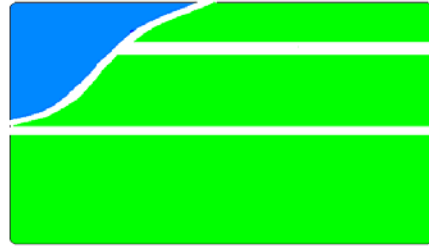




Resource Management Services



ATTENTION BIDDERS

COUNTY OF LYCOMING

**BIDDING DOCUMENTS
FOR**

LUBRICATION PRODUCTS

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 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. Lubrication Products Specifications.
5. Total Cost Bid Form.
6. Non-Collusion Affidavit.
7. This Agreement (Articles 1 to 7, inclusive).
8. Performance and Bid Bonds.
9. General Information - Qualifications/Experience.

Legal Ad
Sun Gazette

To be run: December 8, and 12, 2017

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for Lubrication Products for Lycoming County Resource Management Services Landfill Site, in accordance with the specifications on file with the Chief Clerk at Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA or Lycoming County Resource Management Services, 447 Alexander Drive, Route 15, Montgomery, PA.

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 5th day of January 2018. Bids will be opened at 10:00 a.m. on the 9th day of January 2018 in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked **"Bid for Lubrication Products"** and accompanied by a certified check or cashier's check drawn on a bank authorized to do business in the Commonwealth of Pennsylvania or a bid bond with Corporate Surety, in the amount of \$10,000.00 and made payable to or in favor of the County of Lycoming. All bids shall remain firm price for 60 days after the date of bid opening, and, upon the expiration of 120 days from the date of bid opening, the bid security shall be returned to unsuccessful bidders. A Performance Bond with sufficient surety in an amount not less than fifty percent (50%) of the projected total cost for the successful bid package shall also be required by the successful bidder upon execution of the contract. The County of Lycoming will purchase all bid items listed in the bidding document **ON AN AS NEEDED BASIS**. All questions pertaining to this request for bids shall be directed to Duane R. Laylon, LCRMS Purchasing Agent at Lycoming County Resource Management Services, P.O. Box 187, Montgomery, PA 17752 at (800) 326-9571 or by E-mail at duane.laylon@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. **All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.**

COMMISSIONERS OF THE COUNTY OF LYCOMING

R. Jack McKernan, Chairman
Tony R. Mussare, Vice Chairman
Richard Mirabito, Secretary

Attest:
Matthew A. McDermott, 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:

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.

4. 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 schedule, and responses detailed in the Instruction to Bidders to the Controller Office, at her office, Lycoming County Executive Plaza Suite 201, 330 Pine Street, Williamsport, PA 17701. Bids are to arrive no later than 5:00 P.M., **January 5, 2018**. Late bids will not be accepted. Place “Bid for “Lubrication 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:

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:

- (A) A security deposit (Bid Bond, Cashier's Check, or Certified Check) in the amount of \$10,000.00 is required. **Said security must be payable to the "County of Lycoming" and is required to be enclosed in a separate envelope, labeled "Bid Security" and submitted with the bid package. The bidder's name and business address is required to be labeled on the check and/or bond for identification purposes; which will help aid in the return of document.** 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.**

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.
- (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.

10. Basis of Bid Continued:

- (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.
- (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 will be ordered 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:

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 pursuant to the award on or before January 1, 2018.

20. Performance Bond (See attachment marked "Performance Bond"):

- (A) The successful bidder must furnish a Performance Bond, in the amount of 50% of the projected total cost for successful bid package, the condition of which shall be the full and complete execution and performance of each and all terms and conditions, the specifications, instructions, and other provisions of the contract document. The entire cost of the Performance Bond shall be paid for by the contractor. All bidders are hereby informed that failure to post a required Performance Bond within 10 days of Notice of Contract Award is cause for contract termination, in which case the contract award is voided and the contractor will forfeit its bid bond as liquidated damages.
- (B) Performance Bonds must be issued by a surety company authorized to do business in the Commonwealth of Pennsylvania, on the form attached.
- (C) This requirement applies to: requirements type contracts; contract(s) that extend beyond one year or may be extended under the terms of the contract for more than one year; or, are designated by the County as requiring a Performance Bond. The contractor will furnish a Performance Bond in the amount of 50% of the annual contract price for each one-year period or part thereof with the Performance Bond for the first year due as stipulated above. Performance Bonds for subsequent one-year periods will be provided to the County within 10 days of the contract's anniversary date, renewal date, or extension date.20.
- (D) Performance Bonds for subsequent one-year periods will be provided to the County within 10 days of the Contract anniversary date. The number of subsequent one-year Performance Bond extensions to this Contract will be for two Calendar year period(s).

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.
- (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.
- (D) **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 supplies from another source with no penalty to either party.

3. Requirements (Ordered as Needed):

- (A) This is a requirements contract for the supplies or services 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.
- (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 under this contract after December 31, 2018.

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 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.

5. Insurance Continued:

The Successful Contractor is required to submit written proof of insurance coverage naming the County of Lycoming as additional certificate holder within 10-days after the Notice of Award has been issued.

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 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 indicted 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 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 material 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 material 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 do 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. **All County Departments would be eligible to use the service contract upon award.**

10. Additions or Deductions:

The County shall have the right, without invalidating the purchase contract, to make additions to or deductions from the materials, supplies and/or equipment listing covered by these specifications. The quantities of said items are estimated and used for comparison purposes and the actual quantities might be greater 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. In the event that the County of Lycoming requires the above-mentioned situation for addition of said items. When the County would require additional products, parts, materials, supplies and/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 lubrication products, materials, and/or equipment to the County, at the vendor's current standard retail price of said items. This situation would be in effect for the life of the contract. 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.

11. Liquidated Damages:

- (A) 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, for each calendar day of delay the sum of \$500.00.
- (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.

12. 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.

13 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.

14. 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.

16. 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.

16. 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.

17. Option to Extend Performance Bond:

1. The County may, by written notice to the Contractor prior to the expiration of the contract, extend the term of the Contract for a period of not less than 30 days and not more than 90 days, provided that the County Purchasing Agent shall give the Contractor a preliminary written notice of its intent to extend at least 15 days before the Contract expires.
2. The extension shall be under the same terms and conditions hereof, inclusive of this option provision, and the rate(s) set forth in the Schedule shall apply to any extension made pursuant to this option provision.
3. The total duration of this Contract, including the exercise of any option(s) under this clause shall not exceed two years and 90 days.

18. Inspection of Services:

1. Definitions: The following terms, as used in this contract, mean:

“Services” include services performed, workmanship and material furnished or used in the performance of Services provided under the terms and conditions of the Contract.

“Acceptance” is the act of the County Commissioners, or their authorized representative, by which the County assumes for itself ownership of existing and identified supplies, or approves specific services furnished, as partial or complete performance of the Contract.

“Correction” is the elimination of a defect.

18. Inspection of Services Continued:

“Defect” is any condition or characteristic in any supplies or services furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

“Supplies” are the items furnished by the Contractor and related services required under the Contract inclusive of “computer software”, “programs” and “data”.

2. The Contractor shall provide and maintain an inspection system acceptable to the County covering the Services under the Contract. Complete records of all inspections performed by the Contractor shall be maintained and made available to the County upon request during the Contract performance period and for as long as the Contract requires.
3. The County has the right to inspect and test all Services called for by the Contract, to the extent practicable at all times and places during the term of this Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.
4. If any of the Services are determined to be defective or in any manner do not conform with Contract requirements, the County may reject the effective or non-conforming Services or supplies and require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Contract amount. When defects in Services cannot be corrected by further performance, the County may, in its sole and absolute discretion, accept the defective or nonconforming services or supplies and (1) require the Contractor to take all necessary action to ensure that future performance conforms to the Contract requirements and (2) reduce the Contract price to reflect the reduced value of the nonconforming Services performed.
5. If the Contractor fails to perform the Services again promptly and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) by Contract or otherwise, perform the Services and charge the Contractor any cost incurred by the County that is directly related to the performance of such Services, including reprocurement costs, or (2) terminate the Contract for default.
6. The County will be the sole interpreter of the requirements of the Contract and the sole judge of the performance thereunder by the Contractor.

19. Inspection by the Commissioners’ Representative:

1. Inspection of all Services may be made by the Commissioners, their duly appointed representative(s), 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).

19. Inspection by the Commissioners' Representative Continued:

2. The Contractor must notify the designated representative when all daily Services have been performed in conformity with the requirements of this Contract.
3. The designated representative will certify that the Contractor's services have been performed in conformity with the requirements of this Contract on an inspection report or daily inspection sheet. This inspection report or daily inspection sheet will be presented to the Contractor or his representative for signature. In the event that the Contractor or his representative are not present or refuse to sign the report, this will be noted on the inspection report or daily inspection sheet. Such reports will become a part of the Contract file.
4. This clause does not limit in any way the County's rights under clause 18 Inspection of Services.

20. Changes of Services:

1. 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.
2. 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, whether or not changed by the order, the County shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Contract if necessary.

21. Warranty of Services:

1. Notwithstanding inspection and acceptance by the County or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The County shall give written notice of any defect of non-conformance of the Contractor.

21. Warranty of Services Continued:

This notice shall state either (1) that the Contractor shall correct or re-perform the defective or nonconforming services, or (2) that the County does not require correction or re-performance.

2. If the Contractor is required to correct or re-perform, it shall be at no cost to the County, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the County may, by contract or otherwise, correct or replace with similar services and charge the Contractor the cost occasioned to the County thereby or make equitable adjustment in the contract price.
3. If the County does not require correction or re-performance, the County may make an equitable adjustment in the contract price.

22. 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.

23. Termination:

- A. The County, by written notice, may terminate this Contract, in whole or in part, with or without cause, when it is in the County's best interest to do so. If this Contract is terminated, the County shall be liable only for payment provisions of this contract for supplies or services rendered before the effective date of termination.
- B. Notwithstanding Paragraph A of this Section, the County may not terminate this Contract without cause during the first six (6) months of performance.

24. 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.

25. Term and Start of Contract:

The term shall run for 24 months from January 1, 2018 to December 31, 2019. This contract may be extended for a period of up to 10-years by mutual agreement of both parties.

26. Pricing:

- A. **Pricing, as bid, must remain firm for the life of the Contract. All extra cost pertaining to fuel surcharges are required to be included within the unit costs for each product requested.**
- B. **After six (6) months, the successful Bidder(s) may seek an equitable adjustment in pricing based on increasing costs of the products being delivered to the County. In the event the parties are not able to agree on an appropriate equitable adjustment, the successful Bidder(s) may terminate this Contract with thirty (30) days advance notice in writing.**

27. 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.

28. Submittal of Bidding Documents :

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

1. Bid Form
2. Non-Collusion Affidavit
3. Bid Bond
4. General Information - Qualifications/Experience
5. Product Conversion Sheet

The County will issue the original Form of Agreement(s), to the successful bidder(s) for processing after the contract(s) have been awarded by the County. The successful bidder(s) will have 10-days to process and return the Form of Agreement, Performance Bond and a Certificate of Insurance as described within these bidding documents.

29. Right to Know Law Statement:

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

30. Suppliers or Manufacturers Additional Terms and Conditions:

A bidder shall not include additional terms and conditions within his or her bid. The County reserves the right to reject additional terms and conditions submitted with a bid, and to accept the bid as if said terms and conditions were not included within the bid, at the sole discretion of the County. The County also reserves the right to disqualify any bid, in whole or in part, based on a bid including additional terms and conditions. In the event a contract is awarded to a bidder who included additional terms and conditions within his or her bid, the terms of the County bid package shall control where in conflict with terms submitted within the bid.

LUBRICATION PRODUCT SPECIFICATION

<u>PRODUCT</u>	<u>APPROXIMATE ANNUAL USAGE</u>
1. SAE 10/W30 Engine Oil for gasoline engines. API registered SM, SL, SJ, EC, CF,	50 Gal. / Per Cases 15 Gal. / Quarts Per Cases
2. SAE 10/W30 Engine Oil for 2007 diesel engines. API registered and CJ-4 rating.	50 Gal. / Per Cases 15 Gal. / Quarts Per Cases
3. Mobilfluid 424 Hydraulic Oil Product Number: 52233-4 or equivalent.	1,500 Gal. (Bulk) Test Oil / 55 Gal. Drum
4. SAE 5/W20 Engine Oil for gasoline engines, API registered SM, SL, SJ, EC, CF and CD ratings. Meeting material standard MS-6395	Test Oil / Quarts Per Cases Gallon Per Drum
5. SAE 30W Non-Detergent Oil API SB Service Rating	Test Oil / Quarts Per Cases `Gallon Per Cases
6. 5/W30 Engine Oil for gasoline engines. API registered SM, SL, SJ, EC, CF and CD rating. Meeting material standard MS-6395	150 Gal. /55 Gal. Drums 30 Gal. /Quarts Per Cases
7. SAE 30W Detergent Oil API SM/SL Service Rating	Test Oil / Quarts Per Cases `Gallon Per Cases
8. SAE 15W/40 Engine Oil for diesel engines having ratings CJ-4 thru CK-4 with extended drain capability. Required to have minimum TBN of 9.0 and permanent shear stability of no less than 10%.	500 Gal. /55 Gal. Drum 15 Gal. /Quarts Per Cases 30 Gal. /Gals Per Cases 1,500 Gal. /Bulk Tank
9. SAE 80/90W. Gear Oil, required to have the following APT ratings of GL-5, MT-1 and have thermal stability and thermal durability.	400 Gal. / 55 Gal. Drum
10. Transmission/Final Drive Oil – SAE 50. Required to meet Caterpillar TO-4 oil specifications. Required to contain 1200 PPM of zinc and 3,080 PPM of calcium in the additive package.	500 Gal. /Per Bulk Tank And 55 Gal. /Per Drum

LUBRICATION PRODUCT SPECIFICATION CONTINUED

- | | | |
|-----|---|---|
| 12. | Heavy-Duty Anti-Freeze with a low silicate formulation for diesel and gas engines with a part number of 8C3684 (Caterpillar) or equivalent, 50/50 Mix. | 100 Gal.
55 Gal. Drums |
| 13. | Extended Life Antifreeze with a low silicate formulation for heavy-duty diesel engines with a part number of 1012844 (Caterpillar) or equivalent, 50/50 Mix.. | 200 Gal.
55 Gal. Drums |
| 14. | Mobil Delvac Synthetic Automatic Transmission Fluid
Product Number: 0EW16C09ADA0120;
Or equivalent: | Test Oil 55 Gal. Drums |
| 16. | Mobil Automatic Transmission Fluid,
Product #5252388D or equivalent. | 500 Gal. /Per 55 Gal Drums
15 Gal. /Per Cases
15 Gal. /Quarts Per Cases |
| 17. | Exxon 30W Torque Fluid, Product #213859
Or equivalent. | 500 Gal.
Bulk Tank |
| 18. | Mobil SAE 75W-90 synthetic gear oil,
Product #98064P511006 or equivalent | 110 Gal.
55 Gal. Drums |
| 19. | Mobil 1 CM-S Grease
NLGI, Grade 2, ISO-320 or equivalent.
Summer Grade | 750 Lbs. /Per 120 Lb. Keg
And 400 Lb Drum
70 Lbs. /Per Tubes in Cases |
| 20. | Mobil 1 CM-W, Grease
NLGI, Grade 2, ISO-320 or equivalent.
Winter Grade | 750 Lbs. /Per 120 Lbs. Keg
400 Lbs Drum
70 Lbs. /Per Tubes in Cases |
| 21. | AW-46 Hydraulic Oil – this oil required to meet the following specifications:
Denison’s Severe Duty Axial Pump and Vane Pump Specification HF-O.
Also required to meet Vickers Specification I-286-S. or equivalent | 1,000 Gal.
55 Gal. Drums |

LUBRICATION PRODUCT SPECIFICATION CONTINUED

- | | | |
|-----|---|--|
| 22. | ISO 68 Hydraulic Oil – required to have a normal viscosity range of no greater than 1000 SSU (180cst) at 60 degrees F. / 15.5C and no less than 80 SSU (17cst) at 160F / 71C with anti-wear, oxidation and foam inhibitors. Or equivalent. | 10 Gal. /Per 5 Gal Pail
200 Gal /Per 55 Gal. Drums |
| 23. | SAE 40W Engine Oil – with API Service Class CC, MIL-1-2104B. | 10 Gal. /5 Gal. Pail
10 Gal. /Per Cases |
| 24. | Mobil DTE Oil – Medium, ISO VG 46; or equivalent. | 40 Gal. /5 Gal. Pail |
| 27. | Mobil DTE Oil – High, ISO VG 100; or equivalent. | 10 Gal. /5 Gal. Pail |
| 28. | Mobilith S.H.C. Series 220 X20E3 Grease or equivalent. | 70 Lbs. /Per Tubes in Cases |
| 29. | Mobil Polyrex EM Polyurea Grease, or equivalent | 70 Lbs. /Per Tubes in Cases |
| 30. | TranSynd Automatic Transmission Fluid, Castrol Product #27101CTPPL or equivalent. | 55Gal. /Per 55 Gal Drums |
| 31. | FPPF Customized Diesel Fuel Treatment: or equivalent. This fuel treatment is also required to be blended with FPPF Deluxe Total Power Winter Diesel Fuel Treatment or equivalent. The cloud point and pour point is required to be Suitable to minus 20 Degrees Fahrenheit. | Test Product/Per 55 Gal Drum |
| 32. | FPPF Killem or equivalent
This product is an oil soluble biocide additive For use in oils and refined fuels for the control Of microorganisms within storage tanks. | 24- 16 OZ Bottles/Per Case
2 Cases annually
5Gal /Per 5 Gal Pail |
| 33. | FPPF Lubricity Plus Fuel Power or equivalent: This product is an year round fuel treatment Additive for diesel fuel. | Test Product
12- 32OZ Bottles /Per Case
5 Gal Pail
55 Gal Drums |

LUBRICATION PRODUCT SPECIFICATION CONTINUED

- | | | |
|-----|---|--|
| 34. | FPPF Melt Down or equivalent:
This additive is used to dissolve Gelled Diesel Fuel: | 5 Cases/12- 32OZ Bottles/Per Case
2 Cases/4- 1Gal Bottles /Per Case |
| 35. | Blue Def Diesel Exhaust Fluid:
Or equivalent; Required to meet ISO 22241 Specifications; And be a API Certified Diesel Exhaust Fluid: | Test Product /Per 1 Gal. Container
Per 2.5 Gal. Container
Per 55 Gal. Drum
Per 275/330Gal. Container
Test Product Gal/Bulk |
| 36. | Unisol Liquid Red US-8 Oil Dye; or equivalent. | Test Product
Per Pint/Case
Per Quart/Case
Per Gallon/Case |
| 37. | Unisol Liquid Blue US-2 Oil Dye; or equivalent. | Test Product
Per Pint/Case
Per Quart/Case
Per Gallon/Case |
| 38. | Items 31 through 34 are manufactured by:
FPPF Chemical Company, Inc.
117 West Tupper Street
Buffalo, New York 14201
Phone Number (800) 735-3773 | |
| 39. | Item 35 is manufactured by;
Old World Industries, LLC.
40065 Commercial Avenue
Northbrook, Ill. 60062-1851
Phone Number: (877) 845-0333 | |
| 40. | Specification sheets are required to be submitted with all Lubrication Products offered in this bid package. | |
| 41. | Bulk Storage: Lycoming County Resource Management Services owns its own bulk Storage tanks, pump, etc. and this bid cycle is for Product only. | |

LUBRICATION PRODUCT SPECIFICATION CONTINUED

42. **A product conversion sheet is required to be submitted by each bidder, stating which product is equivalent to the products that are on the above Lubrication Product Specification Sheets. The Product Identification Number is required to be listed within this information for each item and the successful bidder is also required to list said number for each item when invoicing the County.**
43. The County reserves the right, without invalidating the purchase contract, to discontinue usage of any Lubrications Product, which does not meet the Equipment Manufacturers Warranties Specifications. This will be determined by direct evaluation of manufacturer, use of oil analysis and/or by tracking normal consumption during usage of product.
44. When the County requires Lubrication Products that are either listed within the bid documents or not listed and the vendor cannot supply them, the County will without invalidating the purchase contract, have the option to purchase these items from other vendors as needed.

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TOTAL COST BID FORM

Bid for: Lubrication Products

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

This bid is submitted by: _____
Name of Bidder

This bid is submitted on: _____
Date

i. 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:

TOTAL COST 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

TOTAL COST 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 Required bid security in the form of:

- 5.2 Notice to Bidders
- 5.3 Instruction to Bidders
- 5.4 Terms and Conditions
- 5.5 Lubrication Products Specifications
- 5.6 This Bid Form.
- 5.7 Non-Collusion Affidavit
- 5.8 Performance and Bid Bond
- 5.9 General Information Qualification/Experience

6. Communications concerning this bid shall be addressed to:

Name: Duane R. Laylon, LCRMS Purchasing Agent
Address: P.O. Box 187
Montgomery, PA 17752
Phone: 1-800-326-9571
Fax: 570-547-6534
E-mail Address: duane.laylon@lcrms.com

**TOTAL COST BID FORM
 BID FOR: LUBRICATION PRODUCTS**

<u>PRODUCT</u>	YEARLY UNIT PRICE	TOTAL YEARLY COST
1. SAE 10/W30 Engine Oil for gasoline engines:	\$____/Gal. Per Case \$____/Quart Per Case	_____ _____
2. SAE 10/W30 Engine Oil for 2007 diesel engines:	\$____/Gal. Per Case \$____/Quart Per Case	_____ _____
3. Mobilfluid 424 Hydraulic Oil:	\$____/Gal. Per Bulk Tank \$____/Gal. Per Drum Test Oil	_____
4. SAE 5/W20 Engine Oil gasoline engines	\$____/Quarts Per Case \$____/Gal. Per Drum	Test Oil
5. SAE 30W Non-Detergent Oil:	\$____/Quarts Per Case \$____/ Gal Per Case	Test Oil
6. SAE 5/W30 Engine Oil for gasoline engines:	\$____/Gal. Per Drum \$____/Quart Per Case	_____ _____
7. SAE 30W Detergent Oil:	\$____/Quarts Per Case \$____/ Gal Per Case	Test Oil
8. SAE 15W40 Engine Oil for diesel engines:	\$____/Gal. Per/55/Gal./Drum \$____/Quart Per Case \$____/Gal. Per Case <u>\$____/Gal. Per Bulk Tank</u>	_____ _____ _____ <u>_____</u>
9. SAE 80/90W.Gear Oil:	\$____/Gal. Per Drum	_____
10. Transmission/Final Drive Oil – SAE 50.	\$____/Gal. Per Bulk Tank \$____/Gal. Per Drum	_____ _____
12. Heavy Duty Anti-Freeze.	\$____/Gal. Per Drum	_____
13. Extended Life Anti-Freeze.	\$____/Gal. Per Drum	_____
14. Mobil Delvac Synthetic Automatic Transmission Fluid or equivalent:	\$____/Gal. Per Drum	Test Oil

TOTAL COST BID FORM CONTINUED

- | | | | |
|-----|--|---|-------------------------|
| 15. | Mobil Automatic Transmission Fluid
Or equivalent: | \$____/Gal. Per Drum _____
\$____/Gal. Per Case _____
\$____/Quart Per Case _____ | _____ |
| 17. | Exxon 30W Torque Fluid or equivalent: | \$____/Gal. Per Bulk Tank _____ | _____ |
| 18. | Mobil 75W-90 Synthetic Gear Oil or
Equivalent: | \$____/Gal. Per Drum _____ | _____ |
| 19. | Mobil 1 CM-S Grease or equivalent:
Summer Grade: | \$____/Lb. Per Keg _____
\$____/Lb. Per Drum _____
\$____/Lb. Per Tubes In Case _____ | _____

_____ |
| 20. | Mobil 1 CM-W Grease or equivalent
Winter Grade: | \$____/Lb. Per Keg _____
\$____/Lb. Per Drum _____
\$____/Lb. Per Tubes In Case _____ | _____

_____ |
| 21. | AW 46 Hydraulic Oil or equivalent: | \$_____/Gal. Per Drum _____ | _____ |
| 22. | ISO 68 Hydraulic Oil or equivalent: | \$_____/Gal Per 5 Gal Pail _____
\$_____/Gal. Per Drum _____ | _____
_____ |
| 23. | SAE 40W Engine Oil: | \$_____/Gal Per 5 Gal Pail _____
\$_____/Gal. Per Case _____ | _____
_____ |
| 24. | Mobil DTE Oil – Medium,
or equivalent: | \$_____/Gal Per 5 Gal Pail _____ | _____ |
| 27. | Mobil DTE Oil – High,
or equivalent: | \$_____/Gal Per 5 Gal Pail _____ | _____ |
| 28. | Mobilith S.H.C. Series 220 Grease
or equivalent: | \$____/Lb. Per Tubes In Case _____ | _____ |
| 29. | Mobil Polyrex EM Polyurea Grease
or equivalent: | \$____/Lb. Per Tubes In Case _____ | _____ |
| 30. | TranSynd Automatic Transmission Fluid
or equivalent | \$____/Gal. Per Drum _____ | _____ |
| 31. | FPPF Customized Diesel Fuel Treatment:
or equivalent. | \$____/Gal. Per Drum _____ | Test Product |
| 32. | FPPF Killem or equivalent: | \$____/Per Case _____
\$____/Gal Per 5 Gal Pail _____ | Test Product |

TOTAL COST BID FORM CONTINUED

33. FPPF Lubricity Plus Fuel Power: \$____/Per Case Test Product
Or equivalent \$____/Gal Per 5 Gal Pail
\$____/Gal Per 55 Gal Drum
34. FPPF Melt Down or equivalent: \$____/Per Case Test Product
\$ ____ /Gal Bottle /Per Case
35. Blue Def Diesel Exhaust Fluid: \$____/Per Gal. Container Test Product
Or equivalent; \$____/Per 2.5 Gal Container
\$____/Per 55 Gal. Drum
\$____/Per 275/330 Gal. Container
\$____/Gal. Per Bulk Tank
36. Unisol Liquid Red US-8 \$____/Per Pint/Case Test Product
Oil Dye; or equivalent. \$____/ Per Quart/Case
\$____/ Per Gallon/Case
37. Unisol Liquid Blue US-2 \$____/ Per Pint/Case Test Product
Oil Dye; or equivalent. \$____/ Per Quart/Case
\$____/ Per Gallon/Case
- Yearly Total Bid Amount: \$_____

SIGNATURE BLOCK

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

PHONE NUMBER: _____

CELL PHONE: _____

E-MAIL ADDRESS: _____

DATE 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

Bid/Contract/Proposal For: _____

State of _____:
: S.S.
County of _____:

I state that I am _____ of _____
(Title) (Name of Contractor)

and that I am authorized to make this Affidavit on behalf of my firm, and its owners, directors, and officers. I am the individual responsible in my firm for the price(s) and the amount of this proposal.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, proposer, or potential proposer.

(2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening and/or date of contract award.

(3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or persons to submit a complementary or other noncompetitive proposal.

(5) _____, its affiliates,
(Name of Contractor)
subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not 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 (3) years, except as follows:

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:

FORM OF AGREEMENT

THIS AGREEMENT is dated as of the ___th day of _____ 20__ is by and between the COUNTY OF LYCOMING (hereinafter called COUNTY) and _____. (hereinafter called CONTRACTOR).

COUNTY AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supplying Lubrication Products to Lycoming County Resource Management Services and other County Departments as required ON AN AS NEEDED BASIS.

Article 2. CONTRACT TIME

This contract shall be for a period of two year from January 1, 2018 to December 31, 2019. This contact may be extended for up to a 10-year period by mutual agreement of both parties.

Article 3. CONTRACT PRICE

County shall pay Contractor for completion of the Work in accordance with Contractor's Bid, which is attached hereto. County shall pay Contractor net 30 days from date of invoice unless other terms of payment are agreed upon.

Article 4. PAYMENT PROCEDURES

Requests for payment shall be made to Lycoming County Resource Management Services with appropriate supporting documents.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Paragraph 6) and the other related data identified in the Bidding Documents including "technical data".

- 5.2 Contractor 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.
- 5.3 Contractor 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.
- 5.4 Contractor is aware of the general nature of Work to be performed by County and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

Article 6. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between County and Contractor concerning the Work, consist of the following:

- 6.1 Notice to Bidders.
- 6.2 Instructions to Bidders.
- 6.3 Terms and Conditions.
- 6.4 Lubrication Products Specifications.
- 6.5 Bid Form.
- 6.6 Non-Collusion Affidavit.
- 6.7 This Agreement (Articles 1 to 7, inclusive).
- 6.8 Bid and Performance Bonds.
- 6.9 General Information - Qualifications/Experience

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by a written agreement between the parties.

Article 7. MISCELLANEOUS

- 7.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary, in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.2 County and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligation contained in the Contract Documents.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to County and Contractor.

This Agreement will be effective on January 1, 2018.

COUNTY OF LYCOMING

R. Jack McKernan, Chairman

ATTEST:

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairperson

Richard Mirabito, Secretary

If CONTRACTOR is:

An Individual:

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

Witness _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No. _____

Witness _____

A Limited Liability Company:

By _____ (SEAL)
(Firm Name)

(Authorized Member/Manager)

Business address: _____

Phone No: _____

Witness: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

Attest _____ (SEAL)
(Secretary)

Business address: _____

Date of Qualification to do business is: _____

Phone No. _____

A Joint Venture

By _____
(Name)

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above on forms attached to this Bid Form.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ of

as Principal and _____ of

the City of _____ State of _____ a corporation

existing under the laws of the State of _____ and authorized to transact business in

the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto LYCOMING

COUNTY, Lycoming County Pennsylvania, hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS, lawful money of the United States of America, for the payment of which

sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and

successors jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying hauling Bid dated _____, 20__, for Contract as defined in "Scope of Work", under Specifications of Contract Documents.

NOW THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of a contract to him by the Obligee, shall execute and deliver the Agreement, shall furnish to the obligee bonds with good and sufficient surety as may be required by the Contract Documents, and shall furnish to the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void; otherwise this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the Obligee

by reason of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish evidence of effectiveness of such insurance coverage, Provided, however, that:

(1) The obligation of the Surety shall not exceed the stated principal amount of this Bond;
and

(2) If the Obligee should not procure an executed contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions other than the price, as provided in the Contract Documents, within the period covered by the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other bidder to enter into an appropriate contract, or because of the cost under any higher proposal would be greater than the Obligee shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the Obligee the full amount of this Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by these instruments.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Corporation-Contractor

Secretary

President

WITNESS:

Partnership-Contractor

By: _____
Partner

Partner

Business Address

WITNESS:

Surety

ATTEST:

Secretary

Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____

hereinafter called "Principal" and _____

called the "Surety", are held and firmly bound in _____

of _____, hereinafter called "Owner", in the penal sum of _____
_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20 __, a copy of which is hereto attached and made a part hereof for these bidding documents:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20__.

Principal

Principal

(Principal) Secretary

By _____(s)

(Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

Surety

ATTEST:

By _____

Attorney-in-Fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address-Zip Code)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

GENERAL INFORMATION - QUALIFICATIONS/EXPERIENCE

(All Owners, Principal Officers and Employees of contractors associated with this contract would be subject to background checks and drug and alcohol testing if requested by the County.)

County reserves the right to disqualify any bidder based upon inadequate or inexperienced qualifications.

- 1. Name of Bidder: _____
- 2. Address: _____
- 3. Address of principal place of business if different from No. 2: _____

4. If bidder operates as an individual:

- (a) Name: _____
- (b) Age: _____
- (c) Trade name or fictitious name under which business is conducted:

(1) Is trade or fictitious name registered: _____

If so, where and when: _____

5. If bidder is a partnership, furnish the following information:

- (a) Date: _____ State and County _____
in which partnership was formed.
- (b) Name and business address of all present partners; including limited or silent partners in their respective interest.

<u>NAME</u>	<u>ADDRESS</u>	<u>INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. If bidder is a corporation, furnish the following information:

- (a) Date of Incorporation: _____
- (b) State of Incorporation: _____
- (c) Is Corporation registered to do business in PA: _____
- (d) If a PA Corporation, provide a good standing certificate.
- (e) County reserves the right to request the following:
 - (1) Copy of Articles of Incorporation and By-Laws.
 - (2) Name, business address and offices held by officers of company.
 - (3) Names and business addresses of directors.
 - (4) Names and business addresses of the principal stockholders and their holdings.

7. If requested by Lycoming County Resource Management Services, the bidder would be required to submit a copy of your most current financial statement.

8. Experience - list the three major vendors which your company has supplied lubrications products to over the past five (5) years.

VENDOR NAME	PHONE NUMBER & E-MAIL ADDRESS
_____	_____
_____	_____
_____	_____

If Individual:

If Partnership:

Name: _____

Partners:

If Limited Liability Company

Name: _____

Authorized Person: _____

If Corporation:

Name: _____

Others:

Name: _____

Authorized Person: _____

ATTEST:
