



COUNTY OF LYCOMING

Lycoming County Executive Plaza
330 Pine Street, Suite 401
Williamsport, PA 17701
Tel: (570) 327-6746
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REQUEST FOR PROPOSALS (RFP) FOR DIGITALIZATION AND DISSEMINATION OF DOCUMENTS

When bidders are either downloading a proposal request from Lycoming County's web site (www.lyco.org. Then click on News and Request for Bids/Proposals) or receiving a current copy from areas other than Lycoming County Controller's Office, bidders are required to contact the Lycoming County Purchasing Agent and place their company name on the bidders' list. This will ensure that each bidder receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by the County.

Issued on: January 20, 2012
Final Date for Written Questions: January 27, 2012
Due Date: February 3, 2012

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SECTION 1

NOTICE TO BIDDERS

Legal Ad
Sun Gazette
To Be Run: January 20th and January 23rd

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed proposals for the Digitalization and Dissemination of Documents. Proposals are due by **Friday, February 3, 2012, at 5:00 P.M. EST.** Proposals will be opened on **Tuesday, February 7, 2012, at 10:00 A.M. EST** in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Proposals shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Proposals must be enclosed in a sealed envelope and marked "**RFP for Digitalization and Dissemination of Documents**". All proposals shall remain firm price for 120 days after the date of proposal opening.

Questions regarding this Request for Proposal shall be directed to Mya Toon, Purchasing Agent, at (570) 327-6746 or mtoon@lyco.org.

Bidders may download proposals by going to www.lyco.org. Then, click on Top 10 Links, Request for Bids/Proposals and County Central Bids/Proposals.

The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

COUNTY OF LYCOMING

Jeff C. Wheeland
Ernest P. Larson
Tony R. Mussare

Attest:
Ann M. Gehret
Chief Clerk

SECTION 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

TO BE CONSIDERED, PROPOSALS MUST BE MADE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THESE INSTRUCTIONS TO BIDDERS.

DEFINITIONS

- a) *Bidder:* A firm, individual, or corporation submitting a proposal in response to this RFP.
- b) *Addendum:* A change, addition, alteration, correction or revision to a proposal or contract document.
- c) *Contractor/Vendor:* The party in the contract responsible for performing the service defined in the contract.
- d) *Contract Documents:* Consist of the Agreement between the County and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.
- e) *Contract:* Refers to the contract documents, which form the contract. The contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representatives, or Agreements, either written or oral, including the solicitation and proposal documents. The contract may be amended or modified only by a written modification.
- f) *Request for Proposal:* All documents, whether attached or incorporated by reference, used to solicit competitive sealed proposals.
- g) *Modification:* A written amendment to the contract signed by the County and Contractor, a supplement, a written interpretation issued by the County, a written order for a minor change in the Scope of Work of the contract. A modification may be made only after execution of the written contract.
- h) *Solicitation:* Refers to and includes the RFP, the Instructions to Bidders, the Schedule, the Terms and Conditions, other bid documents and all attachments etc., issued with the RFP together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to proposal opening.

PARTIES TO CONTRACT

Where the words “Commissioners”, “Controller”, “Purchasing Agent”, or “County” are used, they shall be understood to refer respectively to the Commissioners, the Controller, and Purchasing Agent of Lycoming County, and Lycoming County Pennsylvania, or other persons designated in writing to represent Lycoming County.

The terms “successful Bidder”, “Vendor” and “Contractor” may be used interchangeably throughout this document.

INTENT

- a) It shall be the intent and purpose of this Request for Proposal (RFP) to cover the terms and conditions under which a successful Bidder shall be responsible for the following, through sealed proposals:
 - 1) Scan, link and load Register and Recorder documents into the Register and Recorder’s existing ACS LandMarc system.
 - 2) Host all scanned Register and Recorder documents on the Internet for public access and provide the means to collect public access fees.
 - 3) Minimize costs to the County.
- b) The County is seeking to identify and select one (1) Vendor to perform the work as listed above. The selected Vendor shall perform work in accordance with the Scope of Work and the RFP.
- c) The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

BIDDERS’ RECEIPT OF THE RFP PACKAGE

- a) The County’s Purchasing Department and the Controller’s Office are the sole authorities to provide the RFP package to interested companies or individuals. Bidders who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid’s errors, omissions or misinterpretations resulting from a Bidder’s use of an incomplete RFP package.
- b) Bidders who have received the RFP package from a source other than the County’s Purchasing Department, the Controller’s Office, or who have downloaded the RFP package from the County’s website, are advised to contact the Purchasing Department to provide their company’s name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the RFP such as Amendments and Clarifications.

ISSUING OFFICE AND INQUIRIES

- a) This Request for Proposal (RFP) is issued by Lycoming County Purchasing Office on behalf of Lycoming County Commissioners. All inquiries, clarifications, or interpretations regarding this RFP should be directed in writing to:

Mya Toon
Lycoming County Purchasing Agent
48 West Third Street
Williamsport, PA 17701

(570) 327-6746
mtoon@lyco.org

- b) Responses to inquiries that affect the content of this RFP will be provided in writing to all recipients of the RFP. It is the responsibility of each Bidder to inquire about any aspect of the RFP that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this RFP until Friday, January 27, 2012, in order for a reply to reach all Bidders before the proposal closes. Any information given to a prospective bidder concerning an RFP will be furnished to all prospective bidders as an Addendum to the RFP if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

IMPORTANT DATES

| | |
|---|------------------|
| Issue Date: | January 20, 2012 |
| Final Date for Written Questions: | January 27, 2012 |
| Deadline for Submitting Proposals: | February 3, 2012 |
| Opening of Proposals: | February 7, 2012 |
| Selection of Vendor (tentative): | February 8, 2012 |
| Anticipated Contract Award (tentative): | February 9, 2012 |

PREPARATION OF PROPOSALS

The County is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this RFP are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the County.

SUBMISSION AND RECEIPT OF PROPOSALS

- a) Proposals must be enclosed in a sealed, opaque envelope or other container. The outside of the envelope shall be clearly marked, "Digitalization and Dissemination of Documents."
- b) Proposals must be received by Lycoming County no later than Friday, February 3, 2012, 5:00 P.M. EST. Late proposals shall not be accepted. The County shall not be responsible for late receipt of proposals. Proposals must be mailed or delivered to the County. Emailed and faxed proposals are not acceptable and will not be considered. Proposals must be mailed or delivered to:

Lycoming County Controller's Office
Lycoming County Executive Plaza
330 Pine Street, 2nd Floor
Williamsport, PA 17701

- c) **Bidders shall furnish and submit all proposals in accordance with the instructions contained in this RFP package.**
- d) If the bidder submits proposal documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly

execute and seal the said documents the bidder in the County's sole discretion may be given 72 hours from the time of the proposal opening in which to provide such information to the County.

- e) The County has the right to waive any and all informalities.

PROPOSAL MODIFICATIONS

Proposals can not be modified after receipt of proposals. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the bidder to disqualification. The County reserves the right to request information or respond to inquiries for clarification purposes only.

PROPOSAL WITHDRAWAL

Bidders may withdraw proposals at any time up to the scheduled time for receipt of proposals. Bidders desiring to withdraw his/her proposal, must submit the purpose for withdrawal in writing to the County Purchasing Agent before the proposal opening deadline. Bidders may resubmit proposals provided it is prior to the scheduled time for receipt of proposals.

ADDENDA

- a) Any explanation desired by a bidder regarding the meaning, clarification or interpretation of the RFP must be requested in writing no later than 5:00 P.M. EST on Friday, January 27, 2012. Answers to questions or acceptance of requested changes to RFP requirements will be provided in an Addendum to the RFP, which will be posted on the County's website (www.lyco.org) and notice of the issuance of the Addendum will be given to all parties recorded by the County as having received the RFP documents from the County's Purchasing Department. Receipt of the Addendum should be acknowledged in the proposal. Although the Purchasing Agent will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure all applicable addenda prior to proposal submittal.

PROPOSAL EXAMINATION

- a) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- b) Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same by the parties submitting the proposal. Furthermore, by submitting a proposal the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

EVALUATION OF PROPOSALS

- a) Proposals will be evaluated in accordance with the required scope of work as listed in this RFP. At the County's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives.
- b) The County reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line item basis in any combination that best serves the interest of the County.

REJECTION OR DISQUALIFICATION OF PROPOSALS

- a) A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- b) The County reserves the right to waive a proposal's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.
- c) The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.
- d) Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.
- e) **Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and their proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**
- f) **The Lycoming County Board of Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County**

USE OF PROPOSAL FORMS

- a) The Proposal shall be made on the proposal forms included in this RFP and all applicable blanks on such forms shall be filled in. The forms to be included in the proposal are: Proposal Form, Proposal Price Schedule, Non-Collusion Affidavit, and Exception Form (if applicable). **A Bidder's failure to submit proper documentation may result in the County's rejection of the proposal.**
- b) Any and all documents required by the RFP that require a notarization must include the signature and seal of the notary public as required by the state in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit must be completed and submitted with the proposal. Proposals and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of proposal opening.

- c) For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.
- d) Proposals for supplies or services other than those specified or approved will not be considered.

NON-COLLUSION AFFIDAVIT

- a) The County requires that a Non-collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antirigging Act, 62 Pa. C.S.A. §4501 et seq.
- b) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the proposal.
- c) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the proposal.
- d) If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- e) The term “complementary bid” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.
- f) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the proposal.

EVALUATION OF PROPOSALS

- a) Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of bidders based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations and/or live demonstrations, the highest ranking bidders will be invited to make such presentations and/or demonstrations. Those bidders that participate will then be scored, and the final ranking will be made based upon those scores.
- b) The proposals will be scored using the following criteria:
 - 1. The quality of the services to be provided.
 - 2. Qualifications of the Bidder’s organization and its experience in providing similar types of services.

3. Performance on past projects for the County and for others, if applicable.
4. Technical soundness of Bidder's proposal.
5. Demonstrated capability of Bidder to provide services.
6. Value and cost to the County of services and benefits proposed.

AWARD OF PROPOSAL

- c) Award of any proposal is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.
- d) The County will award the contract(s) to the lowest and best responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the RFP, within 120 days of the opening of the proposals. Submitted proposals shall remain valid during this sixty-day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof.
- e) An official letter of acceptance will be forwarded by the County to the successful bidder after proposal selection and prior to contract award.

AGREEMENT / CONTRACT

Upon acceptance and award of a bidder's proposal, the contract between the Bidder and the County shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Bidder) and any attachments thereto, and (c) all written communications between the County and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

EXECUTION OF CONTRACT

- a) The successful bidder must execute a written contract with the County. If the successful bidder fails or refuses to execute a formal contract within ten (10) days of the date of contract award, that award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

SECTION 3

TERMS & CONDITIONS

TERMS & CONDITIONS

DEFINITIONS AND HEADINGS

- a) *County / County of Lycoming Vendor / Contractor:* The parties identified as such in this Agreement.
- b) *Services:* The work identified in this RFP as to be performed by Vendor under the ensuing contract.
- c) *Goods:* The equipment or items identified in this RFP as to be supplied by Vendor under the ensuing contract.
- d) *Work:* The required services and required goods.

TERM OF CONTRACT

- a) The contract, which results from the award of this RFP, shall commence on February 9, 2012, and shall be on-going on a yearly basis, until terminated by either party upon ninety (90) days written notice.

OPTION TO EXTEND CONTRACT PERIOD

- a) The contract may be extended up to three (3) months at the proposal pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Request for Proposal, but not to exceed three (3) months.

OPTION TO RENEW CONTRACT

This contract may be renewed for either a one, two, or three year term at the proposal pricing by mutual agreement of both parties in written form.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the County and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

TERMINATION

- a) The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days

prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the County for such Goods or Services, but in no event shall Vendor be entitled to recover loss of profits.

- b) In the event that either the Vendor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

SUBCONTRACTING

The Contractor shall not subcontract any of its obligations under this contract without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.

EXCEPTIONS

A Proposal submitted in response to this RFP constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this RFP, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this RFP, the Bidder must clearly identify in the PROPOSAL EXCEPTION FORM: (a) the number and title of each section of this RFP that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of proposal award, to commence delivery of goods and/or services pursuant to the award on February 9, 2012.
- b) The Contractor shall deliver scan, load and link documents on the date of commencement as defined above and achieve substantial completion on or before July 31, 2012. Hosting services shall be ongoing on a yearly basis, until terminated by either party upon ninety (90) days written notice.
- c) The Contractor must comply with the time of performance.

EMERGENCY ORDERS

In an emergency situation in which the County requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period; the County has the option to purchase those supplies from another source with no penalty to either party.

LIQUIDATED DAMAGES

- a) In the case of default by the successful Bidder(s) in failing to supply goods or perform services in conformance with the requirements of the contract resulting from this RFP, the County may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting there from.
- b) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, per calendar day for each and every day of delay as liquidated damages one hundred dollars (\$100.00).
- c) This Article shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.
- d) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

ADDITIONS OR DEDUCTIONS

- a) The County shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by these specifications and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the County and the Contractor, but must be agreed to in writing.
- b) When the County would require additional or extra goods or services that are not listed as part of the proposal package and without invalidating the purchase contract, the Vendor(s) would be required to furnish and deliver the goods and services to the County, at the vendor's standard retail price of said items. This situation would also be in effect for the life of the contract, as listed in the above-mentioned language.

EXTRA WORK

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners, and the price fixed and agreed upon before such work is performed.

CHANGES OF SERVICES

- a) The County may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this contract in any one or more of the following:
 - (1) Description of services.
 - (2) Time of performance of the services.
 - (3) Place of performance of the services.
 - (4) Method of shipments or packing of supplies.
 - (5) Place of delivery.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract price, the delivery schedule, or both, the parties shall modify the contract if necessary.

COUNTY FURNISHED PROPERTY

- a) No County property shall be furnished to the Contractor unless so provided in the RFP.
- b) Should the County provide furnished property, it shall be returned to the County upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- c) The County shall retain title to all County property furnished to the Contractor or purchased by the Contractor for the County under this contract.
- d) The County furnished property shall be used only for performing this contract.
- e) The Contractor shall be responsible and accountable for all County Furnished Property provided under this contract. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of any County Furnished Property in accordance with sound industrial practice.
- f) Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to such property used or consumed in performing this contract.
- g) Upon completing this contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County furnished property, including quantity and condition, of each item furnished under this contract. The County shall advise as to disposition of such property. The

net proceeds of the disposal of any such property shall be credited to the contract price or shall be paid to the County.

INSPECTION OF WORK

- a) Inspection of all work may be made by the County Commissioners, their duly appointed representative or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).
- b) The Contractor must notify the designated representative when all work has been performed in conformity with the requirements of this contract.
- c) The designated representative will certify that the Contractor's work has been performed in conformity with the requirements of this contract.

PRICING

- a) The successful Bidder warrants the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 120 days from the date of the proposal opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your proposal includes price increases over the term of the contract, such increases must be clearly indicated in the Proposal Price Schedule.
- b) All proposal prices must include freight.

PAYMENT

The County will make payment within thirty (30) days of receipt of invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the County.

COMPLIANCE WITH LAWS

In the performance of the contract, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related

to Equal Employment Opportunity and Non-Discrimination. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.

GOVERNING LAW

The contract between the County and the Vendor shall be governed in accordance with the laws of the State of Pennsylvania.

EVIDENCE OF FINANCIAL STANDING

After the proposal opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the County. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

INSPECTION AND REJECTION

Goods and services received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Goods that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods from the premises without expense to the County. Rejected Goods not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods as its own property and shall retain that portion of the proceeds of any sale which represents the County's costs and expenses in regard to the storage and sale of the Goods. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods with others conforming to the specifications and which are not defective. If the Vendor fails neglects or refuses to do so, the County shall then have the right to purchase in the open market a corresponding quantity of such Goods and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

PATENTS, COPYRIGHTS, TRADEMARKS

Vendor warrants, represents and covenants that the goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of the

Goods.

OWNERSHIP OF WORK PRODUCT

The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

INDEPENDENT CONTRACTOR AND INDEMNITY

The Vendor shall act as an independent contractor and not as an employee of the County. Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this RFP.

FORCE MAJEURE

If the County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the County reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the County's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

| Coverage | Limits of Liability |
|-----------------------------------|--|
| Workmen's Compensation | Statutory |
| General Liability/Property Damage | \$500,000 each occurrence \$1,000,000 aggregate |
| Personal Injury | \$500,000 each occurrence \$1,000,000 aggregate |

| | |
|--------------------------------------|--|
| Automobile Liability/Property Damage | \$500,000 each occurrence |
| Bodily Injury | \$500,000 each occurrence \$1,000,000 aggregate |

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the County of Lycoming its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Lycoming, Attn: Mya Toon, 48 West Third Street, Williamsport, PA 17701
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

TAX EXEMPTION

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County’s registration number with the Internal Revenue Service is 24-6000733. Net prices shown in the proposal shall exclude such Federal and State taxes.

WARRANTY

- a) Unless otherwise specified by the County, the Bidder shall unconditionally guarantee the materials and workmanship on all goods and/or services. If, within the guarantee period any defects occur which are due to faulty goods and/or services, the Bidder at his/her expense, shall repair or adjust the condition, or replace the goods and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be the least detrimental to the operations of County business
- b) Any goods and/or services or parts thereof repaired, replaced or adjusted, shall also be subject to the terms of this clause to the same extent as the goods and/or services initially delivered. The guarantee will be equal in duration to that listed above and shall run from the date of delivery of the repaired, replaced or adjusted good and/or service.
- c) When a repair, replacement or adjustment is required for goods, all transportation charges and responsibility for the goods while in transit shall be borne by the Contractor.
- d) If the Contractor fails or refuses to repair, replace or adjust the goods and/or services, the County may, by contract or otherwise, repair, replace or adjust with similar goods and/or services and charge the Contractor the cost occasioned to the County thereby or make equitable adjustment in the contract price.

SUBMITTAL DOCUMENTS

The following documents are required to be submitted with each proposal:

1. Proposal Form
2. Proposal Price Schedule
3. Non-Collusion Affidavit
4. Exception Form (if applicable)
5. General Information – Qualifications/Experience
6. Addenda Number(s) (if applicable)

SECTION 4

SCOPE OF WORK

SCOPE OF WORK

FOR DIGITALIZATION AND DISSEMINATION OF DOCUMENTS

SCOPE OF WORK:

1. The vendor shall scan, load, and link the Register and Recorder's documents into the Register and Recorder's existing ACS LandMarc system. All scans must be from the original documents, not from microfilm. Resulting images and indexing must comply with the image and indexing functionality of the current ACS LandMarc system. The vendor must perform page by page image enhancement (cleanup) so that everything is readable including but not limited to marginal notations, signatures, property descriptions and photostats. The documents to be scanned, loaded, and linked are the following:

- a. **Record Books**
December 2003 – January 6, 1988
Compact books
Approximately 1,267,350 pages

- b. **Deed Books**
December 31, 1987 – March 23, 1971
Compact books
Approximately 229,950 pages

April 1, 1971 – December 31, 1953
Mixed style/size books
Approximately 111,800 pages

- c. **Mortgage Books**
December 31, 1987 – March 29, 1971
Compact Books
Approximately 260,400 pages

April 1, 1971 – February 21, 1967
Mixed style/size books
Approximately 31,500 pages

March 1, 1967 – January 1957
Large format books
Approximately 44,850 pages

TOTAL APPROXIMATE PAGES 1,945,850

2. The vendor shall post all Register and Recorder documents to the Internet for public access, to include 1) the documents scanned under this Scope of Work, 2) the documents currently existing in the ACS LandMarc system, and 3) new documents scanned on a daily basis by the Register and Recorder's office staff. The vendor shall host these documents for internet access by the public and the County.
3. Public access to these documents via the internet must be on a fee schedule determined by the Register and Recorder's Office. The public shall have the ability to search and retrieve electronic documents 24 hours per day, 7 days per week. All Lycoming County Government entities shall have free and full access to these documents via the internet at all times.
4. The following minimum functionalities are to be supported: searching, viewing, and printing of documents. Access to these digital documents must be through a web-based interface that supports viewing through standard web browsers, including Internet Explorer and Netscape.
5. The vendor must collect all fees, deduct their commission, and remit the remainder either electronically or by check to the Register and Recorder's Office weekly. The vendor must specify the basis on which revenues from use of the digital content are to be calculated and accrued. A financial transaction audit trail must be provided to the Register and Recorder's Office weekly to allow for the independent verification and auditing of reported revenues and payments. All issues related to the public access of documents via the internet as well as issues related to associated fee billings are the responsibility of the vendor. At no time will any confidential financial information pass through the Lycoming County network.
6. The vendor must clear with copyright owners and secure all rights necessary for the County to permit digital conversion and dissemination of digital documents to the public for a fee.
7. The vendor must work directly with ACS to upload and link all scanned documents to the existing LandMarc system.
8. The vendor must work directly with ACS to download to the internet hosting site all of the existing LandMarc documents as well as the new documents scanned on a daily basis by the Register and Recorder's office staff.

9. Any fees assessed by ACS for interaction with the ACS LandMarc system must be paid by the vendor. For a vendor other than ACS, the current fee for the linking and loading process is \$0.08 per image, and the current fee for downloading to a host internet site is \$0.005 per image and \$0.01 per document.

10. All document data scanned and uploaded to a host internet site remains the property of Lycoming County and will not be used for any purpose other than stated above without the written permission of Lycoming County.

11. The vendor must specify terms and conditions for continued uploading to and hosting of an internet website beyond the end of the original Scope of Work.

GENERAL PROPOSAL REQUIREMENTS

1. **Introduction:** Bidders must provide a one page overview of his/her interest in the project.
2. **Organization Capabilities:** Bidder must describe his/her experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.
3. **References:** Bidders must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.
4. **Documents:** Vendor must handle all documents with care due to their age. Originals must not be damaged in the digitalization process. Vendor must preserve the integrity of the documents, capturing all physical and structural characteristics considered by the County to be relevant to public use. Such characteristics include, at minimum the full layout of each individual page and the integrity of record text. Final electronic images must be provided in TIFF format and must be at least 200 dots per inch resolution black and white.
5. **Security:** Vendor must be responsible for ensuring adequate security and inventory control of documents while in vendor's custody. No documents are to leave, be transported or stored in any other facility other than the specified County facility. A suitable work environment will be provided. Vendor is responsible for the safe and timely return of the documents to the Register and Recorder's Office, and for indemnifying the County against any loss of or damage to said documents while under the vendor's control.

TEHCNICAL REQUIREMENTS

1. **Digitalization:** Vendor must create digital images for all documents, as described below and in the Scope of Work section, for the County's Register and Recorder's Office. Vendor will complete the digital conversion process based on the schedule established by the contract which results from the award of this RFP between the County and the vendor. All documents must be properly integrated, scanned, loaded and formatted into the Register and Recorder's ACS software system. All documents not properly integrated, scanned, loaded or formatted into the ACS software system shall be rejected by the County and shall be re-done at no additional cost to the County.
2. **Work Location:** Bidders must perform work or the digital conversion process in the immediate area of the Lycoming County Register and Recorder's Office located in the County Courthouse. No documents are to leave, be transported or stored in any other facility. A suitable work environment will be provided.
3. **Electronic Access:** Bidder must provide continual, persistent electronic access to digitized documents for the public for a fee, with minimum functionalities. The following minimum functionalities are to be supported: searching, viewing, and printing of documents. All documents from the Register and Recorder ACS system must be made available to the Internet. Access to digital documents must be through a Web-based interface that supports viewing through standard Web browsers, including the following: Internet Explorer and Netscape. This service must be hosted by the vendor. All documents must be updated nightly from the current ACS system. Vendor shall provide the same documents as available in the County office. The public shall have the ability to search and retrieve electronic documents 24 hours per day, 7 days per week. Additional details are provided in the Scope Of Work section.
4. **Revenues:** An access fee will apply to the public for all documents accessed electronically. Access fees must be enforced according to the Register and Recorder's Office fee schedule. All Lycoming County Government entities shall have free and full access to documents at all times. The vendor must collect all fees, deduct their commission, and remit the remainder either electronically or by check to the Register and Recorder's office weekly or on another regular schedule by mutual consent. Vendor must specify the basis on which revenues from use of the digital content are to be calculated and accrued. A financial transaction audit trail must be provided to the Register and Recorder's office weekly or on another regular schedule by mutual consent in order for the independent verification and auditing of reported revenues and payments.
5. **Copyright:** The vendor must clear with copyright owners and secure all rights necessary for the County to permit digital conversion and dissemination of digital documents to the public for a fee.
6. **Warranty:** The vendor must specify in detail the length and terms of the warranty/maintenance for each service provided.

7. **Guarantees:** Each proposal shall contain a detailed and specific statement of any guarantees, both operational and financial, which will be offered to the County with respect to the provision of services.
8. **Alternatives:** The vendor must provide suggestions for alternative methods that can accomplish the project at the same level of quality, if any.

TIMETABLE/PLAN OF OPERATION

1. Vendor must detail all services they propose to provide; indicate the rate of production they propose to maintain for digital conversion during the project; and must propose a timeframe for accomplishing the digital conversion process and/or a timeframe for accomplishing electronic access.
2. Vendor must describe the process in which documents will be incorporated into the County's ACS software system.
3. Vendor must define a Quality Control Plan that describes the methods and steps to be employed beginning with the receipts of documents through production to maintain and assure the safety and security of the documents while in the possession of the Vendor.
4. Vendor must include a delineation of responsibilities of all involved in the project.
5. Vendor must detail the space, power and connectivity requirements to complete the digital conversion process.
6. Vendor must describe the climate control, security, and inventory control they propose to provide for documents while in Vendor's custody.
7. Vendor must describe in detail what quality assurance procedures and mechanisms will be implemented to ensure the integrity, legibility, interoperability, and usability of the converted documents, and to what degree flaws or defects will be tolerated.
8. The Vendor must provide a detailed description of the Web-based user interface through which Vendor proposes to provide access to the digital documents. The Vendor must identify any and all proprietary software said interface will utilize in enabling search, navigation, and display of digital documents.
9. Vendor must describe in detail the failsafe and risk mitigation processes, systems, certifications, and mechanisms Vendor has in place to ensure continuous, persistent Web-based access to the digital documents in the event of interruptions or disruptions to the Vendor's systems and operations.

10. Vendor must describe what technical support by qualified staff will be provided by email and telephone for technical staff at the County. Vendor should stipulate the hours and days of the week that such technical support is to be available.

11. Vendor must identify, describe in detail, and justify any proposed deviation from or enhancement to the above Scope of Work and indicate the cost to the County connected with said deviation or enhancement, if any.

COST

1. The Vendor shall provide a specific itemization of rates, including all applicable charges, for the services to be provided. All financial aspects must be specific and fully addressed.

SECTION 5

PROPOSAL FORM

PROPOSAL FORM

RFP FOR DIGITALIZATION AND DISSEMINATION OF DOCUMENTS

Important note to Bidders: It is essential that the submitted proposal complies with all of the requirements contained in the RFP. The undersigned bidder agrees, if this proposal is accepted, to enter into an agreement with the County on the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods or products, hereafter referred to as WORK, as specified or indicated in the contract documents.

This Proposal is submitted to: Lycoming County Controller's Office
Lycoming County Executive Plaza Building
330 Pine Street, 2nd Floor
Williamsport, PA 17701

This Proposal is submitted on _____, 20____.

This Proposal is valid for 120 days from the date of the public opening of the proposals.

This Proposal is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this proposal are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the RFP and this proposal, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Proposal, Bidder represents that they have received and examined the following RFP Addendums:

| Addendum No | Date |
|-------------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Checklist - Attachments to Proposal Form

The following documents are attached to and made a part of this Proposal (check all that apply):

- Non-collusion Affidavit
- Price Schedule
- Scope of Work
- General Information Qualifications/Experience
- Exception Form

Delivery Schedule

The Contractor shall scan, load and link documents on the date of commencement as defined above and achieve substantial completion on or before July 31, 2012. Hosting services shall be on-going on a yearly basis, until terminated by either party upon ninety (90) days written notice.

Proposal Pricing

Unless items are specifically excluded in the Proposal, the County shall deem the Proposal to be complete and shall not be charged any costs above and beyond the Proposal amount as set forth by Bidder herein.

Bidder shall complete Price Schedule for the purpose of calculating the bid bond, the total to include unit prices for each item proposal.

| | |
|-----------------------------|----------|
| Total Proposal Price | \$ _____ |
|-----------------------------|----------|

Prices as stated herein shall remain firm throughout the life of the contract.

Authorized Signature of Bidder

The bid form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

- Sole Proprietorship
- Partnership
- Corporation
- Joint Venture

Bidder attests that:

(1) He/she have thoroughly reviewed the County’s Request for Proposal for Digitalization and Dissemination of Documents and that this Proposal is submitted in accordance with the RFP requirements; and (2) He/she are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Proposal for all contingencies.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY’S NAME (printed)

SIGNATORY’S TITLE (printed)

WITNESS’S SIGNATURE (**see note below)

WITNESS’S NAME (printed)

WITNESS’S TITLE (printed)

****For Corporations: The proposal must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President’s or Vice President’s signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this proposal. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the proposal.**

PROPOSAL PRICE SCHEDULE

FOR DIGITALIZATION AND DISSEMINATION OF DOCUMENTS

- | | |
|--|--------------|
| 1 Scan, load and link record, deed and mortgage Books into the County's existing ACS LandMarc system as per the Scope of Work within the required timeframe. | \$ _____ |
| 2. Upload to and hosting of documents on an internet website as per the Scope of Work. | \$ _____ |
| 3. Electronic Access Fee (per copy) | \$ _____ |
| Total proposal price for the above named project, as per these specifications: | \$ _____ |
-

Proposal Price (Written Out)

When submitting a proposal, place the bid form sheet as the top page of the proposal package and the proposal price schedule as the second page of the proposal package.

The Commissioners reserve the right to accept or reject any or all proposals, or to accept any part of a proposal without accepting the whole thereof, or to accept such proposal as they deem to be in the best interest of the County.

The undersigned, as bidder, hereby declares that the total project costs as indicated above, includes all necessary materials, equipment, apparatus, means of transportation and labor necessary to complete this project in full according to the scope of work contained in the RFP. Products and services not specifically mentioned, but are necessary to provide the functional capabilities shall be listed and included as part of the cost elements.

The undersigned further understands and agrees that if the County accepts the proposal, no additional funds will be allowed beyond the stated total project costs.

Agency Name: _____

Address: _____

Point of Contact: _____ Phone Number: _____

Fax Number: _____ Email address: _____

Name of person submitting proposal: _____

Signature: _____

Date: _____

SECTION 6

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. § 4501, et seq, government agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately in behalf of each party.

The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal _____

State of _____

County of _____

I state that I am _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, and employees are not currently under investigation by any governmental agency and have not, in the last four years, been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding in any public contract, except as follows:

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County of Lycoming in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lycoming of the true facts relating to the submission of bids for this contract.

A statement in this affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of lack of responsibility.

Name: _____

Signature: _____

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20 ____

Notary Public

My Commission Expires: _____

SECTION 7

GENERAL INFORMATION QUALIFICATIONS/EXPERIENCE

GENERAL INFORMATION – QUALIFICATIONS/EXPERIENCE

NOTE: All Owners, Principal Officers and Employees of Contractor's associated with this contract would be subject to background checks and drug and alcohol testing if requested by the County.

LYCOMING COUNTY reserves the right to disqualify any bidder based upon inadequate qualifications.

SUBMITTED TO: _____

BY: _____

| | |
|--------------------------|----------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Co-Partnership |
| <input type="checkbox"/> | An Individual |

PRINCIPAL OFFICE: _____

1. How many years has your company been in business under your present business name? _____
2. General scope of work performed by your Company, (i.e., general contracting, specialty in any particular trade).
3. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include the name, address and phone number of each party.

| NAME | ADDRESS | START | COMPLETE | AMOUNT |
|------|---------|-------|----------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

4. Has your company yever failed to complete any work awarded to you? Yes No
If so, where and why:

5. Has your company ever defaulted on a contract? Yes No

If so, where and why:

6. List name, address, background and experience of the principal members of your organization, including the officers (if needed, use additional sheets).

| NAME | ADDRESS | BACKGROUND EXPERIENCE |
|------|---------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

7. For what counties have you performed work and to whom do you refer? _____

10. For what cities have you performed work and to whom do you refer?

11. Have you ever performed any work for the Government? Yes No

Dated at _____ this _____ day of _____ 2012.

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the County of Lycoming, Pennsylvania in verification of the recitals comprising this day of _____, 20____.

Name of Company _____

By _____

Title _____

STATE OF _____
 COUNTY OF _____ SS: {

_____ being duly sworn deposes and says that he is
_____ of _____
(Name of Company)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this
_____ day of _____ 2012

Notary Public

My commission expires: _____

SECTION 8

EXCEPTION FORM

