

**Invitation For Bid**

**Thin Clients  
Ref #92915BIT**

**Luzerne County Purchasing Department**

**Luzerne County Pennsylvania**

**DUE DATE: October 8, 2015 at 10:00 AM EST**

**DELIVER TO:** Luzerne County Purchasing Department  
Attn: Mark Zulkoski  
Penn Place Office Building  
20 North Pennsylvania Avenue  
Wilkes-Barre, PA 18711

## **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 [markzulkoski@luzernecounty.org](mailto:markzulkoski@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  
With the name and reference number of  
the bid to the outside of the return envelope  
(UPS, FEDEX, etc.) or it will be rejected.**

**Bid 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 BIDDERS

1. ALL PRICES SHALL BE BASED UPON DELIVERY, AFTER RECEIPT OF A FORMAL PURCHASE ORDER ISSUED BY THE PURCHASING DEPARTMENT.
2. ANY ALTERATIONS, ERASURES, ADDITIONS TO OR OMISSIONS OF REQUIRED INFORMATION, OR CHANGE OF SPECIFICATIONS OR BIDDING SCHEDULE, IS DONE AT THE RISK OF THE BIDDER AND MAY RESULT IN REJECTION OF HIS BID. IN CASE A BIDDER FINDS DISCREPANCIES OR OMISSIONS, OR IS IN DOUBT AS TO THE MEANING OF THE SPECIFICATIONS OF BIDDING SCHEDULE, HE SHOULD AT ONCE NOTIFY THE LUZERNE COUNTY PURCHASING DEPARTMENT, WHO WILL REPLY TO SUCH QUESTIONS IN OFFICIAL SUPPLEMENT AND COPIES WILL BE SENT SIMULTANEOUSLY TO ALL BIDDERS.
3. ALL BIDDERS ARE RESPONSIBLE TO SEE THAT THEIR NAMES APPEAR IN THE PURCHASING DEPARTMENT OFFICE ON THE FORM RECORDING THE NAMES OF PROSPECTIVE BIDDERS, SO THAT THE BIDDERS ARE ASSURED OF RECEIVING PERTINENT BULLETINS WHICH MAY BE ISSUED BEFORE THE BIDS ARE OPENED.
4. ALL BIDDERS MUST BE RECOGNIZED DEALERS IN THE MATERIALS SPECIFIED AND QUALIFIED TO ADVISE IN ITS APPLICATION OF USE. THE BIDDERS AT ANY TIME REQUESTED, MUST SATISFY THE 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.
5. SUBMITTING A PROPOSAL WHEN IT IS INTENDED TO SUBCONTRACT THE CONTRACT IS CAUSE FOR REJECTION OF YOUR BID, OR CANCELLATION OF THE CONTRACT.
6. IT IS AGREED BY THE PARTIES HERETO THAT WHEREVER THE WORD "PURCHASING AGENT" OR THE PRONOUN IN PLACE THEREOF OCCURS IN THE ARTICLES OF AGREEMENT OF SPECIFICATIONS, IT IS HEREBY EXPRESSLY UNDERSTOOD THAT THE PURCHASING AGENT IS ACTING ONLY UNDER THE AUTHORITY OF AND SUBJECT TO THE APPROVAL OF THE COUNTY MANAGER AND ADMINISTRATIVE OFFICERS.
7. THE COUNTY RESERVES THE RIGHT TO AWARD ALL OR ANY OF THE ITEMS ACCORDING TO ITS BEST INTEREST, UNLESS OTHERWISE REQUIRED IN THE SPECIFICATIONS.
8. IN CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE SHALL GOVERN.
9. IT IS MUTUALLY AGREED AND UNDERSTOOD THAT IF AT ANY TIME, THE PURCHASING AGENT OR HIS AUTHORIZED REPRESENTATIVE SHALL BE OF THE OPINION THAT THE CONTRACT OR ANY PART THEREOF IS UNNECESSARILY DELAYED OR THAT THE RATE OF PROGRESS OR DELIVERY IS UNSATISFACTORY OR THAT THE CONTRACTOR IS VIOLATING ANY OF THE CONTRACT REQUIREMENTS OR CONDITIONS, OR IS EXECUTING THE SAME IN BAD FAITH, HE SHALL THEREFORE HAVE THE POWER TO TAKE WHATEVER ACTION HE MAY DEEM NECESSARY TO COMPLETE WORK OR DELIVERY HEREIN DESCRIBED OR ANY PART THEREOF SAID CHARGE SHALL BE DEDUCTED FROM AND PAID TO THE COUNTY OUT OF SUCH MONEY AS MAY BE DUE TO THE CONTRACTOR BY VIRTUE OF THIS AGREEMENT, AND THE

**BONDSMEN TO BE HELD LIABLE FOR ANY BALANCE DUE AT THE COMPLETION OF THE CONTRACT.**

- 10. THE CONTRACT WILL NOT BE AWARDED TO ANY CORPORATION, FIRM, OR INDIVIDUAL WHO HAS FAILED IN ANY FORMER CONTRACT WITH LUZERNE COUNTY TO PERFORM WORK OR DELIVERY OF GUARANTEE OR THE TIME CONSUMED IN THE COMPLETION.**
- 11. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE INSPECTION OF MATERIALS AND WORKMANSHIP BY THE PURCHASING OR TESTING LABORATORY WILL IN NO WAY LESSEN THE RESPONSIBILITY OF THE CONTRACTOR OR RELEASE HIM FROM OBLIGATIONS TO PERFORM AND DELIVER TO THE COUNTY SATISFACTORY WORK AND MATERIALS. THE CONTRACTOR AGREES TO PAY THE COST OF ALL TESTS FOR DEFECTIVE MATERIALS AND TO ALLOW THE COST TO BE DEDUCTED FROM ANY MONEY DUE HIM FROM THE COUNTY OTHERWISE BONDSMEN IN THIS CASE ARE LIABLE FOR SATISFACTORY COMPLETION OF THE CONTRACT.**
- 12. WHEN THE CONTRACT HAS BEEN DULY SIGNED AND THE CONTRACT BOND COVERING THE SAME APPROVED, THEN AND NOT BEFORE, THE CONTRACTOR MAY SECURE INSTRUCTIONS FROM THE PURCHASING AGENT PERTAINING TO THE PROCEDURE OF THE WORK OR DELIVERY.**
- 13. IF MORE THAN ONE BID IS OFFERED BY ANY ONE PARTY OR IN THE NAME OF HIS CLERK, PARTNERS OR OTHER PERSON, ALL SUCH BIDS MAY BE REJECTED. HOWEVER, A PARTY WHO HAS QUOTED PRICES ON MATERIALS TO A BIDDER IS NOT THEREBY DISQUALIFIED FROM QUOTING PRICES ON MATERIALS TO OTHER BIDDERS OR FROM SUBMITTING A BID DIRECTLY FOR THE MATERIALS OR WORK.**
- 14. THE COUNTY MANAGER AND ADMINISTRATIVE OFFICERS RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS OR SPECIFICATIONS WHEN DEEMED TO THE BEST INTERESTS OF THE COUNTY AND ALSO TO PURCHASE ANY PART, OR NONE OF THE MATERIALS SPECIFIED.**
- 15. ALL TERMS, REBATES AND DISCOUNTS SHALL BE CONSIDERED TO BE OFFERED EFFECTIVE AS OF THE DATE OF PAYMENT BY THE COUNTY NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED BY THE BIDDER IN HIS BID.**
- 16. THE COUNTY WILL REJECT ALL MATERIALS THAT DO NOT MEET THE SPECIFICATIONS EVEN THOUGH THE BIDDERS LIST THE TRADE NAMES OF SUCH MATERIALS ON THE PROPOSAL SHEET.**
- 17. THE MATERIAL AND EQUIPMENT SHALL BE DELIVERED TO THE COUNTY OF LUZERNE, PENNSYLVANIA. ALL PRICES QUOTED SHALL BE F.O.B., LUZERNE COUNTY COURT HOUSE, OR POINT OF DESTINATION WITHIN LUZERNE COUNTY.**
- 18. THE PROPOSAL MUST BE ACCOMPANIED BY A CERTIFIED CHECK, CASHIER'S CHECK, BID BOND OR TRUST COMPANY TREASURER'S CHECK IN THE AMOUNT OF TEN PER CENT (10%) OF THE TOTAL AMOUNT OF THE BID SUBMITTED AND MADE PAYABLE TO THE COUNTY OF LUZERNE, UNLESS OTHERWISE INSTRUCTED ON THE NOTICE TO BIDDERS PAGE 2 OF THESE INSTRUCTIONS.**
- 19. THE PARTY OR PARTIES BIDDING UPON THIS PROPOSAL TO WHOM THE AWARD OR AWARDS ARE MADE SHALL BE REQUIRED TO ENTER INTO A CONTRACT WITH THE COUNTY OF LUZERNE WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE PURCHASING AGENT. FAILURE TO DO SO, THE AWARD MAY BE CANCELLED AND THE CHECK SUBMITTED SHALL BE FORFEITED AND**

BECOME THE ABSOLUTE PROPERTY OF THE COUNTY OF LUZERNE. IT IS ALSO UNDERSTOOD BY THE SUCCESSFUL BIDDER THAT IF, HE OR THEY, UNDER THE CONDITIONS HEREIN IMPOSED RELINQUISH ABSOLUTELY ALL RIGHT TO RECOVER SAID AMOUNT OR ANY PART THEREOF BY SUIT OR MANDAMUS.

20. THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO FURNISH A BOND WITH A PROPERTY SURETY COMPANY IN THE AMOUNT OF NOT LESS THAN ONE-HALF (1/2) OF THE SAID CONTRACT GUARANTEEING THE PERFORMANCE OF THE CONTRACT WITHIN THIRTY (30) DAYS AFTER THE CONTRACT HAS BEEN AWARDED. IF THE CONTRACT PRICE IS LESS THAN \$10,000.00 – NO BOND WILL BE REQUIRED. AN ANNUAL BOND IS ACCEPTABLE AND MAY BE KEPT ON FILE IN THE PURCHASING DEPARTMENT. UPON FAILURE TO FURNISH SUCH A BOND WITHIN THIS 30 DAY PERIOD, THE AWARD/AWARDS SHALL BE VOID.
21. THE BIDDER OR BIDDERS TO WHOM THE CONTRACT IS AWARDED AGREES TO RELINQUISH THE COUNTY OF LUZERNE FROM ALL SUITS OR ACTION OF ANY NATURE OR DESCRIPTION BROUGHT AGAINST THEM FOR OR ON ACCOUNT OF THE USE OF PATENTS, APPLIANCES, PRODUCTS OR PROCESSES.
22. THE COUNTY MANAGER AND ADMINISTRATIVE OFFICERS, HOWEVER, AT THEIR DISCRETION, MAY EXTEND THE TIME FOR THE COMPLETION OF THIS CONTRACT, IF PREVENTED BY STRIKES OF EMPLOYEES OR BY REASON OF IT BEING IMPOSSIBLE TO PROCURE THE NECESSARY MATERIAL, EQUIPMENT, ETC.
23. ALL BIDS MUST BE MADE ON PROPOSAL BLANKS ATTACHED TO THESE SPECIFICATIONS AND MADE PART THEREOF, AND MUST BE ENCLOSED IN SEALED ENVELOPE/PACKAGE DIRECTED TO THE LUZERNE COUNTY PURCHASING DEPARTMENT ATT: MARK A. ZULKOSKI. ATTACHED LABELS MUST BE PLACED UPON OUTSIDE OF SAID ENVELOPE/PACKAGE, FAILURE TO DO SO MAY RESULT IN REJECTION OF SUBMITTED BID.
24. BIDDERS MUST WRITE OR PRINT THE FIGURES WITH INK OR A TYPEWRITER.
25. A PROPOSAL WHICH IS INCOMPLETE, OBSCURE, CONDITIONAL OR UNBALANCED OR WHICH CONTAINS ADDITIONS NOT CALLED FOR OR IRREGULARITIES OF ANY KIND MAY BE REJECTED AS INFORMAL. A PROPOSAL THAT CONTAINS ALTERATIONS OR IS NOT ACCOMPANIED BY A REQUIRED CERTIFIED CHECK, BID BOND, OR TRUST COMPANY TREASURER'S CHECK SHALL BE REJECTED.
26. THE COUNTY MANAGER AND ADMINISTRATIVE OFFICERS OF LUZERNE COUNTY RESERVE THE RIGHT TO REJECT ANY OR ALL PROPOSALS, OR ANY PART OR PARTS THEREOF AS MAY DEEM TO THE BEST INTEREST OF THE COUNTY OF LUZERNE. THE LUZERNE COUNTY MANAGER ALSO RESERVES THE RIGHT TO CANCEL THE AWARD AT ANY TIME BEFORE THE EXECUTION OF THE CONTRACT.
27. LUZERNE COUNTY RESERVES THE RIGHT FOR THE LUZERNE COUNTY CONTROLLER AND/OR THE LUZERNE COUNTY MANAGER AND/OR THEIR RESPECTIVE DESIGNEES TO PERFORM FINANCIAL AND/OR PERFORMANCE AUDIS 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. ANY PARTY TO PURCHASE, SALE, AWARD, CONTRACT OR OTHER TRANSACTIONS FOR A PERIOD OF NO LESS THAN THE LATER OF (i) THE FIFTH (5) YEAR FOLLOWING THE CONTRACT EXPIRATION DATE OR (ii) IN THE EVENT AN AUDIT HAS BEEN COMMENCED WITHIN THE FIVE (5) YEAR PERIOD, THE DATE THAT LUZERNE COUNTY EXPRESSLY STATES IN WRITING THAT SUCH BOOKS, RECORDS, AND DOCUMENTS NO LONGER ARE REQUIRED TO BE RETAINED FOR REVIEW, INSPECTION AND/OR REPRODUCTION.

28. WITH RESPECT TO BIDDER'S 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 BIDDER'S WITHIN THIRTY (30) DAYS FOLLOWING THE AWARD OF THE BID AND WILL NOT BE CASHED. LUZERNE COUNTY MAY DEPOSIT THE CHECK OF THE SUCCESSFUL BIDDER'S AND MAY RETAIN SUCH FUNDS UNTIL THE SUCCESSFUL BIDDER ENTERS INTO AN AGREEMENT WITH LUZERNE COUNTY TO FULFILL THE BID ON THE TERMS SUBMITTED BY THAT BIDDER. WITH RESPECT TO SUCCESSFUL BIDDER'S THAT ARE PERMITTED TO PROVIDE CERTIFIED CHECKS, CASHIER'S CHECKS AN/OR TRUST COMPANY TREASURER'S CHECKS IN LIEU OF A PERFORMANCE BOND, SUCH CHECKS MAY BE CASHED AND RETAINED BY LUZERNE COUNTY PENDING THE BIDDERS FULL AND FAITHFUL PERFORMANCE OF THE BID.

### SIGNING OF THE AGREEMENT

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

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

Luzerne County Purchasing

Invitation For BID

**THIN CLIENTS**

**I. SCOPE**

Notice of Invitation—The Luzerne County Purchasing Department invites qualified vendors to submit a bid to provide Thin Client Workstations for the Luzerne County Information Technology Department. The term of the two (2) month contract will be approximately October 9, 2015 through December 8, 2015. There is no expressed or implied obligation for Luzerne County to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

1. Bid Submission: Prospective providers should submit three (3) copies of requested materials on or before October 8, 2015 by 10:00 AM EST. Bids should be mailed to:

Luzerne County Purchasing Department  
Attn: Mr. Mark Zulkoski  
Penn Place Office Building  
20 North Pennsylvania Avenue  
Wilkes-Barre, PA 18711

Bid cover letter should designate who can answer questions concerning the submitted proposal. A representative empowered to bind the vendor submitting the bid must sign the proposal.

**Proposals must be accompanied by a certified check, bid bond, bank cashier's check or trust company treasurer's check in the amount of ten percent (10%) of the total amount of the bid, made payable to the COUNTY OF LUZERNE. If the bidder fails or refuses to enter into the contract after being given the award, the proceeds of the check deposited by him/her shall be used as liquidated damages by the County for his/her failure or refusal to comply.**

**Bids may be held by County for a period of not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the**

**Bids and investigating the qualifications of Bidders, prior to awarding of the CONTRACT.**

**Please be advised that the Bidder is responsible to include a Self Addressed Stamped envelope in the Bid Proposal packet, for the return of their 10% Bid Bond or 10% Cashiers Check. The County will no longer be responsible to pay for postage to return any documents. Bids submitted without required envelope will require a representative of the company to obtain all documents from the Purchasing Department.**

**One (1) original and one (1) copy of your bid must be delivered as indicated on the attention sheet.**

Question: Contact the Director of Purchasing, Mark Zulkoski at [mark.zulkoski@luzernecounty.org](mailto:mark.zulkoski@luzernecounty.org) with any questions.



## II. Requirements

The items to be bid are:

<u>Quantity</u>	<u>Description</u>	
400 – 600	NComputing L300 Thin Client Appliances (No substitutions)	\$ _____
400 – 600	Logitech K120 - USB Keyboards (or equivalent)	\$ _____
400 – 600	Logitech 810 - USB Mice (or equivalent)	\$ _____
300 – 600	Acer V236HL 23" VGA LED Monitors (or equivalent)	\$ _____

The proposed monitor must support the following resolutions:

1920 x 1080      1440x900      1280 x 720

The manufacturer and exact model number of the items are to be listed in the bid.

All necessary power and signal cables must be included. One Category 5e Ethernet patch cable (7 – 10 foot length) must be included for each L300 device.

The vendor must guarantee that the items interoperate properly. Any components (monitors, keyboards, mice) that do not operate satisfactorily with the L300 thin client appliance will be returned at the vendor's expense.

The bid should include lead times to delivery.

Pricing must be valid for a period of 90 days from the Bid Due Date.

The County will place an initial order of 300 units of each item. Additional orders may be placed over a period of 90 days following the initial order.

### **III. Method of Award**

The County will purchase from the successful bidder for a period of up to 90 days from the Bid Due Date. 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.

### **IV. Other Requirements**

1. Vendors must have experience, qualifications, stock and facilities to handle this kind of contract.
2. Invoice each order and shipment 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. Samples may be required from bidders. The sample may be retained by Luzerne County. All samples are to be marked as "Sample" and delivered to Luzerne County Purchasing Department. The package must indicate the name of the bidder and items enclosed.
5. All bids are to be compared on the basis of meeting all necessary specifications. No proposer 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.

**LUZERNE COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

**200 N. RIVER ST., WILKES BARRE, PA 18711**

**IN ACCORDANCE WITH THE SPECIFICATION AND INSTRUCTIONS TO THE BIDDERS, THE SUCCESSFUL BIDDER AGREES TO FURNISH AND DELIVER F.O.B., POINT OF DESTINATION, LUZERNE COUNTY INFORMATION TECHNOLOGY DEPARTMENT (LCIT), WILKES BARRE, PA., 18711 BY PURCHASE ORDER ONLY AS THE NEED FOR THE ITEM ARISES, AFTER THE CONTRACTS HAVE BEEN PROPERLY SIGNED AND EXECUTED. THE STATED *QUANTITIES* ARE *ESTIMATES ONLY* AND LCIT RESERVES THE RIGHT TO *INCREASE* OR *DECREASE* THE QUANTITIES ACCORDING TO DEMAND AND MAY REORDER AT ANY TIME DURING THE CONTRACT PERIOD.**

**THE CONTRACT WILL BE DETERMINED BY SERVICE & PRICE.**

**ALL BIDS MUST BE LEGIBLE OR THEY WILL BE REJECTED.**

**YOU CANNOT ADD SHIPPING, MILEAGES OR FUEL EXPENSE TO THE BILL. IT MUST BE BUILT IN THE CONTRACTED PRICE. THERE WILL BE NO DELIVERY AMOUNT REQUIREMENTS.**

**IF YOU CANNOT FILL AN ORDER THAT WE PLACED WITH YOU, THE LCIT WILL HAVE TO GO TO THE NEXT LOWEST QUALIFIED BIDDER. SUBSTITUTIONS WILL NOT BE ACCEPTED.**

**DO NOT CHANGE THE DESCRIPTION OF THE ITEMS ON THE CONTRACT OR WRITE ON THE CONTRACT. IF SO THE CONTRACT WILL BE VOIDED.**

**CONTRACT PERIOD – 10/9/15 to 12/8/15**

**I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND ITS CONTENTS, AS EVIDENCED BY MY/OUR SIGNATURE(S) BELOW. WILL NOT AWARD CONTRACT UNTIL SIGNED.**

**DATE: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**ANY QUESTIONS CALL: PURCHASING DEPARTMENT  
(570) 825-1506  
(570) 825-1851 FAX**

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**DISTRIBUTOR NAME:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**PHONE #** \_\_\_\_\_ **EXT.** \_\_\_\_\_

**PHONE#** \_\_\_\_\_

**FAX#** \_\_\_\_\_

**CONTRACT PERIOD – 10/9/15 TO 12/8/15**

**Responders Signature Form**

Responder \_\_\_\_\_

Proposal must be signed here \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

**Individual Partnership or Corporation**

The responder certifies that they come under the class checked below:

**Please insert names:**

A. Individual owner \_\_\_\_\_

B. Partnership partners \_\_\_\_\_

C. Corporation \_\_\_\_\_

Exact name of corporation

\_\_\_\_\_ State incorporated

**Note:**

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the 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

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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

\_\_\_\_\_  
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 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_