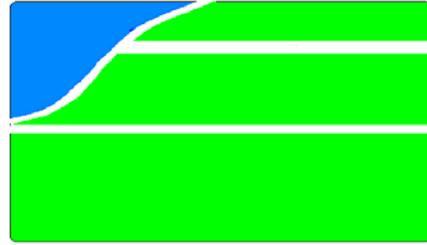




Resource Management Services



ATTENTION BIDDERS

COUNTY OF LYCOMING

**BIDDING DOCUMENTS
FOR**

COMSUMABLE ENERGY PRODUCTS

When bidders are either downloading a bid request from Lycoming County Resource Management Services' web site (www.lcrms.com /Business Information /Request for Bids) or receive a current copy from areas other than Lycoming County Resource Management Services' Landfill Site, bidders are required to contact Lycoming County Resource Management Services and place their company name on the bidders list. This will ensure that each bidder receives any and all addenda that may apply to the current bid package.

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

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

This bid request package contains the following documents:

1. Notice to Bidders.
2. Instruction to Bidders.
3. Terms and Conditions.
4. Consumable Energy Products General Bidding Specifications.
5. Total Cost Bid Forms.
6. Non-Collusion Affidavit.
7. This Agreement (Articles 1 to 7, inclusive).
8. General Information - Qualifications/Experience.

Legal Ad
Sun Gazette

To be run: November 4, and 8, 2016

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for Fluctuation Pricing for Consumable Energy Products for County departments and other eligible municipalities and/or governmental identities located within the County of Lycoming, in accordance with the specifications on file with the Chief Clerk at Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA or Lycoming County Resource Management Services, 447 Alexander Drive, Route 15, Montgomery, PA.

Bids will be received by the Controller of the County of Lycoming at her office, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 until 5:00 P.M., prevailing time on the 28th day of November 2016. Bids will be opened at 10:00 a.m. on the 29th day of November 2016 in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked "**Bid Package for Consumable Energy Products**". All bids shall remain firm price for 60 days after the date of bid opening. The County of Lycoming will purchase all bid items listed in the bidding document **ON AN AS NEEDED BASIS**.

All questions pertaining to this request for bids shall be directed to Mr. Duane R. Laylon LCRMS Purchasing Agent, Lycoming County Resource Management Services, P.O. Box 187, Montgomery, PA 17752, or by either E-mail at: duane.laylon@lcrms.com (preferred) or by phone at (800) 326-9571. The County reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid that they deem to be in the best interest of the County. **All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.**

COMMISSIONERS OF THE COUNTY OF LYCOMING

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

Attest:
Matthew A. McDermott, Chief Clerk

INSTRUCTIONS TO BIDDERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

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

1. Bid Deposit:

Bidders must furnish acceptable security as specified in these instructions.

2. Parties to Contract:

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

3. Definitions:

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

4. Submission of Bids:

- (A) All bids must be submitted, on the required bid form; must be signed by the respective bidder; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required support documentation, and Non-Collusion Affidavit, completed price schedule, and responses detailed in the Instruction to Bidders to the Controller Office, at her office, Lycoming County Executive Plaza Suite 201, 330 Pine Street, Williamsport, PA 17701. Bids are to arrive no later than 5:00 P.M., November 28, 2016. Late bids will not be accepted. Place “Bid for **Consumable Energy Products**” on the outside of the sealed envelope presented to the Controller.
- (B) Bids must be submitted in accordance with this Request for Bids.
- (C) Any and all documents required by this Request for Bids and/or contract that require a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require an embossed notary seal, a Notarization Affidavit, using the form attached, must be completed and submitted with the bid. Bids and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, will be rejected at the time of bid opening.

5. Examination of Bid Documentation:

- (A) Bidders shall CAREFULLY EXAMINE all documents in the solicitation and/or visit the each County site listed to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents WILL NOT RELIEVE the bidder of responsibility for same nor will extra payment or change order request be considered for conditions which could have been determined by examining the solicitation.
- (B) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents, including the specifications, and all requirements thereof. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents or by raising a question regarding requirements prior to submitting a bid.

5. Examination of Bid Documentation Continued:

- (C) The Bid Documents, Terms and Conditions, and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to Duane R. Laylon, P.O. Box 187, Montgomery, PA 17752 or by E-mail at duane.laylon@lcrms.com (preferred). 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.
- (D) Bids for supplies or services other than those specified will not be considered.

7. Preparation of Bids and Proposals Continued:

- (E) Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Lycoming County Board of Commissioners accepts, by Resolution, the bid/or proposal of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful bidder after contract award.
- (F) Time, if stated as a number of days, will be calendar days including Saturdays, Sundays and holidays. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day.
- (G) **Please place the “Bid Form” sheet as the top sheet of the bid package.**

8. Modification of Bids:

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

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

- (A) The County requires that a Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 PA.C.S.A. Section 4501.
- (B) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (C) Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (D) If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.

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

- (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.
- (A) 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:

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

16. Evaluation of Bids for Multiple Awards:

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

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

17. Bid Opening:

The following bid opening procedures will be followed

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

- (A) The County Controller, or his/her designated representative will read aloud the name and address of the bidder(s) and the bid amount(s).
- (B) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security (bond, certified check or cashier's check), non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the bidder in the County's sole discretion may be given 72 hours from the time of the bid opening in which to provide such information to the County.
- (C) The County has the right to waive any and all informalities.

18. Acceptance, Rejection, or Disqualification of Bids:

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

19. Execution of Contract:

- (A) The successful bidder must execute a written contract with the county in the form set forth in the solicitation immediately after award of the contract. If the successful bidder fails or refuses to execute the formal contract within 10 days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the county as liquidated damages, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreements, the contractors shall be prepared, upon written Notice of Bid Award, to commence work or supply product, goods, materials or equipment pursuant to the award on or before January 1, 2017.

20. Performance Bond **NOT APPLICABLE**:

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.

3. Definite Quantity Continued:

(D) 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 shall not be required to make any deliveries under this contract after December 31, 2018.

(E) **Emergency Orders.** In an emergency situation in which the County requires delivery in less than 2 days, and the contractor cannot provide the supplies within the emergency delivery period, the County has the option to purchase those supplies from another source with no penalty to either party.

4. Requirements (Ordered as Needed):

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

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

(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):

- (F) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and County's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after December 31, 2018.

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:

- (B) The Contractor shall carry insurance for contractor's liability, auto and truck, Worker's Compensation, Owner's Protective Liability, and Fire with extended coverage and Builder's Risk Insurance. The Successful Contractor (s) is required to submit written proof of insurance coverage naming the County of Lycoming as additional certificate holder within 10-days after the Notice of Award has been issued.

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

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

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 material 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 the service contract upon award.

(B) All supplies, products, equipment and/or material shall conform to the requirements of the Contract and the Technical Specifications.

(C) The County has the right to inspect and test all supplies, products, materials, and/or equipment called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.

(D) If any of the supplies, products, materials, and/or equipment does not conform to 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:

- (E) If the Contractor fails, within a reasonable time of notification of rejection, to provide conforming items and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) reduce the Contract price to reflect the reduced value of the nonconforming items, (2) by Contract or otherwise, procure items similar to those called for under the terms of the Contract and charge the contractor any cost incurred by the County that is directly related to the procurement of such conforming items, including re-procurement costs, or (3) terminate the Contract for default.
- (F) Any nonconforming supplies, materials, and/or equipment shall be removed by the Contractor immediately upon request by the County and at no expense to the County. If the Contractor fails to remove non-conforming items promptly the County may take appropriate action, as determined by the County to have the items removed, at the Contractor's expense.

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. Additions or Deductions:

The County shall have the right, without invalidating the purchase contract, to make additions to or deductions from the energy products, material and/or equipment listing covered by these specifications. The quantities of said items are estimated and used for comparison purposes and the actual quantities might be greater or less than the number stated. Additions or deductions will be in accordance with the unit price quoted in the bid documents. All additions or deductions will be implemented through a written change order signed by both parties. This action would also apply to all other County departments and facilities as required by the County. Each department and/or facility would have their own contact person and delivery schedule

In the event that the County of Lycoming requires the above-mentioned situation for addition of said items. When the County would require additional energy products, parts, materials and/or equipment that are not listed as part of the bid package and without invalidating the purchase contract, the vendor(s) would be required to furnish and deliver the additional energy products, materials, and/or equipment to the County, at the vendor's current standard retail price of said items. This situation would be in effect for the life of the contract. This action would also apply to all other County departments and facilities as required by the County. Each department and/or facility would have their own contact person and delivery schedule and delivery locations.

12. Liquidated Damages:

- (A) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the County as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$500.00.
- (B) Alternately, if delivery of performance is so delayed, the County may terminate this contract in whole or in part. In that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the County may reasonably obtain delivery or performance of similar supplies or services.
- (C) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.

13. Patented Items:

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

14. Permits:

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

15. Warranty of Materials or Supplies:

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

15. Warranty of Materials or Supplies Continued:

The Contractor will be given written notice of any breach of warranties under this Contract within 14 days after discovery of the defect during the term of the warranty. Within 7 days of notice, the Contractor may either replace any supplies or materials, or part thereof, that do not conform with the requirements of this contract or the Contractor may reimburse the County an amount equitable under the circumstances and agreeable to the Commissioners.

When return, correction or replacement is required, all transportation charges and responsibility for the supplies or materials while in transit shall be borne by the contractor.

Any supplies, materials, or part thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as the supplies and/or materials initially delivered. The warranty will be equal in duration to that listed above and shall run from the date of delivery of the corrected or replaced supplies or materials.

The rights and remedies of the County provided in this clause are in addition to and do not limit any rights afforded to the County by any other clause of this Contract or applicable commercial warranty offered by the Contractor, the original manufacturer, or any third party.

16. Option for Increased Quantity:

The County may increase the quantity of items called for in the schedule at the unit price specified. This option may be exercised by written notice to the contractor within 30 calendar days of contract award. Delivery of the added items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree.

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. The Process of Purchase Selection

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

If the vendor with the lowest purchase cost cannot supply the County with the the proper amount of gallons of the requested products, the County will select products from the next higher purchase cost offered by other vendors. This selection process may also vary depending on what location within and outside the County of Lycoming that the products will need to be delivered to.

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

Also if any bid products offered by vendors that are listed in the bid specifications are proven or deem to be inadequate by the County of Lycoming for use as fuel within County equipment and/or structures, these bid items will be disqualified from purchase by the County. Again, all purchases for the bid items listed in these bidding documents will be **ON AN AS NEEDED BASIS.**

19. Inspection of Services:

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

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

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

“Correction” is the elimination of a defect.

19. Inspection of Services Continued:

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

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

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

20. Inspection by the Commissioners' Representative:

1. Inspection of all Services may be made by the Commissioners, their duly appointed representative(s), or other inspector(s) or assistants designated by that representative. The Contractor will be notified as to the name(s) and responsibility of such individual(s).
2. The Contractor must notify the designated representative when all daily Services have been performed in conformity with the requirements of this Contract.
3. The designated representative will certify that the Contractor's services have been performed in conformity with the requirements of this Contract on an inspection report or daily inspection sheet. This inspection report or daily inspection sheet will be presented to the Contractor or his representative for signature. In the event that the Contractor or his representative are not present or refuse to sign the report, this will be noted on the inspection report or daily inspection sheet. Such reports will become a part of the Contract file.
4. This clause does not limit in any way the County's rights under clause 24 Inspection of Services.

21. County Furnished Property:

1. If so specified in the Schedule, the County shall deliver to the Contractor, for use in connection with and under the terms of this Contract, the County Furnished Property described in the Schedule or Specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the County Furnished Property.
2. The delivery or performance dates for this Contract are based upon the expectation that County Furnished Property suitable for use will be delivered to the Contractor at the time stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance date.
3. If County Furnished Property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the County Representative, detailing the facts and circumstances, and as directed by the County Representative, and at County expense, either repair, modify return or otherwise dispose of the Property. After completing the directed action and upon written request of the Contractor, the County shall make an equitable adjustment in contract price.
4. If County Furnished Property is not delivered to the Contractor by the required time, the County shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in contract price.

21. County Furnished Property Continued:

5. The County may, by written notice, decrease the County Furnished Property or substitute other property for that which is to be provided by the County under this Contract. The Contractor shall promptly take such action as the County directs regarding the removal, shipment, or disposal of the property covered in the notice.
6. The County shall retain title to all County Property furnished to the Contractor or purchased by the Contractor for the County under this Contract.
7. The County Furnished Property shall be used only for performing this Contract.
8. The Contractor shall be responsible and accountable for all County Furnished Property provided under this Contract. The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of any County Furnished Property in accordance with sound industrial practice.
9. Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, County Furnished Property upon its delivery to the Contractor. However, the Contractor is not responsible for reasonable wear and tear to such Property used or consumed in performing this Contract.
10. Upon completing this Contract, or at such earlier date as directed by the County, the Contractor shall submit to the County an inventory of all County Furnished Property, including quantity and condition, of each item furnished under this Contract. The County shall advise as to disposition of such Property. The net proceeds of the disposal of any such Property shall be credited to the Contract Price or shall be paid to the County.

22. Changes of Services:

1. The County may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 1. Description of Services.
 2. Time of performance of the Services.
 3. Place of performance of the Services.
 4. Method of shipments or packing of supplies.
 5. Place of delivery.

22. Changes of Services Continued:

2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the County shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the Contract if necessary. All County Department are eligible to use these contracted services.

23. Warranty of Services:

1. Notwithstanding inspection and acceptance by the County or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The County shall give written notice of any defect of non-conformance of the Contractor. This notice shall state either (1) that the Contractor shall correct or re-perform the defective or nonconforming services, or (2) that the County does not require correction or re-performance.
2. If the Contractor is required to correct or re-perform, it shall be at no cost to the County, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the County may, by contract or otherwise, correct or replace with similar services and charge the Contractor the cost occasioned to the County thereby or make equitable adjustment in the contract price.
3. If the County does not require correction or re-performance, the County may make an equitable adjustment in the contract price.

24. 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.

24 Default Continued:

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.

25 Termination:

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

26. 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.

27. Term and Start of Contract:

The term shall run for 24 months from January 1, 2017 to December 31, 2018. These contract(s) may be extended for a period of up to ten years by mutual agreement of both parties. The only pricing that would remain firm for transfer to the extension is the Differential pricing for each Consumable Energy Product for the Fluctuating pricing contract.

28. Pricing:

- A. **Pricing for successful Fluctuating bid packages are required to remain firm for the life of the Contract. All extra cost pertaining to fuel surcharges and other support costs are required to be included within the unit costs for each product requested.**

29. 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.

30. Submittal of Bidding Documents:

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

1. Bid Form
2. Non-Collusion Affidavit
3. General Information - Qualifications/Experience

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

31. 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.

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GENERAL BIDDING SPECIFICATION

The County is requesting Fluctuating pricing for Consumable Energy Products as listed below. The Consumable Energy Products being offered in Fluctuating Bid Price Schedule may be of the Branded or Unbranded type products. Differential Pricing for the Consumable Energy Products as listed in Bid Price Schedules A, B, and C shall include all delivery, overhead and profit cost for these products to be delivered to 3-different Tier Delivery Location areas as described later with the bid specifications. The type’s deliveries of Consumable Energy Products will include Truck Transport (5,000 gallons, minimum to 7,500 gallons, maximum) and Tank Wagon (200 gallons, minimum to 4,999 gallons, maximum).

SECTION A. CONSUMABLE ENERGY PRODUCTS, PRICING AND DELIVERY LOCATIONS SPECIFICATIONS FOR FLUCTUATING PRICING:

APPROXIMATE ANNUAL USAGE FOR THE YEAR OF 2015

The following listing of CEP gallon amounts pertains only To Tier-1 Primary Delivery Locations for the County of Lycoming. The CEP Bid Specification pertain to all three Bid Price Schedules.

Ultra Low Sulfur Diesel Fuel (ULSD); as per PCID 1056; Dated 3/26/13; this product shall comply with all Federal, State or Local Laws:	269,168.90	Gallons
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Grade Number 2 Heating Oil; the Department of Environmental Protection has stipulated that the maximum allowable Sulfur content for this product shall be 500ppm by weight or 0.5% by weight and this product shall comply with all Federal, State or Local Laws:	778.00	Gallons
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Cetane Number for diesel fuels shall be standard as to what is in the transportation pipeline.

Regular Unleaded Gasoline, with an 89 Octane rating and this product shall comply with all Federal, State or Local Laws:	9,988.50	Gallons
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Unleaded Gasoline shall be in accordance with ASTM D4814, latest issue; and is required to have Antiknock Index of 89 minimum and be adjusted for seasonal usage and locality in accordance within the recommendations in ASTM D4814. In addition all fuels shall contain an effective Port Fuel Injector Detergent Dispersant Package with the correct concentration to maintain the proper volume flow of fuel through fuel injectors.

SECTION A FLUCTUATING PRICING SPECIFICATIONS CONTINUED:

The Differential Pricing for the diesel fuel, number-2 heating oil and gasoline products listed within these specifications that will be submitted by each bidder shall be fluctuating pricing for a 24-month time period. The Differential Pricing is defined as the dollar amount per gallon that includes all delivery, overhead and profit costs required by each vendor to deliver each product. Governmental entities are exempt from federal and state excise taxes. Other taxes such as Leaking Underground Storage Tank (LUST) tax and fees such as the National Oilheat Research Alliance (NORA) fee are acceptable but must be part of the each bidder's differential pricing. No other fess, surcharges, or taxes are acceptable as either a separate line item or exceptions.

Bidders shall submit bid packages based on the pricing contained within the Oil Price Information Service Petroleum Prices (OPIS) for each energy product requested from the average rack price for Harrisburg PA posting. When required by the County or any other eligible municipalities, each successful bidder(s) will be required to submit OPIS documentation verifying the current rack pricing from the Harrisburg PA posting for each product requested at the time and date of delivery for each product.

TIER-1: PRIMARY DELIVERY LOCATIONS FOR THE COUNTY OF LYCOMING:

Each County department would have their own contact person and delivery location. All deliveries are required to be made with either a Truck Transport or Tank Wagon that is equipped with a pump to unload the product. This section will also include product type, number and sizing of product storage tanks and delivery port sizing. These delivery locations will be utilized by the County ON AN AS NEEDED BASIS. The final awarded price listing for Bid Price Schedule A will only be used by the County of Lycoming.

Lycoming County Resource Management Services (LCRMS)

447 Alexander Drive Highway Route 15

Montgomery, PA 17752

Contac Person: Brian J. Mull, Assistant Manager of Support Services

Phone Number: (570) 547-2470

1- 12,000 gallon tank with 4 inch delivery port; product type- ULSD

1- 3,000 gallon tank with 2 inch delivery port; product type – ULSD

1- 1,000 gallon tank with 2 inch delivery port; product type – ULSD

1- 1,000 gallon tank with 2 inch delivery port; product type - Gasoline

LCRMS TUB GRINDING OPERATION:

Also be advised, that there are currently 15-delivery locations for the ongoing Tub Grinder Operation located within the County of Lycoming that would require Tank Wagon deliveries of 500 gallons of diesel fuel for a Morbark 1300 Tub Grinder, which would be on an as needed basis; 2 to 3 times a week depending on hours of operation of said equipment at the above-mentioned locations.

TIER-1 PRIMARY DELIVERY LOCATIONS FOR THE COL CONTINUED:

Lycoming County Farm Complex

59 Beach Road

Montoursville, PA 17754

Contact Persons: Larry Beach

Phone Number: (570) 433-3575

1- 500 gallon tank with 2 inch delivery port; product type - ULSD

1- 500 gallon tank with 2 inch delivery port; product type – Gasoline

1- 275 gallon tank with 1 ½ delivery port; product type – Number 2 Fuel Oil

Pre-Release Center

546 County Farm Road

Montoursville, PA 17754

Contact Person: Ken George

n

Phone No: (570) 433-3280

1- 10,000 gallon tank with 4 inch delivery port; product type – Number 2 Fuel Oil.

Department of Public Safety

542 County Farm Road, Suite 101

Montoursville, PA 17754

Contact Person: Ken George

(570) 327-2474

4- 275 gallon tanks with 1 ½ delivery port; product type – Number 2 Fuel Oil

Fill locations is on the west side wall of the first indentation at rear of the building

Lysock Building

542 County Farm Road,

Montoursville, PA 17754

Contact Person: Ken George

(570) 327-2474

3- 275 gallon tanks with 1 ½ delivery port; product type – Number 2 Fuel Oil

Fill location is on west side wall of the second indentation at rear of building

MAILING ADDRESS FOR THE PRE-RELEASE CENTER, DEPARTMENT OF PUBLIC SAFETY AND LYSOCK BUILDING:

County of Lycoming

Attention: Maintenance Department

48 West Third Street

Williamsport, PA 17701

TIER-2: SECONDARY DELIVERY LOCATIONS WITHIN THE COUNTY OF LYCOMING:

These delivery locations would pertain to any additional eligible municipality and/or other governmental identities. Each Tier-2 delivery location will have its own contact person and are required to be within the County of Lycoming's boundary as stated earlier within this document. All deliveries are required to be made with either a Truck Transport or Tank Wagon that is equipped with a pump to unload the product. The Differential Pricing information as stated earlier would also apply to each eligible local municipality and/or other governmental identities located within the County of Lycoming. This would include but not limited to the following: townships, boroughs, local cities and school districts. Be advised that eligible municipalities and/or other governmental identities would only be able to make piggyback purchases thru the BID PRICE SCHEDULE B FOR TIER-2 SECONDARY DELIVERY LOCATIONS final awarded price listings.

TIER-3: DELIVERY LOCATIONS OUTSIDE THE COUNTY OF LYCOMING:

The Tier-3 delivery locations pertain to the LCRMS's ongoing Tub Grinding Operation located outside the County of Lycoming's boundaries. These locations will require Tank Wagon deliveries of 500 gallons of diesel fuel for a Morbark 1300 Tub Grinder that would be on an as needed basis, with minimum deliveries of 2 to 3 times a week depending on hours of operation of said equipment. The following information pertains to the additional County's and the number of current delivery locations within each County that the ongoing Tub Grinding Operation that operates within. Bradford County has 1-delivery location; Centre County has 5-delivery locations; Columbia County has 1-delivery location; Northumberland County has 2-delivery locations; Snyder County has 5-delivery locations; and Union County has 6-delivery locations. The final awarded price listing within Bid Price Schedule C would only be used by the County of Lycoming.

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TOTAL COST BID FORM

Bid for: Consumable Energy Products Fluctuating Pricing:

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

This bid is submitted by: _____
Name of Bidder

This bid is submitted on: _____
Date

i. The undersigned bidder agrees, if this bid is accepted, to enter into an agreement with the County in the form included in the Contract Documents to perform and furnish all equipment, labor, materials, services, goods, or products, hereafter referred to as “work”, as specified or indicated in the Contract Documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

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

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

TOTAL COST BID FORM

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

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

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

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

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

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

TOTAL COST BID FORM

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

4. Bidder will complete the Work for the prices contained in the Bid Price Schedule attached to this Bid Form.
5. The following documents are attached to and made a condition of this Bid Form:

5.1 Required bid security in the form of:

5.2 Notice to Bidders

5.3 Instruction to Bidders

5.4 Terms and Conditions

5.5 Consumable Energy Products General Bid Specifications

5.6 Total Cost Bid Form.

5.7 Non-Collusion Affidavit

5.8 General Information Qualification/Experience

6. Communications concerning this bid shall be addressed to:

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

TOTAL COST BID FORM

BID PRICE SCHEDULE A FOR TIER-1 PRIMARY DELIVERY LOCATIONS:

BID ITEM NUMBER 1:

ULTRA LOW SULFUR DIESEL FUEL – TRUCK TRANSPORT (5,000 GAL. MIN. TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

BID ITEM NUMBER 2:

ULTRA LOW SULFUR DIESEL FUEL – TANK WAGON (200 GAL. MIN TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

THIS VENDOR WOULD BE SUPPLYING ULTRA LOW SULFUR DIESEL FOR THE DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE:_____

**BID PRICE SCHEDULE A FOR TIER-1 PRIMARY DELIVERY LOCATIONS
CONTINUED:**

BID ITEM NUMBER 3:

GRADE NUMBER 2 FUEL OIL – TRUCK TRANSPORT (5,000 GAL. MIN TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

BID ITEM NUMBER 4:

GRADE NUMBER 2 FUEL OIL – TANK WAGON (200 GAL. MIN. TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

THIS VENDOR WOULD BE SUPPLYING ULTRA LOW SULFUR DIESEL FOR THE DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE:_____

**BID PRICE SCHEDULE A FOR TIER-1 PRIMARY DELIVERY LOCATIONS
CONTINUED:**

BID ITEM NUMBER 5:

REGULAR UNLEADED GASOLINE-89 OCTANE RATING – TRUCK TRANSPORT
(5,000 GAL. MIN TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LCOATIONS:

JANUARY 2017 TO DECEMBER 2018 \$ _____ PER GAL.

BID ITEM NUMBER 6:

REGULAR UNLEADED GASOLINE-89 OCTANE RATING – TANK WAGON
(200 GAL. MIN TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-1 PRIMARY DELIVERY LCOATIONS:

JANUARY 2017 TO DECEMBER 2018 \$ _____ PER GAL.

THIS VENDOR WOULD BE SUPPLYING REGULAR UNLEADED GASOLINE FOR THE
DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY
ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE: _____

BID PRICE SCHEDULE B FOR TIER-2 SECONDARY DELIVERY LOCATIONS:

BID ITEM NUMBER 7:

ULTRA LOW SULFUR DIESEL FUEL – TRUCK TRANSPORT (5,000 GAL. MIN. TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____ PER GAL.

BID ITEM NUMBER 8:

ULTRA LOW SULFUR DIESEL FUEL – TANK WAGON (200 GAL. MIN. TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____ PER GAL.

THIS VENDOR WOULD BE SUPPLYING ULTRA LOW SULFUR DIESEL FOR THE DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE: _____

**BID PRICE SCHEDULE B FOR TIER-2 SECONDARY DELIVERY LOCATIONS
CONTINUED:**

BID ITEM NUMBER 9:

GRADE NUMBER 2 FUEL OIL – TRUCK TRANSPORT (5,000 GAL. MIN. TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LCOATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

BID ITEM NUMBER 10:

GRADE NUMBER 2 FUEL OIL – TANK WAGON (200 GAL. MIN. TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$_____PER GAL.

THIS VENDOR WOULD BE SUPPLYING ULTRA LOW SULFUR DIESEL FOR THE DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE:_____

**BID PRICE SCHEDULE B FOR TIER-2 SECONDARY DELIVERY LOCATIONS
CONTINUED:**

BID ITEM NUMBER 11:

REGULAR UNLEADED GASOLINE-89 OCTANE RATING – TRUCK TRANSPORT
(5,000 GAL. MIN TO 7,500 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LCOATIONS:

JANUARY 2017 TO DECEMBER 2018 \$ _____ PER GAL.

BID ITEM NUMBER 12:

REGULAR UNLEADED GASOLINE-89 OCTANE RATING – TANK WAGON
(200 GAL. MIN TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-2 SECONDARY DELIVERY LCOATIONS:

JANUARY 2017 TO DECEMBER 2018 \$ _____ PER GAL.

THIS VENDOR WOULD BE SUPPLYING REGULAR UNLEADED GASOLINE FOR THE
DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY
ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE: _____

BID PRICE SCHEDULE C FOR TIER-3 OUT OF COUNTY DELIVERY LOCATIONS

BID ITEM NUMBER 13:

ULTRA LOW SULFUR DIESEL FUEL – TANK WAGON (200 GAL. MIN. TO 4,999 GAL. MAX.)

24 MONTH DIFFERENTIAL PRICE FOR TIER-3 OUT OF COUNTY DELIVERY LOCATIONS:

JANUARY 2017 TO DECEMBER 2018 \$ _____ PER GAL.

THIS VENDOR WOULD BE SUPPLYING ULTRA LOW SULFUR DIESEL FOR THE DURATION OF THE CONTRACT THAT HAS BEEN REFINED BY:

THIS VENDOR FURTHER AGREES TO NOTIFY THE COUNTY OF LYCOMING IF THEY ACQUIRE THIS PRODUCT FROM A DIFFERENT SOURCE.

AUTHORIZED SIGNATURE: _____

DIESEL FUEL ACCESSORIES

BID ITEM NUMBER 14: ADD ON FOR 60/40 FOR ULSD AND NRLM: \$+ _____ PER
PRICE PER GALLON ADD ON FOR DURATION OF CONTRACT GAL

BID ITEM NUMBER 15: ADD ON FOR 70/30 FOR ULSD AND NRLM: \$+ _____ PER
PRICE PER GALLON ADD ON FOR DURATION OF CONTRACT GAL

BID ITEM NUMBER 16: ADD ON FOR DYE FOR ULSD: \$+ _____ PER
PRICE PER GALLON ADD ON FOR DURATION OF CONTRACT GAL

(SEE NEXT PAGE FOR REQUIRED SIGNATURE
BLOCK SHEET FOR BID PACKAGE)

TOTAL COST BID FORM
A COMPLETED SIGNATURE
BLOCK SHEET IS REQUIRED
WITH EACH BID PACKAGE

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

PHONE NUMBER: _____

CELL PHONE: _____

E-MAIL ADDRESS: _____

DATE BID WAS SUBMITTED BY VENDOR: _____

DATE BID WAS ACCEPTED BY COUNTY FOR REVIEW: _____

NAME AND TITLE: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- (A) Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 62 PA. C.S.A., Section 4501, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (B) Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.
- (C) Bid rigging and other efforts to restrain competition, and the making of false sworn statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
- (D) In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- (E) The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- (F) Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Bid/Contract/Proposal For: _____

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

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

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

I state that:

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

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

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

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

(5) _____, its affiliates,
(Name of Contractor)
subsidiaries, officers and directors and employees are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, within the last three (3) years, except as follows:

NON-COLLUSION AFFIDAVIT CONTINUED

I state that _____ understands and
(Name of Contractor)

acknowledges that the above representations are material and important and will be relied on by the County of Lycoming in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Lycoming of the true facts relating to the submission of proposals for this contract.

A statement in this Affidavit that a person has been convicted or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract within the last three years, does not prohibit the County of Lycoming from accepting a proposal form or awarding a contract to that person, but may be grounds for administrative suspension or debarment in the discretion of the County under its rules and regulations, or may be grounds for consideration on the question of whether the County should decline to award a contract to that person on the basis of a lack of responsibility.

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

Sworn to and subscribed before me

this ____ day of _____, 20 __.

Notary Public

My Commission Expires:

FORM OF AGREEMENT

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

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

Article 1. WORK

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

Supplying and delivery of Consumable Energy Products to the County of Lycoming at the different delivery locations points as described within the contract documents.

Article 2. CONTRACT TIME

This contract shall be for a period of two year from January 1, 2017 to December 31, 2018. This contract may be extended for a period of up to ten years by mutual agreement of both parties. If the County and vendor do agree to extend this contract, The only price that would remain firm for transfer to the extension is the Differential pricing for each Consumable Energy Product.

Article 3. CONTRACT PRICE

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

Article 4. PAYMENT PROCEDURES

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

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor is aware of the general nature of Work to be performed by County and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

Article 6. CONTRACT DOCUMENTS.

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

- 6.1 Notice to Bidders.
- 6.2 Instructions to Bidders.
- 6.3 Terms and Conditions.
- 6.4 Consumable Energy Products General Bidding Specifications.
- 6.5 Total Cost Bid Forms.
- 6.6 Non-Collusion Affidavit.
- 6.7 This Agreement (Articles 1 to 7, inclusive).
- 6.8 General Information - Qualifications/Experience

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

Article 7. MISCELLANEOUS

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

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

COUNTY OF LYCOMING

R. Jack McKernan, Chairman

ATTEST:

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairperson

Richard Mirabito, Secretary

If CONTRACTOR is:

An Individual:

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No. _____

Witness _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No. _____

Witness _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

Attest _____ (SEAL)
(Secretary)

Business address: _____

Date of Qualification to do business is: _____

Phone No. _____

A Joint Venture

By _____
(Name)

By _____
(Name)

(Address)

By _____
(Name)

(Address)

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

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 County of Lycoming, the bidder would be required to submit a copy of your most current financial statement.
8. Experience - list the three major vendors which your company has supplied and delivered consumable energy products to over the past five (5) years.

VENDOR NAME & ADDRESS,
CONTACT PERSON

PHONE NUMBER & E-MAIL ADDRESS

If Individual:

If Partnership:

Name: _____

Partners:

If Corporation:

Name: _____

Others:

Name: _____

Authorized Person: _____

ATTEST:
