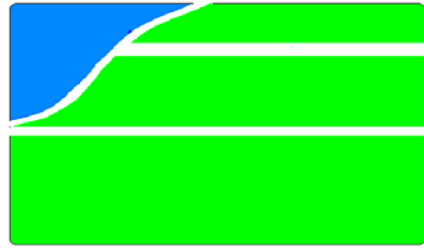




Resource Management Services



## ATTENTION BIDDERS

COUNTY OF LYCOMING

BIDDING DOCUMENTS  
FOR

1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER

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 / Requests 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.

P.O. BOX 187  
MONTGOMERY, PA 17752  
800-326-9571  
570-547-6534 - FAX

Legal Ad  
Sun Gazette  
To be run: January 27, and 31, 2012

**REQUEST FOR BIDS**

The County of Lycoming is requesting sealed bids for the purchase and delivery to the Lycoming County Resource Management Services Landfill Site of the following:

**1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER**

In accordance with the specifications on file with the Chief Clerk, Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA or Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, PA.

Bids shall 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 10<sup>th</sup> day of February 2012. Bids will be opened at 10:00 A.M. on the 14<sup>th</sup> day of February 2012 in the Commissioner's Meeting Room, Lycoming County Executive Plaza. Bids shall be submitted in a sealed envelope clearly marked **1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER**. All bids must be accompanied by a certified check or cashier's check drawn on a bank authorized to do business in the Commonwealth of Pennsylvania or a bond with corporate surety, in the amount of at least 10% of the total bid. All bids shall remain firm price for 60 days after the date of the bid opening and upon the expiration of 120 days, certified checks guaranteeing performance will be returned to the unsuccessful bidders.

All questions pertaining to this request for bids shall be directed to Mr. Daniel N. Dorman, Manager of Support Services, at (800)326-9571. The County reserves the right to accept or reject any part of a bid without accepting the whole thereof, or to accept such bid that the County deems to be in the best interest of the County.

**COMMISSIONERS OF THE COUNTY OF LYCOMING**

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

Attest:  
Ann M. Gehret, Chief Clerk

**GENERAL BID SPECIFICATIONS**  
**1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER**

**1. INVITATION FOR BIDS:**

Sealed bids will be received at the office of the Controller for the County of Lycoming, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA, 17701 until 5:00 P.M. EST, on February 10, 2012 for furnishing and delivery of **1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER.** The transfer trailer will be delivered with the specifications set forth in these bid specifications and other terms, conditions and instructions to the specifications attached hereto and made a part hereof as though full set forth herein. Said equipment shall include all necessary items for efficient operation whether or not specifically mentioned in these specifications.

**2. INTENT OF CONTRACT:**

Furnish and deliver to the Lycoming County Resource Management Services Landfill Site **1 - NEW 2012 75-CUBIC YARD TRANSFER TRAILER** meeting or exceeding the specifications of this proposal. Bid price is to include the cost of 1 new 2010 transfer trailer, with options listed on the Bid Form. These specifications are not meant to be restrictive in any way, but are intended to assure that all proposals submitted for consideration will cover equipment of similar design and capacity. All bidders are encouraged to submit bids for vehicles/equipment, which take exception to specific specifications (See Paragraph 13, Exceptions.)

**3. BASIS OF AWARD:**

Award of the contract by the Commissioners of the County of Lycoming, will be based upon the most compliant bid with the, lowest total cost submitted on the Bid Form. Consideration will also be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of Lycoming County Resource Management Services with similar or related equipment. The specifications for the New Transfer Trailer were taken from a Steco Type Transfer Trailer. This was done not to exclude other manufacturers' equipment but only to provide a standard for the type and availability of equipment being bid. If you have exceptions to these specifications, see Paragraph 13, Exceptions, and state them in written form as provided in that paragraph. The County reserves the right to reject any or all bids as authorized by law and to award the contract to other than the lowest compliant bidder when deemed to be in the best interests of the County of Lycoming.

#### **4. BID SECURITY:**

1. A security deposit (Bid Bond, Cashier's Check, or Certified Check) in the amount of 10% of the amount bid 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.

2. 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.

3. The County reserves the right to retain bid securities until the lowest responsible bidder enters into a contract and provides required bonds and insurance, for a period of 60 days after date of opening bids, or 120 days in accordance with applicable law, including 62 PA. C.S.A. Section 3911.

4. In the event the successful bidder fails or refuses to execute a formal written 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.

#### **5. PRODUCT SPECIFICATIONS:**

##### **A. GENERAL**

1. The transfer trailer shall be new with 75-cubic yard capacity or larger and currently advertised standard production built in the U.S.A. meeting all State and Federal Bid Laws. This specification covers a Refuse Transport Trailer, which will consist of a rectangular shaped body; a movable ejection assembly and side hinged Dutch Doors, constructed to form an enclosure for receiving compacted refuse from the Transfer Packer.

## **5. PRODUCT SPECIFICATIONS CONTINUED:**

It will be provided with tandem rear axles with appropriate wheels, tires and springs for highway legality, a retractable landing gear, a kingpin for hauling by truck-tractor and a hydraulic means for ejection of the load at a disposal site. It will be compatible with a refuse transfer packer and will be part of a refuse transfer system.

2. The County will consider equipment that is equal to or better than the equipment specified. Bidders, who submit bids for such equal equipment are specifically directed to Section 13, entitled "Exceptions".

### **B. CAPACITY:**

1. Trailer Capacity shall be 75 cubic yards or equal or larger in size, net exclusive or ejector assembly.
2. General dimensions shall be: Overall length: 40', Overall outside width: 8', Overall outside height: 13' 6 1/2", (based on 20" tire size); Inside width: 88"; Inside height: 96".

### **C. TRANSFER TRAILER CONSTRUCTION:**

1. Construction shall be all steel, designed in keeping with accepted A.S.A.E. criteria with adequate bracing to withstand all forces generated by the compaction module unit. It shall be constructed of all new materials of United States manufacture. The manufacturer shall certify that the unit as supplied under this request shall be of the latest model and shall incorporate all the latest changes and modifications and the vertical and horizontal side braces must be continuous welded.
2. Material (minimum acceptable):
  - A. Side Sheets - 10 ga. hi-tensile 1/3, 12 ga. hi-tensile front 2/3 of trailer.
  - B. Top Sheet - 12 ga.
  - C. Floor - 3/16 ga. hi-tensile.
  - D. Cross members - 4" beam on 12" centers.
  - E. Fifth Wheel Plate 3/8" HRS, framed and reinforced.
  - F. Vertical side braces - 6" wide channel on 24" centers minimum.

## 5. PRODUCT SPECIFICATIONS CONTINUED:

- G. Roof box braces - 6" wide channel on 24" centers minimum.
  - H. Horizontal box braces - 12 ga. hi-tensile steel, minimum 4 ½" x 2 ½" 3 rows each side - 3 rows in roof between the eight (8) rear most vertical and top braces.
  - I. Packer-Ejector Panel - 10 ga. hi-tensile faceplate reinforced with four (4) vertical and diagonal braces of 4 x 4 x 3/8 tubing.
  - J. Guide Channel 3" x ¼" formed channel.
  - K. Cylinder Support Carriage - 4" @ 5.4 pounds foot structural channel.
  - L. Tailgate Main Door - 4 x 2 x 3/16 wall tube frame with 12 ga. hi-tensile sheets.
  - M. Tailgate Closure - 2 ½ x 1 ½ x 14 ga. wall tube frame with 12 ga. hi-tensile sheet.
3. The spacing of vertical side braces shall be 18 7/8" rear 1/3 of trailer, 25 9/16 center 1/3 of trailer and 32 7/16" front 1/3 of trailer. 24" centers minimum length of trailer.

The vertical side braces shall align and interlace with top roof box braces and understructure cross members to provide continuous wrap around support.

4. The transfer trailer shall be free of internal obstruction aft of the ejector/packer panel at its full rest position, and means shall be provided to clean out ahead of the ejector/packer panel any refuse that may bypass said panel.
5. The rear of the transfer trailer must be a 6" structural channel at the point of contact with the compactor bumpers.
6. Trailer shall have a full width floor sump located behind upper fifth wheel plate on trailer with sufficient clearance to clear tractor fifth wheel plate. Sump is required to be located between cross members. Full width, with a 3" low profile drain opening at each end of sump. Drain lids shall be equipped with a replaceable rubber gasket and a quick release, hinged lid. The floor sump to be approximately 12-gallon capacity or equivalent.

## **5. PRODUCT SPECIFICATIONS CONTINUED:**

### **D. EJECTOR ASSEMBLY:**

1. This assembly shall be capable of traveling the full length of the body in one continuous uninterrupted motion for clean ejection of compacted loads. The hydraulic system on the transfer trailer being offer by each bidder is required to be compatible for use with the County's semi road tractors used to transport their trailers over the road. This includes the trailer being able to be unloaded by the operator while sitting in the operator's seat in the truck's cab. The County's hydraulic system is a 3 hydraulic line system, 2 pressure lines and 1 return line.
2. Ejector assembly shall be constructed of hi-tensile steel with a face plate of 10 ga. with bracing members creating strength to withstand forces greater than the capability of hydraulic system, and designed to withstand repeated application of maximum working hydraulic pressures. Working pressures shall be defined as 85,000 pounds of total direct force.
3. Ejector assembly shall have full length of body or replaceable 1" steel replaceable slides riding in guide channels located on each side at floor level.
4. The ejector assembly shall travel full length with the capability of reverse action at any intermediate point of travel of the assembly. Assembly, fit to body cross section, shall be to tolerances adequate to insure a minimum bypass of material during travel and to insure against binding of assembly.
5. The ejector assembly shall be capable of full extension and retraction cycle time of approximately 120 seconds.

### **E. REAR DOORS:**

1. The rear doors will be 2-section, Dutch type, steel construction and will cover a discharge opening that will be equal to the inside width and height of the body. They will consist of top and bottom sections with heavy duty supporting hinges on the right or curbside and positive latches on the left of the driver's side. The doors will be constructed of 12 gauge high tensile steel, reinforced by 10 gauge and 3/16 boxed members.

**E. REAR DOORS CONTINUED:**

The lower door will remain closed at all times except during discharge of load. It will be retained by a single lever with an over center "T" lock. The top of the lower door is required to be at a fixed height of 72 inches from the ground up.

The upper door will cover the opening through which refuse is passed from the Transfer packing pit into the trailer body. It will be retained during haulage by an independent cam latch system.

A channel type or double lip neoprene gasket will provide liquid tightness along the bottom and up both sides to an 18-inch height.

2. The transport trailers shall be bidders' responsibility to make sure the trailer attaches properly to Lycoming County Dempster Transfer Station with no modification to County's facility.

**F. EJECTOR/PACKER CYLINDER:**

1. The ejector panel shall be powered by one double acting, five stage, telescopic cylinder whose largest active stage shall be 8 ½" in diameter. The hydraulic cylinder shall require no more than 90 gallons of hydraulic oil to fully extend. This cylinder requirement is mandatory due to the size of the owners existing hydraulic oil reservoir tank. This cylinder shall develop 85,000 pounds of force with a delivered hydraulic pressure of 1500 PSI. This telescopic cylinder shall stroke no less than the full length of the body for clean discharge of the load.
2. The ejector assembly cylinder shall be mounted on a horizontal plane parallel to the floor surface. This mounting will allow maximum utilization of generated force.
3. A cylinder support carriage "spider" shall be provided for the middle cylinder stage to prevent sag of the cylinder and side to side stabilization during movement forward and backward to its fullest extended and retracted positions.

**F. EJECTOR/PACKER CYLINDER CONTINUED:**

4. The cylinder support carriage member shall travel automatically with the cylinder during extend or retract cycle. The carriage member shall move in the ejector assembly rails on its own machined steel wheels.

**G. LANDING GEAR AND KINGPIN:**

1. Landing gear shall be sand pads type no wheels, two speed, capable of supporting 60,000 pounds of static load with a lift capacity of 60,000 pounds with 100 ft/pounds of input torque.
2. Kingpin shall be standard 2 7/8", 49" in height.

**H. AXLES AND SUSPENSIONS:**

1. The transport trailer shall be provided with a tandem axle arrangement, which shall consist of 44,000-pound tandem spring suspension and two (2) 22,000-pound axles. The trailer shall meet all state and DOT requirements.
2. Heavy duty air brakes shall be directly mounted to each axle. The trailer shall be trailer type 16 1/2" x 7" and shall be complete with slack adjuster, service and emergency connections.
3. Four (4) wheels (2 per axle) shall be provided. The trailer wheels shall be a 10 hole pilot hub type, with 8.25 rims. One axle to have ABS with out board diagnostic plug.
4. Each wheel shall be provided with 11R22.5, 12 ply tubeless tire.
5. Mud flaps shall be provided.

**I. LIGHTS AND REFLECTORS:**

1. The transfer trailer shall be provided with lights and reflectors, which shall conform to federal motor vehicle safety standards. The lights shall be sealed type LED, grommet mounted and wiring shall be sealed harness system truck lite or equal. The wiring system shall have two (2) watertight connection boxes for wire ends protection. The stop, tail, turn and license lights to be installed on the lower door's bottom brace.

**J. PUSH/PULL BLOCK:**

1. On the rear of the trailer just below the lower door, mounted onto the main trailer frame and centered between the stop, tail, and turn lights a push/pull block will be installed. The block should extend out from the rear of the trailer a minimum of 16" with a minimum height of 10" and be the width of the frame rails and be rounded on both edges that protrude out from the trailer. This block must also have one heavy duty-towing hook centered on each side of the block. This block is required to withstand the force of either being pushed or pulled by a large dozer with a minimum operating weight of 78,000 lbs. and a garbage compactor with a minimum operating weight of 100,000 lbs.

**K. PAINTING PROCEDURES:**

1. The refuse transfer trailers shall be cleaned thoroughly to remove all grease, dirt, or foreign matter. Weld slag and corrosion spots will be removed by wire brushing. One coat of zinc chromate primer shall be applied, and after adequate drying, a finish coat of high gloss transport green. Spec number: 42127 or equivalent shall be applied.

**6. FIRE EXTINGUISHER:**

Not Applicable

**7. MANUALS:**

Two (2) Operators Manuals and Lube and Maintenance Guides, and one (1) Service Manual and one (1) Parts Book for Shop shall be furnished for the vehicle.

**8. EQUIPMENT TRAINING:**

The successful bidder agrees to provide an appropriate training program for employees of the County of Lycoming with sufficient scope to assure efficient and economical performance and maintenance of the equipment purchased.

**9. DELIVERY TIME:**

Each bidder must specify a delivery time, in days, after award of the bid for delivery of the vehicle or piece of equipment to the site designated by the County in these Bid Specifications. The delivery time specified by the Vendor is a major consideration in the evaluation and award of the purchase contract. All conditions necessary for Full Payment (see Paragraph 14) of the Primary Seller's Invoice pursuant to these Bid Specifications must be satisfied within **30 days** after the bid is awarded. Bid price shall include all transportation charges pre-paid to the site designated by the County and all set-up and training charges, if applicable. If the Primary Seller takes exception to the delivery time required by the County, the Primary Seller shall state in writing the number of days required by the Primary Seller to deliver and set up the vehicle or piece of equipment at the site designated by the County and to train County personnel in the use of the vehicle or piece of equipment.

In the event that all conditions necessary for Full Payment of the Primary Seller's Invoice pursuant to these Bid Specifications are not satisfied by the time specified, the purchase price to Lycoming County shall be reduced, at the County's sole and absolute discretion, either by \$500.00 per day or by the rental cost of an equivalent vehicle or piece of equipment, for each day after the specified term of days or time has expired. This reduction is due to financial loss to the County in lost production output and lost or reduced guaranteed re-purchase price of trade-in equipment. In the event that the vehicle or piece of equipment is more than 7 days late, the County shall have the option, which may be exercised or not exercised at the County's sole and absolute discretion, of canceling the contract and awarding the bid to another vendor.

**10. BIDDER SERVICE FACILITIES:**

NOT APPLICABLE.

**11. WARRANTY:**

All bidders will guarantee for one (1) year manufacturers warranties on parts and labor in writing. A copy of the warranty shall accompany the bid. If applicable, all Bidders shall list any extended Warranties and Guarantees in writing, and list extra cost to the County that is offered with this bid. A copy of the Warranty shall accompany the Bid.

**12. TRADE-IN: NOT APPLICABLE**

**YEAR:**

**MAKE:**

**MODEL:**

**LOCATION:**

**LCRMS Landfill site (inspection by  
bidders by appointment only)**

**SERIAL #:**

**CONDITION:**

Where the County has agreed to trade in a vehicle or piece of equipment as part of the purchase price of the new vehicle or piece of equipment, the trade-in vehicle or piece of equipment will be released by the county within 5 working days after all conditions necessary for Full Payment (see Paragraph 14) of the Primary Seller's Invoice pursuant to these Bid Specifications have been completely and properly satisfied. Under no circumstances will the trade-in vehicle or piece of equipment be released by the County until after the new vehicle or piece of equipment is fully able and ready to be placed into production use by County Personnel. It is the responsibility of the Primary Seller to arrange for and pay all costs associated with shipping of the trade-in vehicle or piece of equipment from the location where it was in use by the County to the location desired by the Primary Seller, and all such costs should be weighed when making a bid. Release of the trade-in vehicle or piece of equipment under this Paragraph means that the trade-in vehicle or piece of equipment may be removed from the site where it is in use by County Personnel.

During field testing of the new vehicle or piece of equipment, the Primary Seller shall, where applicable, provide the County with temporary registration, tags and any and all other licenses and certifications necessary to operate the new vehicle or piece of equipment. These will be necessary only during the field testing of the new vehicle or piece of equipment, as it is the County's intention to transfer the tags from the trade-in vehicle or piece of equipment after all conditions necessary for Full Payment of the Primary Seller's Invoice for the new vehicle or piece of equipment are satisfied.

In the event that all conditions necessary for Full Payment of the Primary Seller's Invoice for the new vehicle or piece of equipment, as stipulated in the Bid specifications, are not satisfied by the delivery date specified in these Bid Documents, the mileage, hours in service and value assigned to the trade-in vehicle or piece of equipment, for purposes of reducing the purchase price to the County of the new vehicle or piece of equipment,

## **12. TRADE-IN CONTINUED:**

will be fixed based upon the mileage, hours in service and condition of the vehicle or piece of equipment as of the delivery date specified in the Bid Documents, unless the conditions necessary for Partial Payment (see Paragraph 15) of the Primary Seller's Invoice pursuant to these Bid Specifications are satisfied. Under no circumstances will the Primary Seller's failure to deliver the new vehicle or piece of equipment timely, or otherwise to satisfy the conditions necessary for Full Payment of the Primary Seller's Invoice by the date required, reduce the value of the trade-in vehicle or piece of equipment to the County or increase the mileage or hours in service of the trade-in vehicle or piece of equipment for the purposes of any buy-back provision.

In the event that a vendor submits a bid for outright purchase of the trade-in vehicle or piece of equipment and is not primary seller supplying the new vehicle or piece of equipment, the trade-in vehicle or piece of equipment will be released within thirty days after the award of the purchase contract. Also, a certified check and/or certified payment voucher will be submitted to the County of Lycoming before the trade-in vehicle or piece of equipment is released by the County. It is the responsibility of the Vendor to arrange for and pay all costs associated with shipping of the trade-in vehicle or piece of equipment from the location where it was in use by the County to the location desired by the Vendor, and all such costs should be weighted when making a bid. Release of the trade-in vehicle or piece of equipment under this Paragraph means that the trade-in vehicle or piece of equipment may be removed from the site where it is in use by County Personnel.

These trade-in trailers will be sold "as is, where is" without any warranties either expressed or implied. The purchaser will bear the entire cost of removal from County property, the repairing or correcting of any defects presently existing or that may occur when moving this equipment.

## **13. EXCEPTIONS:**

When the responding bid may differ from requirements as presented, each variation must be described and reference made to each Paragraph of these bid specifications to which the variation will apply on a separate sheet of paper, which shall be included with the bid and attached to bid form.

**14. FULL PAYMENT OF PRIMARY SELLER'S INVOICE:**

1. Full payment of a Primary Seller's invoice for a new or used vehicle or piece of equipment purchased by the County will be made within 30 days after all applicable conditions set forth below are satisfied:
2. The vehicle or piece of equipment is delivered to the location specified by the County, completely set up and ready for production use;
3. All applicable County personnel are properly trained in the use and operation of the vehicle or piece of equipment;
4. All support paperwork, extra parts and other items required to be supplied to the County by these Bid Specifications are delivered to the County by the Primary Seller; and
5. The vehicle or piece of equipment has been field tested by County personnel for a minimum of 5 working days, is free of any and all mechanical defects, and is ready for production use.

**15. PARTIAL PAYMENT OF PRIMARY SELLER'S INCOME:**

In the event that any act or omission by the County causes substantial delay in the set-up or field testing of any vehicle or piece of equipment that has otherwise been properly delivered by the Primary Seller, the County will pay 90% of the invoice within 30 days after it has been determined that the delay is the responsibility of the County, provided that the Primary Seller has satisfied all conditions necessary for Full Payment of the Primary Seller's Invoice, as set forth in the Bid Specifications, to the extent possible. The remaining 10% of the contract price will be paid within 30 days after all conditions required to be satisfied for Full Payment of the Primary Seller's Invoice are completely and properly satisfied.

**16. PREPARATION OF BIDS AND PROPOSALS:**

1. 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 bid 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. Erasures or other changes must be initialed by the person signing the bid proposal. Bids or proposals signed by an agent shall be accompanied by evidence of that agent's authority.

**16. PREPARATION OF BIDS AND PROPOSALS CONTINUED:**

2. Bids by individuals must be signed personally, with bidder's 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.

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 legal Holiday, the date would fall on the next business day.

3. **Before placing bid package in the envelope, please make sure total cost bid form sheet is the first sheet of the bid package.**

**17. MODIFICATION OF BIDS:**

1. 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 that the bid is resubmitted prior to the scheduled time for receipt of bids.

**18. NON-COLLUSION AFFIDAVIT:** (SEE ATTACHED SHEETS)

1. 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.
2. 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.
3. 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

**18. NON-COLLUSION AFFIDAVIT CONTINUED:**

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.

4. 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.
5. 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.
6. Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the bid.

**19. BASIS OF BID:**

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.

**20. 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.

**21. PERMITS:**

Should any permit(s) 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.

**22. EQUAL EMPLOYMENT OPPORTUNITY:**

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

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

**23. 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 publicly and initially reviewed in the following manner:

1. The County Controller, or his/her designated representative will read aloud the name and address of the bidder(s) and the bid amount(s).
2. 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.
3. The County has the right to waive any and all informalities.

**24. ACCEPTANCE, REJECTION, OR DISQUALIFICATION OF BIDS:**

1. 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 interest. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof.
2. 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.
3. 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.

**25. OTHER:**

Any bid to be considered must be in compliance with all State and Federal, State and local laws, ordinances and regulations.

**26. 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 Total Cost 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.

**27. ADDITIONS OR DEDUCTIONS OF MATERIALS OR EQUIPMENT IN BID PACKAGE:**

1. THE COUNTY SHALL HAVE THE RIGHT, WITHOUT INVALIDATING THE PURCHASE CONTRACT, TO MAKE ADDITIONS TO OR DEDUCTIONS FROM THE PARTS, MATERIAL 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.
  
2. THE COUNTY SHALL REQUIRE THE VENDOR(S), WITHOUT INVALIDATING THE PURCHASE CONTRACT, TO HOLD THEIR UNIT PRICES FIRM ON THE PARTS, MATERIALS AND EQUIPMENT THAT ARE LISTED IN THEIR BID PACKAGE, UNTIL DECEMBER 31, 2012. THIS WOULD BE IN THE EVENT THAT THE ABOVE-MENTIONED SITUATION FOR ADDITION OF SAID ITEM IS REQUIRED BY THE COUNTY OF LYCOMING.
  
3. WHEN THE COUNTY WOULD REQUIRE ADDITIONAL OR EXTRA PARTS, MATERIALS 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 MATERIALS TO THE COUNTY, AT THE VENDOR'S CURRENT RETAIL PRICE OF SAID ITEMS. THIS SITUATION WOULD ALSO BE IN EFFECT UNTIL DECEMBER 31, 2012 AS LISTED IN THE ABOVE MENTIONED LANGUAGE.

**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. New Transfer Trailer Literature
5. Warranty Literature

**TOTAL COST OF BID FORM**

**1-NEW 2012 75-CUBIC YARD TRANSFER TRAILER**

YEAR, MAKE, AND MODEL OF EQUIPMENT BEING BID:

---

	<b><u>UNIT PRICE</u></b>
1. PRICE OF ONE NEW 2012 TRANSFER TRAILER:	\$ _____
2. GOVERNMENT DISCOUNT:	\$ _____
3. COUNTY OF LYCOMING WOULD PAY THIS AMOUNT:	\$ _____
4. DELIVERY TIME PERIOD FOR NEW TRAILER:	_____
5. LIST ADDENDA RECEIVED FOR BID PACKAGE:	_____

---

NAME OF BIDDER: \_\_\_\_\_

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

SIGNED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

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

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 62 PA.C.S.A. Section 4501, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. 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.
3. 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.
4. 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.
5. 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.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.



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 from 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: