



# COUNTY OF LYCOMING

---

## PURCHASING OFFICE

Mya Toon, Lycoming County Chief Procurement Officer, CPPB  
Lycoming County Executive Plaza ♦ 330 Pine Street, Suite 404, Williamsport, PA 17701  
Tel: (570) 327-6746 ♦ Fax: (570) 320-2111 ♦ Email: [mtoon@lyco.org](mailto:mtoon@lyco.org)

# REQUEST FOR PROPOSAL (RFP) FOR TWO (2) 250-FOOT COMMUNICATIONS TOWERS

**ISSUE DATE: JANUARY 22, 2021**  
**DUE DATE: MARCH 5, 2021**

**Bidders may download proposals by going to [www.lyco.org](http://www.lyco.org) and clicking on Top 10 Links, Request for Bids/Proposals. All Bidders are required to contact the Lycoming County Chief Procurement Officer and place his/her company name on the Bidders' List. This will ensure that each Bidder receives any and all addenda that may apply to the current proposal package. Failure to receive all current information could result in your company submitting an inaccurate proposal, which may be disqualified by the County.**

## **TABLE OF CONTENTS**

SECTION 1 NOTICE TO BIDDERS

SECTION 2 PROPOSAL INFORMATION AND INSTRUCTIONS

SECTION 3 GENERAL TERMS AND CONDITIONS

SECTION 4 CONTRACT TERMS AND CONDITIONS

SECTION 5 SCOPE OF WORK/TECHNICAL SPECIFICATIONS

SECTION 6 PRICE PROPOSAL

SECTION 7 PROPOSAL FORM

SECTION 8 NON-COLLUSION AFFIDAVIT

SECTION 9 EXCEPTION FORM

**SECTION 1**

**NOTICE TO BIDDERS**

Legal Ad  
Sun Gazette  
To Be Run: January 22<sup>nd</sup> & January 26<sup>th</sup>

### NOTICE TO BIDDERS

The County of Lycoming is requesting sealed proposal for Two (2) 250-Foot Communications Towers. Proposals are due by **Friday, March 5, 2021, at 5:00 P.M. EST.** Proposals will be opened on **Tuesday, March 9, 2021, at 10:00 A.M. EST** in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Proposals shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2<sup>nd</sup> Floor, Williamsport, PA 17701. Proposals must be enclosed in a sealed envelope and marked "**RFP for Two (2) 250-Foot Communications Towers.**"

All bids shall remain firm price for 60 days after the date of bid opening.

There is no mandatory site walk. If desired, all prospective Proposers will be able to inspect the tower sites for the location of the proposed equipment. Detailed directions are available. Assistance in locating the sites will be provided if desired. The County will not be responsible for any additional costs incurred by a Proposer due to their failing to inspect the site.

Questions regarding this request for proposal shall be directed to Mya Toon, Chief Procurement Officer, at [mtoon@lyco.org](mailto:mtoon@lyco.org).

Bidders may download the proposal by going to [www.lyco.org](http://www.lyco.org) and clicking on Top 10 Links, Request for Bids/Proposals.

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

#### COUNTY OF LYCOMING

Scott L. Metzger  
Tony R. Mussare  
Richard Mirabito

Attest:  
Matthew M. McDermott  
Chief Clerk

**SECTION 2**

**PROPOSAL INFORMATION  
AND  
INSTRUCTIONS**

## PROPOSAL INFORMATION AND INSTRUCTIONS

### 2.1 **Definitions**

Request for Proposal (RFP)	All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids / proposals.
County	County shall be synonymous with the Lycoming County Board of Commissioners.
Bidder / Respondent	A firm, individual, or corporation submitting a proposal in response to this RFP.
Addendum	A written change, addition, alteration, correction or revision to a proposal or contract document.
Bid / Proposal	The formal response to the RFP.
Contract	The agreement that results from this competitive procurement, if any, between the County and the vendor identified.
Contractor / Vendor / Successful Bidder	The Bidder(s) that will be awarded a contract pursuant to this solicitation and are responsible performing the service or supplying the good as defined in the contract.
Subcontractor	Any person other than an employee of Respondent who performs any services listed in this RFP.
Services	The work identified in this RFP as to be performed by Vendor under the ensuing contract.
Goods	The equipment or items identified in this RFP as to be supplied by Vendor under the ensuing contract.
Work	The required services and required goods.

**2.2 Receipt of Proposal Package.** The County’s Purchasing Department and the Controller’s Office are the sole authorities to provide the RFP package to Bidders. Bidders who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a proposal’s errors, omissions or misinterpretations resulting from a Bidder’s use of an incomplete RFP package.

Bidders are advised to contact the Purchasing Department to provide his/her company’s name, address, telephone number, fax number and contact name. This will ensure the Bidder will receive all communication regarding the RFP such as addenda and clarifications.

**2.3 Examination of Proposal.** Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.

Proposals will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the proposal documents including the specifications and all requirements thereof of the RFP. It is understood that submission of a proposal indicates full acceptance of the same

by the parties submitting the proposal. Furthermore, by submitting a proposal the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a proposal.

- 2.4 Preparation of Proposal.** The County shall not be responsible for any costs associated with the preparation or submittal of any proposal. All costs are entirely the responsibility of the Bidder.
- 2.5 Communications.** All questions regarding this RFP shall be submitted in writing to Mya Toon, Lycoming County Chief Procurement Officer, at [mtoon@lyco.org](mailto:mtoon@lyco.org). Questions which require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective Bidders, will be answered by issuing an addendum. Questions must be received by the Chief Procurement Officer no later than Friday, February 12, 2021, at 5:00 P.M. EST.
- 2.6 Addenda/Amendments to Proposal.** All changes in connection with this proposal will be issued by the Purchasing Department in the form of a written addendum. All addenda will be posted to the County Purchasing Department's page on the County website ([www.lyco.org](http://www.lyco.org)) at least seven (7) days prior to the deadline for RFP submissions. It is the Bidder's responsibility to check the website and ensure they have all applicable addenda prior to proposal submission. Signed acknowledgement of receipt of each addendum must be submitted with the proposal.
- 2.7 Deadline and Opening of Proposal.** Proposals must be received no later than Friday, March 5, 2021, 5:00 P.M. EST. Proposals will be opened publicly at 10:00 A.M., EST, on Tuesday, March 9, 2021, in the Commissioners' Board Room located on the 1<sup>st</sup> Floor of the Lycoming County Executive Plaza Building. A summary of proposals received, including company name and proposal amount will be posted on the Purchasing Department's page on the County's website ([www.lyco.org](http://www.lyco.org)) within 48 hours of the proposal opening.

The Bidder warrants the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 60 days from the date of the proposal opening.

- 2.8 Important Dates.** The following lists important events and deadlines regarding the RFP.

Issue Date: January 22, 2021

Final Date for Written Questions: February 12, 2021

Deadline for Submitting Proposals: March 5, 2021

Opening of Proposals: March 9, 2021

- 2.9 Submission of Proposal.** An original and five (5) complete copies must be enclosed in a sealed envelope or package. The outside of the envelope or package shall be clearly marked, "**RFP for Two (2) 250-Foot Communications Towers.**" Proposals shall be submitted to the Lycoming County Controller's Office, Executive Plaza Building, 330 Pine Street, 2<sup>nd</sup> Floor, Williamsport, PA 17701. Late proposals shall not be accepted. Proposals must be mailed or hand-delivered. Proposals delivered by fax or electronic mean are not acceptable and will not be considered.

All proposals must be submitted on the forms provided by the County and in accordance with the requirements and instructions contained in the RFP package. The County may waive minor informalities or irregularities in the proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities

are defined as those that will not have an adverse effect on the County's interest and will not affect the price of the proposal by giving a Bidder an advantage of benefits not enjoyed by other Bidders.

**2.10 Public Disclosure.** 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 proposal is awarded. A summary of proposals received, including company name and proposal amount will be posted on the Purchasing Department's page of the County's website ([www.lyco.org](http://www.lyco.org)) within 48 hours of the proposal opening.

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

**2.12 Modifications/Withdrawal of Proposal.** Proposals may be modified or withdrawn prior to the submittal deadline. Requests for withdrawals or modifications of proposals received after the proposal submittal deadline will not be considered except as otherwise provided in the following paragraph. Bidders desiring to modify or withdraw his/her proposal, must submit the purpose for modification or withdrawal in writing to the County Chief Procurement Officer prior to the submittal deadline. Bidders may resubmit proposals provided it is prior to the scheduled submittal deadline.

After proposal opening, the Chief Procurement Officer may allow a Bidder to modify or withdraw its proposal without prejudice if clear and convincing evidence supports the existence of a material and substantial error, an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the proposal. Requests to modify or withdraw the proposal must be made in writing to the Chief Procurement Officer within two (2) business days after opening the proposals.

**2.13 Evaluation of Proposals.** Proposals will be evaluated in accordance with the required scope of work as listed in this RFP. At the County's discretion, a proposal may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, proposals will be evaluated for the ability of the Bidder to provide, in the County's opinion, the best overall solution to meet the County's objectives.

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of proposers based upon his/her written proposals. If the team determines that it is in the best interest of the County to require oral presentations and/or interviews, the highest ranking proposers will be invited to make such presentations and/or demonstrations. Those proposers that participate will then be scored, and the final ranking will be made based upon those scores.

**2.14 Rejection or Disqualification of Proposals.** A proposal that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

The County reserves the right to waive a proposal's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.



The County reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

Issuance of this RFP in no way constitutes a commitment by the County to award a contract. The County reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.

**Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and his/her proposal may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**

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

**2.15 Award of Proposal.** Award of any proposal is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.

The County will award the contract(s) to the best responsible, responsive Bidder who meets all terms, conditions, and specifications of the RFP, within 60 days of the opening of the proposals. Submitted proposals shall remain valid during this 60 day period.

The County reserves the right, in its sole and absolute discretion, to accept or reject any and all proposals or parts thereof, or to accept such proposal as they deem to be in the best interest of the County.

An official letter of acceptance will be forwarded by the County to the successful Bidder after proposal selection and prior to contract award.

**SECTION 3**  
**GENERAL TERMS**  
**AND**  
**CONDITIONS**

**3.1 Bidder's Certification.** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Pennsylvania or any Federal department or agency.

**3.2 Use of Proposal Forms.** Any and all documents required by the RFP that require a notarization must include the signature and seal of the notary public as required by the state in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit must be completed and submitted with the proposal. Proposals and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of proposal opening.

For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.

**3.3 Non-Collusion Affidavit.** The County requires that a Non-collusion Affidavit be submitted with all proposals pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A. §4501 et seq.

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

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

If a proposal is submitted by a joint venture, each party to the venture must be identified in the proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or non-competitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the proposal.

**SECTION 4**  
**CONTRACT TERMS**  
**AND**  
**CONDITIONS**

- 4.1 Agreement/Contract.** Upon acceptance and award of a Bidder's proposal, the contract between the Bidder and the County shall be drafted from (a) the RFP and addenda, (b) the selected proposal (response to the RFP by the Bidder) and any attachments thereto, and (c) all written communications between the County and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.
- 4.2 Execution of Contract.** The successful Bidder must execute a written contract with the County. If the successful Bidder fails or refuses to execute the formal contract within ten (10) days of the date of contract award, award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- 4.3 Contents of Contract.** The entire contents of this RFP shall become a part of the contract.
- 4.4 Term of Contract.** The contract, which results from the award of this RFP, shall commence upon award and shall terminate on September 30, 2021.
- 4.5 Option to Extend Contract Period.** The contract may be extended up to three (3) months at the bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.
- 4.6 Option to Renew Contract.** This contract may be renewed for either a one, two, or three year term at the bid pricing by mutual agreement of both parties in written form.
- 4.7 Pricing.** Bidders warrant the proposal price(s), terms and conditions stated in his/her proposal shall be firm for a period of 60 days from the date of the proposal opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If the proposal includes price increases over the term of the contract, such increases must be clearly indicated in the Proposal Price Schedule. All proposal prices must include freight.
- 4.8 Subcontracting.** The Contractor shall not subcontract any of its obligations under this contract without the County's prior written consent. In the event the County does consent in writing to a subcontracting arrangement, the Contractor shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this contract.
- 4.9 Payment.** The County will make payment within thirty (30) days of receipt invoice for properly received goods and services after inspection and acceptance of the material and/or work by the County. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

If the Bidder's method of billing and payment is different than what is stated above, the Bidder must indicate the preferred method. The County will consider paying on a periodic basis as substantial portions of the work as performed, but not more than one time per month.

The County offers vendors the option to enroll in electronic payment via automated clearing house (ACH) to the vendor's provided bank account of record.

**SECTION 5**

**SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

## **TECHNICAL SPECIFICATIONS**

The County of Lycoming is upgrading its current communication system infrastructure. Two new tower sites are being built, and each site will require the towers to be designed and furnished as outlined in these specifications and in Attachment A & B.

- Two (2) 250-ft., Communication Towers, Class III, Solid leg, self-support, TIA-222H standards. Tower must have a minimum leg spread of 10% of the height of the tower. Tower must have sufficient capacity to support the designed appurtenance loading as referenced in Attachment A plus 25% excess capacity. No hollow leg, monopole or guyed towers will be considered.

## **TOWER SITE LOCATIONS**

### **1. SITE 1:**

Name:

Hughesville

Address:

383 Reservoir Road, Hughesville, Wolf Township, Lycoming County, PA

GPS Coordinates:

LAT 41° 15' 16.18" N      LON 76° 43' 16.45" W

GE:

998' Feet NAVD, 1988

### **2. SITE 2:**

Name:

Hesker Hill

Address:

1200 Hesker Hill Road, Jersey Shore, Piatt Township, Lycoming County, PA

GPS Coordinates:

LAT 41° 14' 19.1" N      LON 77° 14' 35.1" W

GE:

1226' Feet NAVD, 1988

## **TOWER REQUIREMENTS**

- Foundation designs will be provided by the tower manufacturer. Please see Attachment B for the geotechnical reports for the two (2) sites.
- State PE Seal on site specific tower drawings and foundation designs. (Five additional sets of full package drawings for records).
- Lightning rods as per tower profiles.
- Safety Climbing Kits for the two (2) 250-foot towers to include a total of three (3) detachable cable sleeves/cable wire safety fall arrestors.
- Universal Cable Ladders, two (2) 24" wide for entire tower for each of the two towers.

- For each of the towers, one (1) 4" x 24" ground bar with a 25' 4/0 bare copper wire pigtail for mounting on the lower 20' of the tower shall be included.
- Freight charges to the sites and off-loading charges at the sites are to be proposed as a fixed price with the towers. These are to be coordinated with the General Contractor selected. These shipping and off-loading charges are to be specified individually and clearly identified.
- Tower Template Assembly (Universal 4 – 8 Hole Pattern) or as specified in your design parameters.
- Lighting to be included for each of the two (2) 250' towers: AC powered dual FAA L-865/L-864 Medium Intensity LED Aviation Obstruction Lighting System to include 850nm IR LEDs on the flash head per FAA AC 150/5345-43J.
- Towers must be designed to support the loading per Attachment A. No antenna lines, fittings or mounts are to be furnished with this project; the antenna and line information is for design parameters only.
- All lines and antennas specified below are manufactured by Andrew Corporation, Sinclair Technologies, Decibel Products, RFI or CommScope and can be described as typical. If you need additional information on these products, it is available in detail on their web sites or by contacting the manufacturer.
- NO MOUNTING HARDWARE OR ANTENNA EQUIPMENT should be quoted.

#### **TOWER DOCUMENT INFORMATION**

- Attachment A – Tower Loading Profiles (Hesker Hill, Hughesville)
- Attachment B – Geotechnical Reports (Hesker Hill, Hughesville)



## **TERMS AND CONDITIONS**

- **Warranty and Extended Maintenance**

Proposer is to clearly identify in a synopsis the details of the manufacturer's warranty for component items. A description of this warranty for each component that has a stand-alone warranty is to be included.

- **Warranty**

Proposer to provide a warranty including, at a minimum:

- a) Ten (10) year structural limited warranty
- b) One (1) year limited warranty for quality and workmanship of any services performed by Proposer.
- c) One (1) year limited warranty for equipment manufactured and/or installed by Proposer

## **REQUIRED SERVICES**

- **Implementation**

The County of Lycoming's designated Project Manager will coordinate implementation of the communications system upgrade. It is anticipated that for purposes of this RFP, the successful proposer shall have to deliver the components to the tower sites and perform the offload. The successful proposer will have to closely coordinate delivery schedules and offload requirements with the County's selected construction company and project manager.

## **PROPOSAL FORMAT**

### Section/Description

1. Letter of Conveyance, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2. Executive Summary.
3. Proposer certification that the tower was manufactured in the United States of America (USA) with 100% USA manufactured steel.
4. Exceptions to General Conditions Section.
5. Response to each section heading and/or numbered paragraph in Technical Specifications Section (including Appendices).
6. Explanation of "Exceptions" taken in (3) above. Note that any "clarifications" provided for sections or numbered paragraphs that have been asserted to be in compliance in (4) above will generally negate a "comply" statement; this will cause the Proposer to be judged non-compliant with that section or paragraph. This does not necessarily mean, however, that the proposal will be rejected.
7. Complete description of the proposed system hardware and software (if applicable).
8. Complete description of any recommended system hardware other than that proposed that the County of Lycoming must purchase.
9. Company description, qualifications to include: Dun & Bradstreet number, Federal IRS Number, and Bank reference.

10. At least 5 references of similar towers furnished with contact name, FAX, phone number, email address, address of customer, approximate date installed, and actual project timeline from award of contract through final equipment shipment to acceptance.
11. Proposed services, including implementation, documentation, and training. Ongoing technical support, warranty, maintenance that you recommend. Please take this opportunity to offer additional recommendations or services you would like to propose, please keep these separate from the basic proposal for fair comparison of proposals.
12. A project management proposal including overall project schedule from order acceptance to site delivery and off load and methodology which describes project tracking, reporting, resource planning, contingency plans, etc. If the proposer is a dealer and not a manufacturer it is their responsibility to provide this service.
13. Delivery schedule.
14. Completed Cost Sheets (see Section 6.1, Cost Elements), with comprehensive, itemized pricing for each element of the Proposers proposal and a summary of the total cost for all proposed elements. Both non-recurring and recurring (if any) costs shall be listed.
15. Resumes of key staff involved in the design, implementation, and management of the project.
16. The Proposer will attach a copy of the Technical Specifications Structural layout and guarantee the capacity of the tower.
17. Proposer must provide proof of having furnished a tower and materials substantially similar to the equipment they are proposing.
18. Non-Collusion Affidavit.

**SECTION 6**  
**PRICE PROPOSAL**

## PRICE PROPOPOSAL

**6.1 Cost Elements.** Services not specifically mentioned in this RFP, but are necessary to provide the functional capabilities described, shall be included as part of the cost elements. Bidders should utilize this table below to justify costs.

Description	Cost (\$)
<b>Hughesville Site</b>	
One (1) 250' communications tower and associated hardware, lighting and foundation design	\$
Shipping and off-loading	\$
<b>Subtotal, Hughesville Site</b>	\$
<b>Hesker Hill Site</b>	
One (1) 250' communications tower and associated hardware, lighting and foundation design	\$
Shipping and off-loading	\$
<b>Subtotal, Hesker Hill Site</b>	\$
<b>GRAND TOTAL, 2 TOWERS</b>	<b>\$</b>

The undersigned, as Bidder, hereby declares that the total project costs as indicated above, includes all necessary work to complete this project in full according to the general specifications contained in the ITB. Products and services not specifically mentioned, but are necessary to provide the functional capabilities shall be listed and included as part of the cost elements.

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

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

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Name of person submitting proposal: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**SECTION 7**  
**PROPOSAL FORM**

## PROPOSAL FORM

**Important note to Bidders:**

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

**This proposal is submitted to:**

Lycoming County Controller's Office  
Lycoming County Executive Plaza Building  
330 Pine Street, 2<sup>nd</sup> Floor  
Williamsport, PA 17701

**This proposal is submitted on \_\_\_\_\_, 20\_\_\_\_. This proposal is valid for 60 days from the date of the public opening of the proposals.**

**This proposal is submitted by:**

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

Company Address: \_\_\_\_\_

Main Telephone: \_\_\_\_\_ Main Fax: \_\_\_\_\_

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

Contact Name / Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**In the event your company is awarded a contract as a result of the RFP, the following individual will serve as project liaison/manager:**

Name / Title: \_\_\_\_\_

Office Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Receipt of Amendments (if applicable)**

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

Addendum No	_____	Date	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____

**Delivery Schedule**

Bidder commits that services will be completed no later than September 30, 2021.

**Proposal Pricing**

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

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

**Authorized Signature of Bidder**

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

Company Type (check one):

- Sole Proprietorship       Partnership       Corporation       Joint Venture

**Bidder attests that:**

1. He/she has thoroughly reviewed the County's RFP and that this proposal is submitted in accordance with the RFP requirements;

2. He/she are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the proposal for all contingencies.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal ID#

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
PO Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

**WITNESS:**

**COMPANY:**

\_\_\_\_\_  
Signature (see below)

\_\_\_\_\_  
Signature (see below)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Title (print)



**SECTION 8**

**NON-COLLUSION AFFIDAVIT**

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

## NON-COLLUSION AFFIDAVIT

Contract/Bid/Proposal \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

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

I state that:

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

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the County of Lycoming in awarding the contract(s) for which this 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 lack of responsibility.

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

Signature: \_\_\_\_\_

Title \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SECTION 9**  
**EXCEPTION FORM**

**EXCEPTION FORM**

<b>Section Number</b>	<b>Explanation</b>