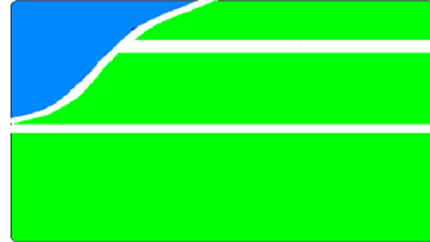




Resource Management Services



## **ATTENTION BIDDERS**

**COUNTY OF LYCOMING  
BIDDING DOCUMENTS  
FOR**

**RECYCLED MIXED GLASS PRODUCT**

**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](http://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. Bid Specifications.
5. Non-Collusion Affidavit
6. General Information - Qualifications/Experience

Legal Ad  
Sun Gazette

To be run: September 21, and 25, 2018

**NOTICE TO BIDDERS**

The County of Lycoming is requesting sealed bids for Recycled Mixed Glass Product 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 1<sup>st</sup> day of October 2018. Bids will be opened at 10:00 a.m. on the 2<sup>nd</sup> day of October 2018, in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked "**Bid Package for Recycled Mixed Glass Product**". All bids shall remain firm price from the date of award by the County of Lycoming until December 31, 2019.

All questions pertaining to this request for bids shall be directed to Mr. Duane R. Laylon, LCRMS Purchasing Agent, Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, PA 17752 at (800) 326-9571 or by E-mail (preferred) at [duane.laylon@lcrms.com](mailto: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 –NOT APPLICABLE

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., October 1, 2018. Late bids will not be accepted. Place “Bid Package for **Recycled Mixed Glass Product**” 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 Bids Documentations and the Onsite Service Locations:

- (A) Bidders shall CAREFULLY EXAMINE all documents in the solicitation and/or attend the Pre-Bid Conference to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents or if needed visit the LCRMS Landfill Site, 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
- (C) 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 visiting the landfill site or by raising a question regarding requirements prior to submitting a bid.

A site visit by each Bidder is recommended so that each Bidder’s bid package conforms according to the bid specification listed within the bid request. The onsite service locations within the Lycoming County Resource Management Services Landfill Site may be inspected only during the hours

5. Examination of Bids Documentations and the Onsite Service Locations:

of 8:30 a.m. to 2:30 p.m. Monday through Friday **BY APPOINTMENT ONLY**, at the LCRMS Landfill Site located at 447 Alexander Drive, Route 15 Highway, Montgomery, PA, 17752.

- (D) 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 Mr. Duane R. Laylon, either by E-mail at [duane.laylon@lcrms.com](mailto:duane.laylon@lcrms.com) (preferred) or by regular U.S. mail at P.O. Box 187, Montgomery, PA 17752. Replies will be issued to all bidders of record as Addenda to the Solicitation and will become a part of the Contract. 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**

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.
- (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.

7. Preparation of Bids and Proposals Continued

- (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.

9. Non-Collusion Affidavit (See Attached Sheet) Continued

- (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.
- (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 are definite.
- (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.
- (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

- (A) 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.
- (B) 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 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.

20. 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.**

## 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.

### 3. Definite Quantity

- (A) This is a definite-quantity, indefinite delivery contract for the supplies or services specified, and effective for the period stated in the Schedule.
- (B) The County shall order the quantity of supplies or services specified in the Schedule, and the contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering Clause and the schedule.
- (C) Except for any limitations on quantities in the Delivery-Order Limitations Clause or in the Schedule, there is no limit on the number of orders that may be issued. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (C) Any order issued during the effective period of this contract and not completed within that time 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

3. Definite Quantity Continued

shall not be required to make any deliveries under this contract after December 31, 2019.

- (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 or services within the emergency delivery period, the County has the option to purchase those supplies from another source with no penalty to either party.

4. 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.

- (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.

4. Requirements (Ordered as Needed) Continued

- (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.

5. 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.

6. 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. It is mandatory that each contractor and/or vendor submit written proof of insurance coverage. This document is also required to include the County of Lycoming, at 48 West Third Street, Williamsport, Pa 17701 as additional insured.

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.

7. 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.

8. 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 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.

9. 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. All County Departments would be eligible to use this sale contract upon award.
- (C) All supplies, products, equipment and/or materials shall conform to the requirements of the Contract and the Technical Specifications.
- (D) 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.
- (E) 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.

9. Materials and Products Continued

- (F) 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.
- (G) 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.

10. 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.

11. 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.

12. ADDITIONS OR DEDUCTIONS OF MATERIALS, SERVICES 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, SERVICES 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.



12. ADDITIONS OR DEDUCTIONS OF MATERIALS, SERVICES OR EQUIPMENT  
BID PACKAGE CONTINUED

(B) WHEN THE COUNTY WOULD REQUIRE ADDITIONAL OR EXTRA PARTS, MATERIALS, SUPPLIES, SERVICES 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 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.

13. 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 **\$250.00.**
- (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.

14. 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.

15. 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.

16. Warranty of Supplies or Services

Notwithstanding inspection and acceptance by the County of supplies, services 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, services 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, services, 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.
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.

17. Rights in Data Continued

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 agreement(s), in whole or in part, when it is in the County interest. If the agreement(s) are 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 Selection concerning Recycled Mixed Glass Product Facility

In the event that the County of Lycoming would need to recycle Mixed Glass Product as listed in the bid specification, the selection of an approved recycling facility will be made by starting with the lowest compliant vendor cost available in the bids received and work towards the highest compliant vendor cost listed.

If the vendor with the lowest cost cannot handle the amount of tonnage of Recycled Mixed Glass Product that the County needs to recycle during the time period that these pricings are held active, the County will select an additional approved recycling facility ON AN AS NEEDED BASIS from the next higher cost offered by other vendors. This selection process may also vary depending on the time frame for disposal of the Recycled Mixed Glass Product received by the County.

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

Also if any Mixed Glass recycling facility and/or trucking company that submit bid packages and are proven or deem to be inadequate by the County of Lycoming for the transportation and recycling of the Mixed Glass; those bid packages will be disqualified for usage by the County.

22. Pricing and Term

Pricing for each bid package must remain firm from date of award of a contract by the County of Lycoming until December 31, 2019. The contract (s) shall be for a period of up to said date, provided that either party may terminate the contract with or without cause at any time prior to expiration date with 30 days written notice to the other party. The contracts may be extended up to a ten year period by mutual agreement of both parties in written form.

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. Contractors or Manufactures 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.

25. 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.

26. Submittal of Bidding Documents

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

1. Bid Form
2. Non-Collusion Affidavit
3. Certificate of Insurance
4. General Information – Qualifications/Experience

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## **RECYCLED MIXED GLASS PRODUCT SPECIFICATION:**

### **A. GENERAL:**

1. The County of Lycoming will be accepting bids for the transportation and recycling of Mixed Glass Product accepted at the Lycoming County Resource Management Services Landfill Site at their Regional Resource Recovery Facility, which is located 9 miles south of Williamsport, PA on US Route 15 Highway. LCRMS's physical address is: 447 Alexander Drive, Route 15 Highway, Montgomery, PA 17752.

2. The County will set the date and time for each pickup of the Recycled Mixed Glass Product, which will be on an as needed basis throughout each year, depending on the flow of their Single Stream Recycling Products that are received for processing at this facility and the availability of acceptance by the successful Contractor's at their recycling facility.

3. The following information details the colors, types, sizes and additional processing by-products of Recycled Mixed Glass Product processed at the LCRMS Landfill Site and also states other General specifications:

- a. The Mixed Glass Product that is collected at the above-mentioned site will be comprised of the following: the Product will be 3-inch minus in sizing, multiple color glass products collected and processed through the LCRMS's Single Stream Recycling Processing System.
- b. The Mixed Glass Product may also contain other processing by-products such as pieces of tin and other assorted metals, assorted pieces of rubber, plastics and paper items that will vary in weight from load to load. For details on this material see the attached photo in Exhibit (A). Samples of the Product may be obtained by appointment only; by contacting Barry Steinbacher, Assist Recycling Manager by either phone at: (570) 567-2663 or by E-mail at: [barry.steinbacher@lcrms.com](mailto:barry.steinbacher@lcrms.com) during Monday through Friday between the hours of 7:00 am to 3:00 pm.
- c. The pickup and loading of the Recycled Mixed Glass Product, which are stored in exterior bins would take place at a loading dock for open top walking floor and/or dump trailers that is located at the LCRMS Regional Resource Recovery Facility. LCRMS will provide a wheel loader with operator to load trucks for outbound shipment of the Recycled Mixed Glass Product, Monday through Friday between the hours of 7:00 am to 3:00 pm.
- d. LCRMS has state certified truck scales available on site for the weighing of both tare and gross weights of all hauling units, which are required by the County.
- e. The coordination of the shipping and transportation of the Recycled Mixed Glass Product for recycling from the LCRMS Regional Resource Recovery Facility to the designated approved glass recycling facility is the responsibility of the successful Contractor. The Contractor is responsible for payment of all shipping costs including fuel surcharges. Once the Recycled Mixed Glass Product are load into the successful Contractor's hauling unit and departs from County property; these products become the property of the Contractor.

**Also be advised that the County of Lycoming/LCRMS also collects and sells source separated clear, brown, and green glass.**

**BID FORM**

**Bid for: Recycled Mixed Glass Product**

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 Bid Specifications
  - 5.5 This Bid Form.
  - 5.6 Non-Collusion Affidavit
  - 5.7 General Information Qualification/Experience
6. Communications concerning this bid shall be addressed to:  

Name:	<u>Duane R. Laylon, LCRMS Purchasing Agent</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><a href="mailto:duane.laylon@lcrms.com">duane.laylon@lcrms.com</a></u>

**BID FORM**  
**BID FOR: RECYCLED MIXED GLASS PRODUCT**

**PRICE SCHEDULE A:**

**PRICE PER TON**

1. RECYCLED MIXED GLASS PRODUCT: \$ \_\_\_\_\_

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:

GENERAL INFORMATION - QUALIFICATIONS/EXPERIENCE

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 recycled glass products for during the past five (5) years.

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

If Individual:

\_\_\_\_\_

If Partnership:

Name: \_\_\_\_\_

Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If a Limited Liability Company:

Name: \_\_\_\_\_

\_\_\_\_\_

If Corporation:

Name: \_\_\_\_\_

\_\_\_\_\_

Others:

Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



EXHIBIT A

