

4. Do you have a company website? Yes No

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

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

Yes NO

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

A. Name: _____

Address _____

Telephone _____

Contact _____

B. Name: _____

Address _____

Telephone _____

Contact _____

PROPOSAL FOR ANTI-SKID MATERIALS

Materials shall be in accordance with the most current version of the Pennsylvania Department of Transportation Road Construction Standards, Pennsylvania Department of Transportation Publication 408, or as stated. All bid prices shall include delivered to the Road & Bridge Department District Maintenance Garage(s) located in Dallas, Muhlenberg, Mountain Top, and Drums. Contract terms are until the end of the calendar year and starting when executed and/or as negotiated and illustrated in the contract agreement.

CONTRACT PERIOD: January 1, 2022 to December 31, 2022

TYPE AS2 ANTI-SKID: DISTRICT #1, Muhlenberg

Material shall be in accordance with

PADOT PUB. 408 Section 703-Aggregate

UNIT PRICE

And all other related articles and sections

\$ _____ per ton

Unit Price in words _____

TYPE AS3 ANTI-SKID: DISTRICT #1, Muhlenberg

Material shall be in accordance with

PADOT PUB. 408 Section 703-Aggregate

UNIT PRICE

And all other related articles and sections

\$ _____ per ton

Unit Price in words _____

TYPE AS2 ANTI-SKID: DISTRICT #2, Dallas

Material shall be in accordance with
PADOT PUB. 408 Section 703-Aggregate
And all other related articles and sections

UNIT PRICE

\$ _____ per ton

Unit Price in words _____

TYPE AS3 ANTI-SKID: DISTRICT #2, Dallas

Material shall be in accordance with
PADOT PUB. 408 Section 703-Aggregate
And all other related articles and sections

UNIT PRICE

\$ _____ per ton

Unit Price in words _____

TYPE AS2 ANTI-SKID: DISTRICT #3, Mountain Top

Material shall be in accordance with
PADOT PUB. 408 Section 703-Aggregate
And all other related articles and sections

UNIT PRICE

\$ _____ per ton

Unit Price in words _____

TYPE AS3 ANTI-SKID: DISTRICT #3, Mountain Top

Material shall be in accordance with

PADOT PUB. 408 Section 703-Aggregate

UNIT PRICE

And all other related articles and sections

\$ _____ per ton

Unit Price in words _____

TYPE AS2 ANTI-SKID: DISTRICT #5, Drums

Material shall be in accordance with

PADOT PUB. 408 Section 703-Aggregate

UNIT PRICE

And all other related articles and sections

\$ _____ per ton

Unit Price in words _____

TYPE AS3 ANTI-SKID: DISTRICT #5, Drums

Material shall be in accordance with

PADOT PUB. 408 Section 703-Aggregate

UNIT PRICE

And all other related articles and sections

\$ _____ per ton

Unit Price in words _____

LUZERNE COUNTY ROAD & BRIDGE
DELIVERY LOCATIONS

DISTRICT #1- Muhlenberg

3600 Main Road Hunlocks Creek, SR4016 MUHLENBERG, PA 18656

From Interstate 81 South take exit 164 (Nanticoke) to U.S. Route 11 South approximately 9 miles to State Route 4016. Turn right at Hunlock Creek Post Office; approximately 9 miles to district garage; On the right.

Foreman: Jeff Cragle Phone: (570)371-1368

DISTRICT #2- Dallas

2600 LOWER DEMUNDS ROAD DALLAS, PA 18612

From Interstate 81 South take exit 170B (Pa Route 309 North) to Shavertown. At the light at Burger King in Shavertown go approximately 1/2mile north on 309 to the sporting goods store. Turn right and go approximately 1/2mile; turn right at PenFern Oil Company and travel approximately 2.5miles to district garage.

Foreman: Jeff Cragle Phone: (570)371-1368

DISTRICT #3- Mountaintop

285 OAKHILL ROAD MOUNTAINTOP, PA 18707

Route 309 to traffic light at intersection with McDonalds Restaurant. Turn into Crestwood Industrial Park (there are signs) onto Crestwood Drive. Follow Crestwood Drive until 2nd right onto Oakhill Road. Follow Oakhill Road to the top of hill- our site is on the right. Site sits down and back off the road.

Foreman: Richard Yanac Phone: (570)371-1371

DISTRICT #5- Drums

177 WEST FOOTHILLS DRIVE DRUMS, PA 18222

From Interstate 81 South take exit 155 (Dorrance). At stop sign turn left. Go 0.2 miles to stop sign. Turn right. Go 0.7 miles to stop sign, turn right (PA Route 309 South). Travel about 4.6 miles to cross road sign at bottom of mountain. Turn right onto Foothills Drive and go 0.8 miles. Garage on right.

Foreman: Ken Koziel Phone: (570)371-1372

Deliveries shall be made between the hours of 6am and 2pm local time unless otherwise determined due to weather.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SAMPLE CERTIFICATE	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SAMPLE CERTIFICATE	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1222110400

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	Policy Number	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Policy Number	Effective	Expiration	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Policy Number	Effective	Expiration	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X		Policy Number	Effective	Expiration	WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Luzerne, its employees, agents and assigns are named as Additional Insured with respects to the above general liability coverage, if required by written contract executed prior to services performed.

CERTIFICATE HOLDER County of Luzerne 200 North River Street Wilkes-Barre, PA 18711	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

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

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 _____