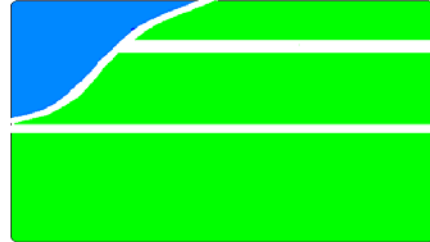




Resource Management Services



ATTENTION BIDDERS

**COUNTY OF LYCOMING
BIDDING DOCUMENTS
FOR**

AGGREGATE PRODUCTS

**FOR
LYCOMING COUNTY
RESOURCE MANAGEMENT SERVICES**

When bidders are either downloading a bid request from Lycoming County Resource Management Services' web site (www.lcrms.com) / Business Information / Request for Bids or receive a current copy from areas other than Lycoming County Resource Management Services' landfill site, bidders are required to contact Lycoming County Resource Management Services 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 bid package.

Failure to receive all current information could result in your company submitting an inaccurate bid, which may be disqualified by the County of Lycoming. When submitting a bid, place the bid form sheet as the top page of the bid package.

**447 ALEXANDER DRIVE
MONTGOMERY, PA 17752
800-326-9571
570-547-6534 - FAX**

This bid request package contains the following documents:

1. Notice to Bidders.
2. Instruction to Bidders.
3. Terms and Conditions.
4. Aggregate Products Specifications.
5. Bid Form.
6. Non-Collusion Affidavit.

Legal Ad
Sun Gazette

To be run: February 10, and February 14, 2012

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for Aggregate Products for the Lycoming County Resource Management Services in accordance with the specifications on file with the Chief Clerk, Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA 17701 or Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, Pa. 17752.

Bids will be received by the Controller of the County of Lycoming at her office, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 until 5:00 P.M., prevailing time on the 24th day of February 2012. Bids will be opened at 10:00 a.m. on the 28th day of February 2012, in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked **“Aggregate Products.”** All bids shall remain firm price until December 31, 2012, after the date of award. The County of Lycoming will purchase these bid items listed in the bidding document **ON AN AS NEEDED BASIS.**

All questions pertaining to this request for bids shall be directed to Mr. Daniel N. Dorman, Manager of Support Services, Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, PA 17752 either at (800) 326-9571 or by E-mail at: ddorma@lcrms.com.

The County reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid that they deem to be in the best interest of the County.

COMMISSIONERS OF THE COUNTY OF LYCOMING

Jeff C. Wheeland, Chairman
Ernest P. Larson, Vice Chairman
Tony R. Mussare, Secretary

Attest:

Ann M. Gehret, Chief Clerk

INSTRUCTIONS TO BIDDERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

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

1. Bid Deposit –NOT APPLICABLE

Bidders must furnish acceptable security as specified in these instructions.

2. Parties to Contract

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

3. Definitions

- (A) “Solicitation” refers to and includes the Invitation for Bids, the Instructions to Bidders, The Schedule, The Terms and Conditions, other Bid Documents and all attachments, etc., issued with the Invitation for Bids, together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to bid opening.
- (B) “Contract Documents” consist of the Agreement between the County and the Contractor (hereinafter the Agreement), 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 Bid Form and in the Form of Agreement, and Modifications issued after execution of the Contract.
- (C) “Contract” refers to the contract documents, which form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Solicitation and bid documents. The Contract may be amended or modified only by a written Modification.
- (D) A Modification if (1) a written amendment to the Contract signed by the County and Contractor, (2) a supplement, (3) a written interpretation issued by the County, (4) 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.

Submission of Bids

- (A) All bids must be submitted, on the required bid form; must be signed by the respective bidder; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required documentation, bid security, and Non-Collusion Affidavit, completed price schedules, and responses detailed in the Instruction to Bidders to the Lycoming County Controller, at her office at Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 to arrive no later than 5:00 P.M., February 24, 2012. Late bids will not be accepted. Place “**Aggregate Products**” on the outside of the sealed envelope presented to the Controller.
- (B) Bids must be submitted in accordance with this Request for Bids.
- (C) Any and all documents required by this Request for Bids and/or contract 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, using the form attached, must be completed and submitted with the bid. Bids and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, will be rejected at the time of bid opening.

5. Examination of Bid Documentation:

- (A) Bidders shall CAREFULLY EXAMINE all documents in the solicitation and/or visit the each County site listed 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 request be considered for conditions which could have been determined by examining the solicitation.
- (B) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents, including the specifications, and all requirements thereof. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid 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 by raising a question regarding requirements prior to submitting a bid.
- (C) The Bid Documents, Terms and Conditions, and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to Daniel N. Dorman, P.O. Box 187, Montgomery, PA 17752 or by E-mail at ddorman@lcrms.com. Replies will be issued to all bidders of record as Addenda to the Solicitation and will become a part of the Contract.

5. Examination of Bid Documentation Continued

The County WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect. Questions received less than 7 working days before the bid opening will not be answered.

6. Bid Security –NOT APPLICABLE

- (A) A security deposit (Bid Bond, Cashier’s Check, or Certified Check) in the amount of NOT **APPLICABLE** is required. Said security must be payable to the “County of Lycoming” and must be enclosed with the bid. The security deposit shall guarantee that the bidder will fully and faithfully comply with all of the terms and conditions of the bid, and will enter into a formal written contract in the form provided and furnish a bond and insurance certificate, if required, using the form provided in accordance with the terms of the contract documents.
- (B) Bid Bonds must be issued by a surety company authorized to do business in the Commonwealth of Pennsylvania. A Certified Check or Cashier’s Check must be drawn upon a bank authorized to do business in the Commonwealth of Pennsylvania.
- (C) The County reserves the right to retain bid securities until the lowest responsible bidder enters into a contract and provides required bonds and insurance or, for a period of 120 days, in accordance with applicable law, including 62 PA.C.S.A. Section 3911.
- (D) In the event the successful bidder fails or refuses to execute a written formal contract and to provide a performance bond and insurance certificate as required within 10 days after contract award, his security deposit may be declared forfeited as liquidated damages, the letter of acceptance of his bid shall be voided, and all obligations of the County in connection herewith will be canceled.

7. Preparation of Bids and Proposals

- (A) Bids shall be made on bid forms provided by the County. Fill in ALL blanks and submit SIGNED COPIES. Each bidder shall furnish all information required by the contract documents. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the bid proposal must initial erasures or other changes. Bids or proposals signed by an agent shall be accompanied by evidence of that agent’s authority.

7. Preparation of Bids and Proposals Continued

- (B) Bids by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Bids by partnerships must include the typed names and business address of all partners and the trade name. The bid must be signed by at least one general partner, whose signature must be witnessed. Bids by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.
- (C) For each item offered, bidders shall (1) show the unit price, and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (D) Bids for supplies or services other than those specified will not be considered.
- (E) Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Lycoming County Board of Commissioners accepts, by Resolution, the bid/or proposal of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful bidder after contract award.
- (F) Time, if stated as a number of days, will be calendar days including Saturdays, Sundays and holidays. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day.
- (G) **Please place the "Bid Form" sheet as the top sheet of the bid package in the sealed envelope.**

8. Modification of Bids

- (A) Bids may not be modified after submittal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- (B) No bid or proposal may be withdrawn or modified later than the specified date and time for bid opening except as provided by applicable law.

9. Non-Collusion Affidavit (See Attached Sheet)

- (A) The County requires that a Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 PA.C.S.A. Section 4501.
- (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 bid.
- (C) 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.
- (D) If a bid is submitted by a joint venture, each party to the venture must be identified in the bid 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 bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any form of bid 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 bid.

10. Basis of Bid

- (A) The bidder must include any Alternates and Unit Cost Items as may be shown on the Bid Form; failure to comply will be cause for rejection for the bid.

10. Basis of Bid Continued

- (B) Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind of the Bid Form shall be cause for rejection of the bid.
- (C) No assignment of bids will be considered.
- (D) The County of Lycoming is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the bid proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the County. It will be the contractor's responsibility to provide the County with the necessary tax exemption forms. This provision shall not apply to construction, repair and/or maintenance contracts where under the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the cost thereof in computation of his/her bid or proposal.
- (E) The County will not consider offers of discount for prompt payment in its determination of the lowest bid, but reserves the right to apply any such discount offered by the successful bidder.

11. Delivery

- (A) Unless specified otherwise deliveries will be F.O.B. Destination. All bid prices must include freight and any additional fuel surcharge cost.
- (B) The Schedule will identify the County's required delivery date, time, quantities, and location.

12. Quantities

- (A) Unless specified otherwise in the Schedule, all quantities of product will be purchased by the County ON AN AS NEEDED BASIS.
- (B) When the quantity is identified as "approximate", "estimated" or "more or less" it shall be understood and agreed that quantities listed in the Schedule are estimates only and may be increased or decreased in accordance with the terms and conditions of the contract and that the County in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as it subsequently orders.

13. Equivalency Items

- (A) Where a manufacture's brand name and/or model number is used it is intended only to indicate that said brand name and/or model number is the minimum standard required by the County. Bidders desiring to bid on items other than those indicated, shall state the brand name and/or model number upon which their bid is based.

13. Equivalency Items Continued

- (B) It shall be the bidder's responsibility to prove to the County that said items are equal to or exceed the items listed as the County's requirement. Specification documents, descriptive literature, etc., shall accompany the bid or proposal and become a part thereof for evaluation. The County reserves the right to request samples of items and/or require a demonstration of same of appropriate (see clause #14, Samples).
- (C) Bids shall be based on the products or manufacturers specified or an approved equal. NO APPROVAL will be given the bidder prior to the bid date for substitution of products or manufacturers specified. The County shall consider the use of substitutions only after award of the contract to the successful bidder in accordance with the applicable provision(s) of the contract.

14. Samples

- (A) When samples are required to be supplied, they must be supplied within three days of bid opening, unless otherwise requested by the County or otherwise required by the bid documents. The County also has the right not to return any samples required by the bid.
- (B) The County reserves the right to: request additional samples of the product; or, to conduct in-house testing of the product; or, to perform other tests of the product, including destructive tests that would indicate its performance with actual County work and conditions, as necessary, to completely evaluate the supplies and make a determination as to their equivalency.

15. Qualification of Bidders

If requested all Bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed within three days of bid opening. The bidder may be required to complete an Experience Questionnaire and/or a Financial Statement or similar document prior to contract award, which includes, as a minimum, financial statements (if any), references, and a listing of any and all fictitious names used by the bidder.

16. Evaluation of Bids for Multiple Awards

The County reserves the right to award a single contract for the total requirement or award multiple contracts on a group or line basis to the lowest responsible bidder(s) meeting all terms, conditions, and specifications of the bid documents. The determining factor will be the lowest aggregate cost to the County including the administrative costs associated with multiple awards.

16. Evaluation of Bids for Multiple Awards Continued

It is assumed, for the purpose of determining the lowest aggregate cost that \$250.00 would be the administrative cost of issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combination of items that result in the lowest aggregate cost to the County, including the assumed administrative costs.

17. Bid Opening

The following bid opening procedures will be followed

The time for receiving bids will be declared closed at the advertised time. Bids will be opened and initially reviewed in the following manner:

- (A) The County Controller, or his/her designated representative will read aloud the name and address of the bidder(s) and the bid amount(s).
- (B) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security (bond, certified check or cashier's check), 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 bid opening in which to provide such information to the County.
- (C) The County has the right to waive any and all informalities.

18. Acceptance, Rejection, or Disqualification of Bids

- (A) The County will award contract(s) to the lowest responsible bidder(s), including full consideration of any alternates which may appear on the Bid Form, meeting all terms, conditions, and specifications, whose bid(s) is/are considered to be the most economical and in the County's best interests. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof.
- (B) A bid which is incomplete, obscure, conditional, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.
- (C) The County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

19. Execution of Contract

- (A) The successful bidder must execute a written contract with the county in the form set forth in the solicitation immediately after award of the contract. If the successful bidder fails or refuses to execute the formal contract within 10 days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the county as liquidated damages, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the contractor shall be prepared, upon written Notice of Bid Award, to commence work or supply goods, materials or equipment on the date of execution of contract.

TERMS AND CONDITIONS

1. Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (A) the Schedule (excluding the specifications); (B) representations and other instructions; (C) contract clauses; (D) other documents, exhibits, and attachments; and (E) the specifications.

2. Ordering

The following is applicable to solicitations and contracts for definite-quantity contracts, indefinite-quantity contracts, and requirements contracts.

- (A) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals or activities designated in the Schedule. Such orders may be issued from Lycoming County Resource Management Services. Ordering of products by the County will be done ON AN AS NEED BASIS.
- (B) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (C) If mailed, a delivery order is considered "Issued" when the County deposits the order in the mail. Orders may be issued orally or by written telecommunications.
- (C) **Emergency Orders.** In an emergency situation in which the County requires delivery in less than 2 days, and the contractor cannot provide the supplies within the emergency delivery period, the County has the option to purchase those products or supplies from another source with no penalty to either party.

3. Requirements (Ordered as Needed)

- (A) This is a requirements contract for the supplies, services or equipment specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.

Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

3. Requirements (Ordered as Needed) Continued

- (B) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in the contract, the contractor shall furnish to the County all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering Clause. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations. All County Departments would be eligible to use the purchase contract upon award.
- (C) Except as this contract otherwise provides, the County shall order from the contractor all supplies or services specified in the Schedule that are required to be purchased by the County activities specified in the Schedule.
- (D) The County is not required to purchase from the contractor requirements in excess of any limit on total order under this contract.
- (E) If the County urgently requires delivery of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the County may acquire the urgently required goods or services from another source.
- (F) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries after this contract and/or any extension has expired.

4. Contractor Obey Laws

Contractor shall obey all Federal, State, and local laws, ordinances and regulations in any way pertaining to the requirements of these specifications, and shall obtain any and all permits, etc., which may be necessary.

5. Insurance

- (A) The contractor or vendor shall carry insurance for contractor's liability, auto and truck, Worker's Compensation, Owner's Protective Liability, and Fire with extended coverage and Builder's Risk Insurance. If requested, contractor or vendor must submit written proof of insurance coverage.

Worker's Compensation	Statutory
Employer's Liability	Statutory
Automobile Liability	\$1,000,000 combined single limit
Comprehensive General Liability with following minimum coverage:	
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense (any one person)	\$ 5,000

- (B) The requirements of this clause are applicable to any and all subcontracts and subcontractors performing work under this contract. The contractor or vendor shall not subcontract, transfer, or sublet any portion of this work covered by these specifications without written consent of the County.

6. Payments

Unless otherwise specified in the specifications as to method of payments to the contractor, payments shall be made to the contractor within 30 days of receipt of invoice, after inspection and acceptance of the material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoices for such part shall be made upon delivery, and payment made within 30 days under conditions above.

7. Discounts for Prompt Payment

- (A) Discounts for prompt payment will not be considered in the evaluation of offer. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (B) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or the date of delivery if acceptance is at destination, or (2) the date a proper invoice or

7. Discounts for Prompt Payment Continued

voucher is received in the County Office designated in the order, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check.

8. Materials and Products

- (A) Supplies, products, equipment and/or materials to be furnished shall be new, first-class, and shall meet with the approval of the Commissioners, or their designated representative.
- (B) All supplies, products, equipment and/or materials shall conform to the requirements of the Contract and the Technical Specifications.
- (C) The County has the right to inspect and test all supplies, products, materials, and/or equipment called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.
- (D) If any of the supplies, products, materials, and/or equipment does not conform with Contract requirements, the County may reject any or all of the nonconforming items and require the Contractor to deliver items in conformity with the Contract requirements, at no increase in contract amount.
- (E) If the Contractor fails, within a reasonable time of notification of rejection, to provide conforming items and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) reduce the Contract price to reflect the reduced value of the nonconforming items, (2) by Contract or otherwise, procure items similar to those called for under the terms of the Contract and charge the contractor any cost incurred by the County that is directly related to the procurement of such conforming items, including re-procurement costs, or (3) terminate the Contract for default.
- (F) Any nonconforming supplies, materials, and/or equipment shall be removed by the Contractor immediately upon request by the County and at no expense to the County. If the Contractor fails to remove non-conforming items promptly the County may take appropriate action, as determined by the County to have the items removed, at the Contractor's expense.

.9. 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 their duly appointed agent, and the price fixed and agreed upon before such work is performed.

10. ADDENDA RECEIVED CONCERNING CURRENT BID PACKAGE:

If applicable, bidders are required to list all addenda received from Lycoming County Resource Management Services concerning current bid package on Bid Form. This action is mandatory, to ensure that each vendor has received all said material and that their company submits a complete and accurate bid.

11. ADDITIONS OR DEDUCTIONS OF MATERIALS OR EQUIPMENT IN BID PACKAGE

- (A) THE COUNTY SHALL HAVE THE RIGHT, WITHOUT INVALIDATING THE PURCHASE CONTRACT, TO MAKE ADDITIONS TO OR DEDUCTIONS FROM THE PARTS, MATERIALS, SUPPLIES PRODUCTS AND EQUIPMENT LISTING COVERED BY THESE SPECIFICATIONS. THE QUANTITIES OF SAID ITEMS ARE ESTIMATED AND USED FOR COMPARISON PURPOSES AND THE ACTUAL QUANTITIES MIGHT BE MORE OR LESS THAN THE NUMBER STATED. ADDITIONS OR DEDUCTIONS WILL BE IN ACCORDANCE WITH THE UNIT PRICE QUOTED IN THE BID DOCUMENTS. ALL ADDITIONS OR DEDUCTIONS WILL BE IMPLEMENTED THROUGH A WRITTEN CHANGE ORDER SIGNED BY BOTH PARTIES. THIS ACTION WOULD ALSO APPLY TO ALL OTHER COUNTY DEPARTMENTS AND FACILITIES AS REQUIRED BY THE COUNTY. EACH DEPARTMENT AND/OR FACILITY WOULD HAVE THEIR OWN CONTACT PERSON AND DELIVERY SCHEDULE.
- (B) WHEN THE COUNTY WOULD REQUIRE ADDITIONAL OR EXTRA PARTS, MATERIALS, SUPPLIES, PRODUCTS OR EQUIPMENT THAT ARE NOT LISTED AS PART OF THE BID PACKAGE AND WITHOUT INVALIDATING THE PURCHASE CONTRACT, THE VENDOR(S) WOULD BE REQUIRED TO FURNISH AND DELIVER THE NEW ABOVE-MENTIONED ITEMS TO THE COUNTY, AT THE VENDOR'S STANDARD RETAIL PRICE OF SAID ITEMS. THIS SITUATION WOULD BE IN EFFECT UNTIL DECEMBER 31, 2012. THIS ACTION WOULD ALSO APPLY TO ALL OTHER COUNTY DEPARTMENTS AND FACILITIES AS REQUIRED BY THE COUNTY. EACH DEPARTMENT AND/OR FACILITY WOULD HAVE THEIR OWN CONTACT PERSON AND DELIVERY SCHEDULE.

12. Liquidated Damage

- (A) If the Contractor fails to deliver the supplies or perform the services within the time specified in the contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of NA.
- (B) Alternately, if delivery of performance is so delayed, the County may terminate this contract in whole or in part. In that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar supplies or services.
- (C) 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.

13. Patented Items

The Contractor agrees to save the County, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, articles or appliances furnished or used in the performance of the contract for which the Contractor is not the patentee, assignee or licensee.

14. Permits

Should any permits be required by any governmental agency or authority for the work, project or service called for in the specification - said permit fees shall be obtained and paid for by the Contractor.

15. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

15. Equal Employment Opportunity Continued

In the event of the Contractor's noncompliance with the nondiscrimination clause of the Contract or with any of such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further purchase orders or contracts with the County.

16. Warranty of Materials or Supplies

Notwithstanding inspection and acceptance by the County of supplies and/or materials furnished under this Contract concerning the conclusiveness thereof, the Contractor warrants all supplies and/or materials furnished: 1. Are of a quality to pass without objection in the trade under the Contract description. 2. Are fit for the ordinary purposes for which the supplies/or materials are used. 3. Are within the variations permitted by the Contract, and are of an even kind, quality, and quantity within each unit and among all units. 4. Conform to the promises or affirmations of fact made on the container or in any commercial literature provided by the Contractor as descriptive of the supplies or materials provided under this Contract.

The Contractor will be given written notice of any breach of warranties under this Contract within 14 days after discovery of the defect during the term of the warranty. Within 7 days of notice, the Contractor may either replace any supplies or materials, or part thereof, that do not conform with the requirements of this contract or the Contractor may reimburse the County an amount equitable under the circumstances and agreeable to the Commissioners. When return, correction or replacement is required, all transportation charges and responsibility for the supplies or materials while in transit shall be borne by the contractor.

Any supplies, materials, or part thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as the supplies and/or materials initially delivered. The warranty will be equal in duration to that listed above and shall run from the date of delivery of the corrected or replaced supplies or materials. The rights and remedies of the County provided in this clause are in addition to and do not limit any rights afforded to the County by any other clause of this Contract or applicable commercial warranty offered by the Contractor, the original manufacturer, or any third party.

17. Rights in Data

1. Except as otherwise provided in this Contract, the Contractor grants to the County, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform and display publicly, by and on behalf of the County, for all material or subject matter called for under this Contract, or for which this clause is specifically made applicable.

17. Rights in Data Continued

2. The Contractor shall indemnify the County and its officers, agents, and employees acting for the County against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Contract; or, (2) any libelous or other unlawful matter contained in such data. The provisions of this Paragraph do not apply unless the County provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the County and incorporated in data to which this clause applies.

18. Default

1. The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 1. Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
 2. Make progress, so as to endanger performance of this Contract; or
 3. Perform any of the other provisions of this Contract.
2. The County's right to terminate this Contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice to cure from the County specifying the failure.
3. If the County terminates this Contract in whole or in part, it may acquire, correct, or replace with services or supplies similar to those terminated, by contract or otherwise, and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the contract price.
4. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. Termination

The County, by written notice, may terminate all rental agreements, in whole or in part, when it is in the County interest. If the rental agreement is terminated, the County shall be liable only for payment provisions of this contract for supplies, services and/or equipment rendered before the effective date of termination.

20. Indemnification

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

21. The Process of Purchase Selection

In the event that the County of Lycoming would need to purchase any of the bid items listed in the bid specification, the selection of this item will be made by starting with the lowest purchase cost available from each vendor and working towards the highest purchase cost listed.

If the vendor with the lowest purchase cost can not supply the County with the the proper tonnage amount of aggregate products requested, the County will select aggregate products from the next higher purchase cost offered by other vendors. This selection process may also vary depending on what location with in the County of Lycoming that the construction project is located.

The County reserves the right to reject any or all bids as authorized by law and to award the purchase of aggregate products to other than the lowest bidder that they deem to be in the best interest of the County of Lycoming.

Also if any bid materials that are listed in the bid specifications are proven or deem to be inadequate by the County of Lycoming for construction purposes in a landfill environment, these bid items will be disqualified from purchase by the County.

22. Pricing

Pricing for each bid package must remain firm until December 31, 2012, after the date of award of the bidding documents.

23. Exceptions:

When the responding bid may differ from requirements as presented, each variation must be described and reference made to each paragraph to which the variation will apply on a separate sheet of paper to be included with the bid and attached to bid form. It is also mandatory for each vendor to list the total cost of each exception taken in reference to this bid specifications.

24. Submittal of Bidding Documents:

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

1. Bid Form
2. Non-Collusion Affidavit

AGGREGATE PRODUCTS SPECIFICATION:

A. GENERAL:

All specification for the Aggregate Products listed within this bidding document will be according to the Commonwealth of Pennsylvania, Department of Transportation Specifications listed within Publication 408, Section 625- Gabions and Section 700- Material, Sub-Section 703- Aggregate, within pages 703-1 through 703-13. Estimated Quantity aggregate tonnage will be determined by the overall number of County construction projects for each year.

GENERAL DESCRIPTION OF DELIVERY LOCATIONS AND TIME PERIOD FOR AGGREGATE PRODUCTS:

The Quarry Price requested is pricing of aggregate when the County would transport aggregate product from the vendors quarry sites. Delivered Prices are required to be base on a minimum of 20 tons per load and will only apply to the 2 primary locations. The following addresses are the 2 primary locations delivery sites:

Lycoming County Resource Management Services Landfill Site
477 Alexander Drive, Route 15
Montgomery, PA 17752

Lycoming County Resource Management Services Transfer Station Facility
1475 West Third Street
Williamsport, PA 17701

Other delivery locations within the County of Lycoming will vary depending on the overall construction project schedule by the County during each year. The County will request a written quote containing the aggregate product charges contain within the vendor's bid package and the additional delivery charges for the transportation of the Aggregate Products to the other construction sites, other than the two primary locations. These quotes would be needed to verify the delivery charges from the vendor's quarry site to the County's construction site. The quotes will be requested from the most cost effective and/or closest quarry to the County's other construction sites.

Delivery of the aggregate products will be, F.O.B Point of Delivery, in conformance with the Procurement Documents and will be requested ON AN AS NEEDED BASIS, from the effective date of the Procurement Agreement, which is from the date of award of the bidding documents and will run until December 31, 2012. All pricing will include any and all cost associated with the delivery of all the bid items, (such as fuel surcharges etc.)

If vendors have multiple aggregate quarry sites within the County of Lycoming, each bid package is required to list what sites would be covered under the pricing submitted in their bid package. The County reserves the right to accept or reject any or all loads of aggregate product due to inconsistencies concerning product quality as per the bid specifications or depending on the needs of each construction site.

BID FORM

**Bid for: Limestone or Shale Aggregate Products
And: River Gravel Aggregate Products**

The bid submitted to: **COMMISSIONERS OF THE COUNTY OF LYCOMING**, Lycoming County, Pennsylvania.

This bid is submitted by: _____
Name of Bidder

This bid is submitted on: _____
Date

1. The undersigned bidder agrees, if this bid is accepted, to enter into an agreement with the County in 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 for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instruction to Bidders, including without limitations those dealing with the disposition of bid security, if any. This bid will remain subject to acceptance for 60 days after bid opening. Bidder will sign and submit the agreement with the bonds and other documents required by the Contract Documents within 15 days after the date of the County’s Notice of Award.

3. In submitting this Bid, Bidder represents as more fully set forth in the agreement, that:

BID FORM

3.1 Bidder has examined copies of all the bidding documents and of the following addenda, receipt of which is hereby acknowledged:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

3.4 Bidder has given County written notice of all conflicts, errors, and ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the County is acceptable to Bidder and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the bid is submitted.

3.5 This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted pursuant to an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any

BID FORM

other bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought any collusion to obtain for itself any advantage over any other bidder or over the County.

4. Bidder will complete the Work for the prices contained in the Bid Price Schedule attached to this Bid Form.
5. The following documents are attached to and made a condition of this Bid Form:
 - 5.1 Notice to Bidders
 - 5.2 Instruction to Bidders
 - 5.3 Terms and Conditions
 - 5.4 Aggregate Products Specifications
 - 5.5 This Bid Form.
 - 5.6 Non-Collusion Affidavit
6. Communications concerning this bid shall be addressed to:

Name:	<u>Daniel N. Dorman, Support Manager</u>
Address:	<u>P.O. Box 187, 447 Alexander Drive</u> <u>Montgomery, PA 17752</u>
Phone:	<u>1-800-326-9571</u>
Fax:	<u>570-547-6534</u>
E-mail Address:	<u>ddorman@lcrms.com</u>

BID FORM
BID FOR: AGGREGATE PRODUCTS
PRICE SCHEDULE A: BASE PRICING FOR LIMESTONE OR SHALE AGGREGATE PRODUCTS:

<u>MATERIAL NAME:</u>	<u>AASHTO NUMBER</u>	<u>QUARRY PRICE PER TON</u>	<u>DELIVERED PRICE PER TON</u>
1. SCREENINGS:	#10	\$ _____	\$ _____
2. 2RC MODIFIED:		\$ _____	\$ _____
3. 2A SUBBASE:		\$ _____	\$ _____
4. ANTI-SKID: (GRADUATION SIZE-6S)		\$ _____	\$ _____
5. 1B STONE:	#8	\$ _____	\$ _____
6. 2B STONE: 100% <1-1/2", 90—100% <1", 25-60% <1/2", 0-10% <4, and 0-5% <#8.	#57	\$ _____	\$ _____
7. 3A STONE:	#3	\$ _____	\$ _____
8. #2 STONE:	#67	\$ _____	\$ _____
9. #4 STONE:	#1	\$ _____	\$ _____
10. GABION STONE: (SECTION 625- GABIONS, 7 INCH MAXIMUM)		\$ _____	\$ _____
11. STRUCTURAL BACKFILL (CLEAN DIRT)		\$ _____	\$ _____
12. QUARRY FILL: (DIRT AND LIMESTONE OR SHALE MIX)		\$ _____	\$ _____
13. MINIMUM LOAD CHARGE FOR LESS THAN 20 TON LOADS:			\$ _____ PER TON

PRICE SHEDULE B: BASE PRICING FOR RIVER GRAVEL AGGREGATE PRODUCTS:

<u>MATERIAL NAME:</u>	<u>AASHTO NUMBER</u>	<u>QUARRY PRICE PER TON</u>	<u>DELIVERED PRICE PER TON</u>
1. MASON SAND TYPE C:		\$ _____	\$ _____
2. CONCRETE SAND TYPE A:		\$ _____	\$ _____
3. SCREEN BEDDING SAND:		\$ _____	\$ _____
4. #7 GRAVEL:		\$ _____	\$ _____
5. ANTI-SKID: (GRADUATION SIZE-6S)		\$ _____	\$ _____
6. 3 INCH GRAVEL: 1 ½ INCH TO 3 INCH WITH 3 INCH MAXIMUM		\$ _____	\$ _____
7. 6 INCH GRAVEL: 3 INCH TO 6 INCH WITH 6 INCH MAXIMUM		\$ _____	\$ _____
8. #2 GRAVEL:	#67	\$ _____	\$ _____
9. 1B GRAVEL:	#8	\$ _____	\$ _____
10. 2B GRAVEL: 100% <1-1/2", 90—100% <1", 25-60% <1/2", 0-10% <4, and 0-5% <#8.		\$ _____	\$ _____
11. RIVER BOULDERS: (1 FOOT TO 2 FOOT 6 INCHES)		\$ _____	\$ _____
12. STRUCTURAL BACKFILL (CLEAN DIRT)		\$ _____	\$ _____
13. QUARRY FILL: (SAND AND DIRT MIX)		\$ _____	\$ _____
14. UNSCREENED TOPSOIL:		\$ _____	\$ _____

PRICE SCHEDULE B: BASE PRICING FOR RIVER GRAVEL AGGREGATE CONT'D:

15. MINIMUM LOAD CHARGE FOR LESS THAN 20 TON LOADS: \$ _____
PER TON

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

E-MAIL ADDRESS: _____

DATED BID WAS SUBMITTED BY VENDOR: _____

DATE BID WAS ACCEPTED BY COUNTY FOR REVIEW: _____

NAME AND TITLE: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- (A) 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., Section 4501, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (B) 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.
- (C) Bid rigging and other efforts to restrain competition, and the making of false sworn statement 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.
- (D) 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 on behalf of each party.
- (E) 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, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (F) Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT CONTINUED

I state that _____ understands and

(Name of Contractor)

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 proposal 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 proposals 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 a lack of responsibility.

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

Sworn to and subscribed before me

this ____ day of _____, 20 __.

Notary Public

My Commission Expires: