



COUNTY OF LYCOMING

**Lycoming County Executive Plaza
330 Pine Street, Suite 401
Williamsport, PA 17701
Tel: (570) 327-6746
Fax: (570) 320-2111
Email: mtoon@lyco.org**

INVITATION TO BID (ITB) FOR BREAD PRODUCTS

Bidders may download proposals by going to www.lyco.org and clicking on Top 10 Links, Request for Bids/Proposals and County Central Purchasing. All bidders are required to contact the Lycoming County Chief Procurement Officer and place their company name on the bidders' list. This will ensure that each bidder receives any and all addenda that may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate bid, which may be disqualified by the County.

Issued on: October 28, 2016
Final Date for Written Questions: November 14, 2016
Due Date: December 2, 2016

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SECTION 1

NOTICE TO BIDDERS

Legal Ad
Sun Gazette
To Be Run: October 28th & October 31st

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for: Bread Products. Bids are due by **Friday, December 2, 2016, at 5:00 P.M. EST.** Bids will be opened on **Tuesday, December 6, 2016, at 10:00 A.M. EST** in the Commissioners' Meeting Room, Lycoming County Executive Plaza Building.

Bids shall be mailed or delivered to the Lycoming County Controller's Office, Lycoming County Executive Plaza Building, 330 Pine Street, 2nd Floor, Williamsport, PA 17701. Bids must be enclosed in a sealed envelope and marked "**ITB for Bread Products**".

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

Questions regarding this Invitation to Bid shall be directed to Mya Toon, Chief Procurement Officer, at (570) 327-6746 or mtoon@lyco.org.

Bidders may download proposals by going to www.lyco.org. Then, click on Top 10 Links and Request for Bids/Proposals.

The Lycoming County Board of Commissioners reserve 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 as they deem to be in the best interest of the County.

COUNTY OF LYCOMING

R. Jack McKernan
Tony R. Mussare
Richard Mirabito

Attest:
Matthew A. McDermott
Chief Clerk

SECTION 2

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

DEFINITIONS

- a) *Bidder:* A firm, individual, or corporation submitting a bid in response to this ITB.
- b) *Addendum:* A written change, addition, alteration, correction or revision to a bid or contract document.
- c) *Contractor/Vendor:* The party in the contract responsible performing the service defined in the contract.
- d) *Contract Documents:* Consist of the Agreement between the County and the Contractor, 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 Agreement, and modifications issued after execution of the contract.
- e) *Contract:* Refers to the contract documents, which form the contract. The contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representatives, or Agreements, either written or oral, including the solicitation and bid documents. The contract may be amended or modified only by a written modification.
- f) *Invitation to Bid:* All documents, whether attached or incorporated by reference, used to solicit competitive sealed bids.
- g) *Solicitation:* Refers to and includes the ITB, the Instructions to Bidders, the Schedule, the Terms and Conditions, other bid documents and all attachments etc., issued with the ITB together with any and all addenda, errata, and bulletins applying thereto which may, as required, be issued prior to bid opening.

PARTIES TO CONTRACT

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

The terms “successful Bidder”, “Vendor” and “Contractor” may be used interchangeably throughout this document.

INTENT

- a) It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Bread Products to the County of Lycoming (hereinafter "County"), through sealed bids.
- b) The County is seeking to identify and select one (1) or two (2) Vendors to perform the work as listed above. The selected Vendor(s) shall perform work in accordance with the General Specifications and the ITB.
- c) The Lycoming County Board of Commissioners reserve 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 as they deem to be in the best interest of the County.

BIDDERS' RECEIPT OF THE ITB PACKAGE

- a) The County's Purchasing Department and the Controller's Office are the sole authorities to provide the ITB package to interested companies or individuals. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package.
- b) Bidders who have received the ITB package from a source other than the County's Purchasing Department, the Controller's Office, or who have downloaded the ITB package from the County's website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the ITB such as Amendments and Clarifications.

ISSUING OFFICE AND INQUIRIES

- a) This Invitation to Bid (ITB) is issued by Lycoming County Purchasing Office on behalf of Lycoming County Commissioners. All inquiries, clarifications, or interpretations regarding this ITB shall be submitted in writing to mtoon@lyco.org and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this ITB should check the website before responding to this ITB.
- b) Responses to inquiries that affect the content of this ITB will be provided in writing to all recipients of the ITB. It is the responsibility of each Bidder to inquire about any aspect of the ITB that is not fully understood or is believed to be susceptible to more than one interpretation. The County will accept only written inquiries regarding this ITB until Monday, November 14, 2016, in order for a reply to reach all Bidders before the bid closes. Any information given to a prospective bidder concerning an ITB will be furnished to all prospective bidders as an Addendum to the ITB if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

- c) Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids.

IMPORTANT DATES

Issue Date:	October 28, 2016
Final Date for Written Questions:	November 14, 2016
Deadline for Submitting Bids:	December 2, 2016
Opening of Bids:	December 6, 2016
Selection of Vendor (tentative):	December 15, 2016
Anticipated Contract Award (tentative):	January 1, 2017

PREPARATION OF BIDS

The County is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this ITB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the County.

SUBMISSION AND RECEIPT OF BIDS

- a) Bids must be enclosed in a sealed, opaque envelope or other container. The outside of the envelope shall be clearly marked, "ITB for Bread Products."
- b) Bids must be received by Lycoming County no later than Friday, December 2, 2016, 5:00 P.M. EST. Late bids shall not be accepted. The County shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the County. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:

Lycoming County Controller's Office
Lycoming County Executive Plaza
330 Pine Street, 2nd Floor
Williamsport, PA 17701

- d) **Bidders shall furnish and submit all bids in accordance with the instructions contained in this ITB package.**
- e) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, 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.
- f) The County has the right to waive any and all informalities.

BID MODIFICATIONS

Bids can not be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the bidder to disqualification. The County reserves the right to request information or respond to inquiries for clarification purposes only.

BID WITHDRAWAL

Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw his/her bid, must submit the purpose for withdrawal in writing to the County Chief Procurement Officer before the bid opening deadline. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

ADDENDA

- a) Any explanation desired by a proposer regarding the meaning, clarification or interpretation of the ITB must be requested in writing no later than 5:00 P.M. EST on Monday, November 14, 2016. Lycoming County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website (www.lyco.org) under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.
- b) Receipt of the Addendum should be acknowledged in the proposal. Although the Chief Procurement Officer will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure all applicable addenda prior to proposal submittal.

BID EXAMINATION

- a) 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.
- 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 of the ITB. 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 raising a question regarding requirements prior to submitting a bid.

EVALUATION OF BIDS

- a) Bids will be evaluated in accordance with the required specifications as listed in this ITB. At the County's discretion, a bid 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, bids 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.
- b) The County reserves the right to award a single contract for the total requirement of the ITB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the County.

REJECTION OR DISQUALIFICATION OF BIDS

- a) A bid 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.
- b) The County reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.
- 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.
- d) Issuance of this ITB 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 bids submitted and/or cancel this solicitation if it is determined to be in the best interest of the County.
- e) **Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and their bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**
- f) **The Lycoming County Board of Commissioners reserve 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 as they deem to be in the best interest of the County**

SUBMISSION OF SAMPLES

- a) When samples are required to be supplied, they must be supplied within three (3) 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) Samples submitted shall become the property of the County(s). Bidder shall bear the costs of providing the required samples.
- c) The County reserves the right to: (a) request additional samples of the product; (b) conduct in-house testing of the product; or (c) perform tests of the product, including destructive tests that would indicate the product's performance under actual County usage conditions, in order to completely evaluate the product and make a determination as to its compliance with the specifications.

PROOF OF PRODUCT EQUIVALENCY

- a) When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially for the same quality, style and features are invited unless items are marked “No Substitute.”
- b) It shall be the bidders’ 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 and become a part thereof for evaluation at no charge to the County.

USE OF BID FORMS

- a) The Bid shall be made on the bid forms included in this ITB and all applicable blanks on such forms shall be filled in. The forms to be included in the bid are: Bid Form, Bid Price Schedule, Form of Agreement, Non-Collusion Affidavit, and Exception Form (if applicable). **A Bidder’s failure to submit proper documentation may result in the County’s rejection of the bid.**
- b) Any and all documents required by the ITB 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 bid. Bids and required documentation submitted without the embossed seal and without the Notarization Affidavit, as applicable, may be rejected at the time of bid opening.
- c) 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.
- d) Bids for supplies or services other than those specified or approved will not be considered.

NON-COLLUSION AFFIDAVIT

- 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. §4501 et seq.
- b) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- c) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

- d) If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- e) The term “complementary bid” as used in the Affidavit has meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
- f) Failure to file a Non-Collusion Affidavit in compliance with these instructions will result in disqualification of the bid.

AWARD OF BID

- a) Award of any bid is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners.
- b) The County will award the contract(s) to the lowest and best responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within 60 days of the opening of the bids. Submitted bids 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 bids or parts thereof, or to accept such bid as they deem to be in the best interest of the County.
- c) An official letter of acceptance will be forwarded by the County to the successful bidder after bid selection and prior to contract award.

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 ITB and addenda, (b) the selected bid (response to the ITB 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.

EXECUTION OF CONTRACT

- a) 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 the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

SECTION 3

TERMS & CONDITIONS

TERMS & CONDITIONS

DEFINITIONS AND HEADINGS

- | | | |
|----|---|---|
| a) | <i>County / County of Lycoming
Vendor / Contractor:</i> | The parties identified as such in this Agreement. |
| b) | <i>Services:</i> | The work identified in this ITB as to be performed by Vendor under the ensuing contract. |
| c) | <i>Goods:</i> | The equipment or items identified in this ITB as to be supplied by Vendor under the ensuing contract. |
| d) | <i>Work:</i> | The required services and required goods. |

TERM OF CONTRACT

- a) The contract, which results from the award of this ITB, shall commence on January 1, 2017 and terminate on June 30, 2017.

OPTION TO EXTEND CONTRACT PERIOD

- a) 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.

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.

AMENDMENTS AND MODIFICATIONS OF CONTRACT

The contract between the County and the Vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

TERMINATION

- a) The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days

prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the County for such Goods or Services, but in no event shall Vendor be entitled to recover loss of profits.

- b) In the event that either the Vendor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

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.

EXCEPTIONS

A Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this ITB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this ITB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this ITB 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.

TIME OF PERFORMANCE

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods and/or services pursuant to the award on January 1, 2017.
- a) The Contractor shall deliver goods and/or services on the date of commencement as defined above and achieve substantial completion on June 30, 2017.
- b) The Contractor must comply with the time of performance.

EMERGENCY ORDERS

In an emergency situation in which the County requires delivery in less than two (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.

LIQUIDATED DAMAGES

- a) In the case of default by the successful Bidder(s) in failing to supply goods or perform services in conformance with the requirements of the contract resulting from this ITB, the County may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting there from.
- b) 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, per calendar day for each and every day of delay as liquidated damages five hundred dollars (\$500.00).
- c) This Article shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.
- d) 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.

QUANTITIES

- a) When the quantity is identified as “estimated”, it shall be understood and agreed that quantities listed are estimates only and the precise quantities of goods and/or services cannot be determined during the contract term and such goods and/or services shall ordered on an as needed basis. That fact shall not constitute the basis for any equitable price adjustment.
- b) When the quantity is identified as “definite”, it shall be understood and agreed that quantities listed are definite and such goods and/or services shall be delivered of a definite quantity during the contract term.
- c) Except for any limitations on quantities, 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.
- d) 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 goods and/or services specified 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.

- e) If the County urgently requires delivery of goods and/or services 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 urgent required goods and/or services from another source.
- f) An 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 June 30, 2017.

OPTION FOR INCREASED QUANTITY

The County may increase the quantity of items called for at the unit price specified. This option may be exercised by written notice to the Vendor. 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.

CHANGES OF SERVICES

- a) 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.
- b) 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 price, the delivery schedule, or both, and shall modify the contract if necessary.

PRICING

- a) The successful Bidder warrants the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of sixty (60) days from the date of the bid opening. Once an award is made and a contract is in place, prices shall remain firm and fixed for the entire contract period. If your bid includes price increases over the term of the contract, such increases must be clearly indicated in the Bid Price Schedule.

- b) All bid prices must include freight.

DELIVERY

Unless specified otherwise, deliveries will be F.O.B. Destination.

PAYMENT

- a) 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.
- b) 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. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later.

ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the County.

COMPLIANCE WITH LAWS

In the performance of the contract, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity and Non-Discrimination. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.

GOVERNING LAW

The contract between the County and the Vendor shall be governed in accordance with the laws of the State of Pennsylvania.

EVIDENCE OF FINANCIAL STANDING

After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the County. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

INSPECTION AND REJECTION

Services and/or goods received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Services and/or goods that are discovered to be non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remedy services and/or goods without expense to the County. If the Vendor fails, neglects or refuses to do so, the County shall then have the right to obtain such services and/or goods from another source and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due to the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

INDEPENDENT CONTRACTOR AND INDEMNITY

The Vendor shall act as an independent contractor and not as an employee of the County. Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this ITB.

FORCE MAJEURE

If the County, in its reasonable discretion, determines that the Force Majeure event is likely to delay Contractor's performance for more than thirty (30) days, the County reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to the County's obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

EVIDENCE OF INSURANCE

- a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract, resulting from this ITB, the below insurance. The requirements are applicable to any and all subcontracts and subcontractors performing work under this contract.

Coverage	Limits of Liability
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

- b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the County of Lycoming, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the County. Such certificate shall be issued to: County of Lycoming, Attn: Mya Toon, 48 West Third Street, Williamsport, PA 17701
- c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

TAX EXEMPTION

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County’s registration number with the Internal Revenue Service is 24-6000733. Net prices shown in the bid shall exclude such Federal and State taxes.

SUBMITTAL DOCUMENTS

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

1. Bid Form
2. Bid Price Schedule
3. Form of Agreement
4. Non-Collusion Affidavit
5. Exception Form (if applicable)
6. Addenda Number(s) (if applicable)

SECTION 4

GENERAL BID SPECIFICATIONS

GENERAL BID SPECIFICATIONS

FOR BREAD PRODUCTS

A. It is the County's intention to multiple Vendors to supply all bread products. Products will be awarded 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 is considered to be the most economical and in the County's best interest.

B The contract is anticipated to commence on January 1, 2017, and expire on June 30, 2017, with the option to extend the Contract for up to six (6) months upon the same terms and conditions and by mutual agreement by both parties.

C. Unless otherwise provided in the specifications, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

D. The quantity is identified as "estimated" or as "more or less" it shall be understood and agreed that quantities listed in the Schedule are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the County be responsible for ordering/paying for the resulting difference.

E. All items will be ordered as needed. The minimum order to be delivered to each facility is \$500.

F. Awarded vendors must provide weekly pricing on fresh commodities. This includes but not limited to meats, fruits, vegetables, etc.

G. All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected if such provisions are not consistent with a common standard against which all bids may be judged.

PRICES:

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary.

The pricing policy that you choose to submit must address the following concerns:

1. The structure must be clear, accountable, and auditable.
2. It must cover the full spectrum of services required, including delivery.
3. Costs and compensation must be consistent with the rates established as a result of this Bid and will be issued in the contract.

BILLING/SHIPPING:

- A. Monthly invoices shall consist of the following information:
 - 1. The absolute cost of bread broken down by each County Facility;
 - 2. The total monthly cost

- B. The successful vendor is required to “Bill as Shipped” directly to:

Lycoming County Prison
Attn: Kevin DeParlos
277 West Third Street
Williamsport, PA 17701

Lycoming County Pre-Release Center
Attn: Karen Miller
546 County Farm Road
Montoursville, PA 17754

- C. Monthly statement will be broken down by invoice and mailed to each County facility.

ORDER REPLACEMENT:

The vendor shall e-mail or mail the monthly food quote sheet to designee by a designated date and time. Orders will be placed by each County facility in person or by phone at their facility by 1:00 P.M. every Monday prior to the delivery date, except during an emergency. For security purposes, all individuals entering the facilities will be searched and screened.

ORDERS AND DELIVERIES:

- A. Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted, per line item.

- B. All products shall be delivered and unloaded by the vendor.

- C. All orders are to be delivered on Wednesday of every week.

- D. All deliveries are to be F.O.B point of delivery to:

Lycoming County Prison
277 West Third Street
Williamsport, PA 17701

Lycoming County Pre-Release Center
546 County Farm Road
Montoursville, PA 17754

- E. The total minimum order to be delivered to each facility is \$500:
County Prison = \$500
Pre-Release Center = \$500
- F. In an emergency situation in which the County requires delivery in less than 2 days and the contractor cannot provide the goods within the emergency delivery period; the County has the option to purchase those goods from another source with no penalty to either party.
- G. Delivery schedules that fall on a holiday will be made the following business day.
- H. Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

SHELF LIFE:

After delivery to the County, semi-perishable items shall have a minimum of 7 days shelf life remaining; non-perishable items shall have a minimum of 30 days shelf life remaining.

CREDIT:

A credit or replacement will be issued for damaged or unacceptable bread. All such transactions are to be worked out with each designee. Replacement or damaged or unacceptable bread will be made no later than the next delivery date.

INSPECTION:

Upon or after delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Rejected product must be picked up no later than the next delivery date.

SITE SECURITY:

- A. In order for the Prison and Pre-Release Center to ensure security on the premises, the vendor may be required to submit a list of any and all proposed delivery, other personnel or passengers who will enter any County site under or in connection with this contract. The attached "Short Form Personnel Background Check" is attached hereto. Unapproved personnel will not be permitted on-site at any County facility. It shall be the awarded vendor's responsibility to continuously update this information as necessary for the life of the contract. Personnel must be cleared by each facility prior to award of the contract.
- B. The following items are prohibited from being brought onto the facilities grounds and site:
 - 1. Alcoholic beverages and drugs;
 - 2. Contraband;

3. Tobacco Products;
 4. Explosive and firearms;
 5. Electronic communicative devices.
- C. No tools or materials shall be left unguarded at any time, and they shall be removed from the working areas at the end of each working day or at anytime the workmen leaves the area.
- D. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- E. It is likewise strictly forbidden to bring into or take out of the facilities, either for pay or for favor, for any inmate, any article, without the proper authorization from the Maintenance Supervisor.
- F. It is forbidden to roam at will throughout the facilities. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- G. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas (hallways, center areas, etc.). Also no affectionate or inmate behavior between official visitors and inmates is permitted.
- H. All vehicles are to be parked in a location designated by designee. Parked vehicles must always be locked and ignition off.
- I. Escorting of any person, not previously approved, onto the facilities grounds or into the facilities is prohibited.
- J. The offering and/or giving of any tips, gratuities, fees, etc. to any inmate and/or personnel is strictly prohibited.
- K. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- L. The facilities have issued regulations to be observed by all Contractors, employees and other firms providing services to minimize disruption to prison operations, maintain security and to facilitate the construction process. While working inside the facilities on a regular or occasional basis, it must be clearly understood that security requirements will at all times take precedence over service operations. The Contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.
- M. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day.
- N. Contractor is also advised that only limited movement will be permitted while inside the compounds.

- O. Completion of a background check is required for all employees who will be working in the Prison and Pre-Release Center.
- P. Workmen will not be permitted on the compounds without approval.
- Q. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institutions at which work is being conducted, you must communicate this confidentially to the designee immediately.

**COUNTY OF LYCOMING
SHORT FORM
LIST OF PERSONNEL FOR BACKGROUND CHECK
FOR ON-SITE WORK/SERVICES**

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

PHONE/FAX: _____

CONTRACT NAME: _____

NAME	RACE	DATE OF BIRTH	SOCIAL SECURITY NO.	DRIVER'S LICENSE NO.

ATTEST: _____

Firms Name

Individual's Name

Business Address

Item	Units Packed In:	Estimated Units
20 oz., Square Top Bread	26 slices / loaf	8000 loaves
Buns, Hamburger, Sliced, Fresh	16 pack	1100 dozen
Buns, Hot Dog, Sliced, Fresh	16 pack	1100 dozen
Stuffing Cubes	20# pack	2 packs

SECTION 5

BID FORM

BID FORM

ITB FOR BREAD PRODUCTS

Important note to Bidders: It is essential that submitted Bid complies with all of the requirements contained in the ITB. The undersigned bidder agrees, if this bid 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 Bid is submitted to: Lycoming County Controller's Office
Lycoming County Executive Plaza Building
330 Pine Street, 2nd Floor
Williamsport, PA 17701

This Bid is submitted on _____, 20____.

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

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

Addendum No	Date
_____	_____
_____	_____
_____	_____
_____	_____

Checklist - Attachments to Bid Form

The following documents are attached to and made a part of this Bid (check all that apply):

- Bid Form
- Non-collusion Affidavit
- Price Schedule

Delivery Schedule

Bidder commits that goods and/or services will be completed no later than June 30, 2017.

Bid Pricing

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

Total Bid Price	\$ _____
------------------------	----------

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

Authorized Signature of Bidder

The bid 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 have thoroughly reviewed the County’s Invitation to Bid for Bread Products and that this Bid is submitted in accordance with the ITB requirements; and (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 Bid for all contingencies.

 COMPANY NAME FEDERAL ID# _____

 STREET ADDRESS PO BOX CITY STATE ZIP

 TELEPHONE # FAX # _____

 SIGNATURE (**see note below) SIGNATORY’S NAME (printed) _____

 SIGNATORY’S TITLE (printed)

 WITNESS’S SIGNATURE (**see note below) WITNESS’S NAME (printed) _____

 WITNESS’S TITLE (printed)

****For Corporations: The bid 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 bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.**

**BID PRICE SCHEDULE
FOR BREAD PRODUCTS**

BREAD LIST

ITEM	UNITS PACKED IN:	ESTIMATED UNITS	UNIT PRICE	TOTAL PRICE
Bread				
20 oz., Square Top Bread	26 slices / loaf	8000 loaves		
Buns, Hamburger, Sliced, Fresh	16 pack	1100 dozen		
Buns, Hot Dog, Sliced, Fresh	16 pack	1100 dozen		
Stuffing Cubes	20# pack	2 packs		

Total bid price for the above named project, as per these specifications: \$ _____

Bid Price (Written Out)

The undersigned, as bidder, hereby declares that the total project costs as indicated above, includes all necessary materials, equipment, apparatus, means of transportation and labor necessary 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.

Agency 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.

The Commissioners reserve 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 as they deem to be in the best interest of the County.

SECTION 6

FORM OF AGREEMENT

FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 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, agree as follows:

ARTICLE 1. CONTRACT AWARD

CONTRACTOR shall complete and submit a W-9 Form upon contract execution, as attached hereto. The Form shall be completed and submitted to the Office of Fiscal Services.

ARTICLE 2. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: furnish and deliver bread products to the Prison and Pre-Release Center.

ARTICLE 3. CONTRACT TIME

The Work in accordance with this Agreement shall be completed no later than December 31, 2016.

ARTICLE 4. 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 thirty (30) days from date of delivery unless other terms of payment are agreed upon.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit requests for payment to the Office of Fiscal Services and to the attention of the Director of Fiscal Services with appropriate supporting documents.
- 5.2 CONTRACTOR shall have the option to receive payment via Automated Clearing House (ACH) for invoices billed to the COUNTY. The ACH Request Form is attached hereto and shall be completed and submitted to the Office of Fiscal Services upon contract execution.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda listed) and the other related data identified in the Bidding Documents including "technical data".
- 6.2 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.
- 6.3 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.
- 6.4 CONTRACTOR is aware of the general nature of the 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.
- 6.5 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 7. CONTRACT DOCUMENTS

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

- 7.1 Notice to Bidders
- 7.2 Instructions to Bidders
- 7.3 Terms and Conditions
- 7.4 General Bid Specifications for Bread Products
- 7.5 Bid Form
- 7.6 Bid Price Schedule
- 7.7 Form of Agreement
- 7.8 Non-Collusion Affidavit
- 7.9 Exception Form (if applicable)

7.10 Addenda (if applicable)

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 written agreement between the parties.

ARTICLE 8. MISCELLANEOUS

No assignment by a party hereto of any rights under or interest 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, monies that may become due and monies 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 will release or discharge the assignor from any duty or responsibility under the Contract Documents.

COUNTY and CONTRACTOR each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to COUNTY and CONTRACTOR.

This Agreement will be effective on July 1, 2016.

COUNTY OF LYCOMING

ATTEST:

R. Jack McKernan, Chairperson

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairman

Richard Mirabito, Secretary

ATTEST:

CONTRACTOR

(Company Name)

(Company Address)

(Signature)

(Title)

Commissioners:
R. JACK MCKERNAN
Chairman
TONY R. MUSSARE
Vice Chairman
RICHARD MIRABITO
Secretary



COUNTY OF LYCOMING
DEPARTMENT OF FISCAL SERVICES

BETH A. JOHNSTON
Director of Fiscal Services
MYA D. TOON
Chief Procurement Officer, CPPB
KRISTEN KITCHEN
Fiscal Technician

Mail:
 48 West Third Street
 Williamsport, PA 17701

Telephone (570) 320-2113
 Fax (570) 320-2111
 www.lyco.org

Lycoming County now offers direct deposit of invoice payments to your checking or savings account, with e-mail notification of all payments. If you are interested please fill out and return this form.

ACH REQUEST FORM (Note: e-mail address for your company is essential!)
 (Please print or write clearly)

Company Name:	
Authorized Signature:	
Person providing information:	
Date:	Contact Person:
Telephone Contact #:	Fax Contact #:
Bank Name:	Bank Routing #:
Checking Account #:	OR Savings Account #:
E-mail address:*	
THIS IS ESSENTIAL FOR ACH PAYMENT. (This will be used to notify you / your company of payments.) *E-mail will be sent to this address listing information on the transfer (invoice #, date and amount of transfer)	
There will be two pre-notes to verify the bank information before an actual transfer of funds.	

Return this form to:
 Lycoming County Fiscal Services
 Accounts Payable
 48 W. Third Street
 Williamsport, PA 17701

For further information or questions contact Lori Weston at (570) 320-2103 or lweston@lyco.org.

SECTION 7

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This 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. § 4501, et seq, government agencies may require Non-Collusion Affidavits to be submitted together with bids.

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.

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.

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 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 bids higher than the bid of another firm, and intentionally high or noncompetitive bid, and any other form of bid 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 bid.

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 bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid 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 bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
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 bid 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 bids 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 8

EXCEPTION FORM

