



# COUNTY OF LYCOMING

## PURCHASING DEPARTMENT

Mya Toon, Lycoming County Chief Procurement Officer, CPPB  
Lycoming County Executive Plaza ♦ 330 Pine Street, Suite 404, Williamsport, PA 17701  
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# INVITATION TO BID (ITB)

## FOR

### FOOD PRODUCTS

**ISSUE DATE: JANUARY 22, 2021**

**DUE DATE: FEBRUARY 26, 2021**

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

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**SECTION 1**  
**NOTICE TO BIDDERS**

Legal Ad

Sun Gazette

To Be Run: January 22<sup>nd</sup> & January 26<sup>th</sup>

## NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for: Food Products. Bids are due by **Friday, February 26, 2021, at 5:00 P.M. EST.** Bids will be opened on **Tuesday, March 2, 2021, 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, 2<sup>nd</sup> Floor, Williamsport, PA 17701. Bids must be enclosed in a sealed envelope and marked "**ITB for Food Products**".

All bids shall remain firm price for 60 days after the date of bid opening. Bids must be accompanied by bid security in the amount of TEN PERCENT (10%) of the total amount of the Bid. Bid security shall be released to unsuccessful bidders within 120 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](http://www.lyco.org). Click on Top 10 Links, Request for Bids/Proposals, and County Central Purchasing.

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

Scott L. Metzger

Tony R. Mussare

Richard Mirabito

Attest:

Matthew A. McDermott

Chief Clerk

**SECTION 2**

**BID INFORMATION  
AND  
INSTRUCTIONS**

## BID INFORMATION AND INSTRUCTIONS

### 2.1 **Definitions**

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

**2.2 Purpose and Intent of Bid.** This Invitation to Bid (ITB) is issued by the Lycoming County Purchasing Department on behalf of the Lycoming County Board of Commissioners. It shall be the purpose and intent of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver food products to the County of Lycoming (hereinafter “County”) through sealed bids.

The County is seeking to identify and select multiple Bidders to perform the work as listed above. The selected Bidders shall perform work in accordance with the Specifications and the ITB. However, the County reserves the right to award multiple contracts in any combination that best serves the interest of the County.

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.

**2.3 Receipt of Bid Package.** The County’s Purchasing Department and the Controller’s Office are the sole authorities to provide the ITB package to Bidders. 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.

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

- 2.4 Examination of Bid.** 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.

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.

- 2.5 Preparation of Bid.** The County shall not be responsible for any costs associated with the preparation or submittal of any bid. All costs are entirely the responsibility of the Bidder.

- 2.6 Communications.** All questions regarding this ITB shall be submitted in writing to Mya Toon, Lycoming County Chief Procurement Officer, at [mtoon@lyco.org](mailto:mtoon@lyco.org). Questions which require a more detailed or complex reply, or require an answer that may affect responses to this ITB or may be prejudicial to other prospective Bidders, will be answered by issuing an addendum. Questions must be received by the Chief Procurement Officer no later than Tuesday, February 23, 2021, 5:00 P.M. EST.

- 2.7 Addenda/Amendments to Bid.** All changes in connection with this bid will be issued by the Purchasing Department in the form of a written addendum. All addenda will be posted to the County Purchasing Department's page on the County website ([www.lyco.org](http://www.lyco.org)) at least seven (7) days prior to the deadline for ITB submissions. It is the Bidder's responsibility to check the website and ensure they have all applicable addenda prior to bid submission. Signed acknowledgement of receipt of each addendum must be submitted with the bid.

- 2.8 Deadline and Opening of Bid.** Bids must be received no later than Friday, February 26, 2021, 5:00 P.M. EST. Bids will be opened publicly at 10:00 A.M., EST, on Tuesday, March 2, 2021, in the Commissioners' Board Room located on the 1<sup>st</sup> Floor of the Lycoming County Executive Plaza Building. A summary of bids received, including company name and bid amount will be posted on the Purchasing Department's page on the County's website ([www.lyco.org](http://www.lyco.org)) within 48 hours of the bid opening.

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

**2.9 Important Dates.** The following lists important events and deadlines regarding the ITB.

Issue Date:	January 22, 2021
Final Date for Written Questions:	February 23, 2021
Deadline for Submitting Bids:	February 26, 2021
Opening of Bids:	March 2, 2021
Selection of Vendor (tentative):	March 15, 2021
Contract Award:	March 18, 2021

**2.10 Submission of Bid.** Bids must be enclosed in a sealed envelope or package. The outside of the envelope or package shall be clearly marked, "ITB for Food Products." Bids shall be submitted to the Lycoming County Controller's Office, Executive Plaza Building, 330 Pine Street, 2<sup>nd</sup> Floor, Williamsport, PA 17701. Late bids shall not be accepted. Bids must be mailed or hand-delivered. Bids delivered by fax or electronic means are not acceptable and will not be considered.

All Bids must be submitted on the forms provided by the County and in accordance with the requirements and instructions contained in the ITB package.

The County may waive minor informalities or irregularities in the bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Bidders. Minor irregularities are defined as those that will not have an adverse effect on the County's interest and will not affect the price of the bid by giving a Bidder an advantage of benefits not enjoyed by other Bidders.

**2.11 Public Disclosure.** All Bidders should be aware that the County is an agency subject to the Right-to-Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded.

A summary of bids received, including company name and bid amount will be posted on the Purchasing Department's page of the County's website ([www.lyco.org](http://www.lyco.org)) within 48 hours of the bid opening.

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

**2.13 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.



**2.14 Submission of Samples.** 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. Samples submitted shall become the property of the County(s). Bidder shall bear the costs of providing the required samples.

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.

**2.15 Evidence of Product Equivalency.** When brand name is used in the bid invitation, it is for the purpose of item identification and to establish standards for quality. Bids on equivalent items of substantially the same quality are invited unless items are marked "No Substitute." Equivalent bids should be accompanied by samples and should be supplied at no charge to the County.

**2.16 Evidence of Financial Standing.** After the bid opening, Bidders may be required to present suitable evidence of his/her 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.

**2.17 Non-Collusion Affidavit.** The County requires that a Non-collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antbid-Rigging Act, 62 Pa. C.S.A. §4501 et seq. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision on prices and the amount quoted in the 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.

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. 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.

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

**2.18 Use of Bid Forms.** The Bid shall be made on the bid forms included in this ITB and all applicable blanks on such forms shall be filled in. **A Bidder's failure to submit proper documentation may result in the County's rejection of the bid.**

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.

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.

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

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

**2.20 Evaluation of Bids.** 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

**2.21 Rejection or Disqualification of Bids.** 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.

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.

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.

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.

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

**2.22 Award of Bid.** Award of any bid is contingent upon available budget funds and approval of the Lycoming County Board of Commissioners. 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 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. 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.

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

**SECTION 3**  
**CONTRACT TERMS**  
**AND**  
**CONDITIONS**

**3.1 Evidence of Insurance.** 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

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

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.

**3.2 Agreement/Contract.** Upon acceptance and award of a Bidder's bid, 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.

**3.3 Contents of Contract.** The entire contents of this proposal shall become a part of the contract.

**3.4 Execution of Contract.** The successful Bidder must execute a written contract with the County. If the successful Bidder fails or refuses to execute the formal contract within ten (10) days of the date of contract award, the security (Bid Bond) shall be forfeited to and retained by the County as liquidated damages, that award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.

**3.5 Term of Contract.** The contract, which results from the award of this ITB, shall commence on April 1, 2021 and terminate on June 30, 2021.

**3.6 Option to Extend Contract Period.** The contract may be extended up to three (3) months at the bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.

**3.7 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.

**3.8 Termination.** 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 Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor 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 Contractor be entitled to recover loss of profits.

In the event that either the Contractor 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.

**3.9 Time of Performance.** 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 April 1, 2021.

The Contractor shall deliver goods and/or services on the date of commencement as defined above and achieve substantial completion on or before June 30, 2021. The Contractor must comply with the time of performance.

**3.10 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.

**3.11 Amendments/Modifications of Contract.** The contract between the County and the Contractor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

**3.12 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.

**3.13 Quantities.** The quantity is identified as "estimated" and 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. The County does not guarantee a minimum volume for purchases. That fact shall not constitute the basis for any equitable price adjustment.

There shall be no limit on the number of orders that may be issued. The County may issue orders requiring delivery to multiple destinations. The Contractor shall not be required to make any deliveries under this contract after June 30, 2021.

**3.15 Delivery Locations.** Unless specified otherwise, deliveries will be F.O.B. Destination to:

Lycoming County Prison  
277 West Third Street  
Williamsport, PA 17701

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

**3.16 Inspection.** Upon or after delivery, 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.

**3.17 Pricing.** Bidders warrant the bid price(s), terms and conditions stated in his/her bid shall be firm for a period of 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. All bid prices must include all associated costs, including but not limited to, delivery, freight, etc.

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.

**3.18 Method of Invoicing.** Monthly statement must be broken down by invoice and mailed to each County facility for payment to be received.

**3.19 Payment.** The County will make payment within thirty (30) days of receipt of invoice for properly received goods after inspection and acceptance 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. The County offers Contractors the option to enroll in electronic payment via automated clearing house (ACH) to the Contractor's provided bank account of record.

**SECTION 4**  
**GENERAL TERMS**  
**AND**  
**CONDITIONS**



- 4.1 **Assignment.** The Contractor 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.
- 4.2 **Compliance With Laws.** In the performance of the contract, Contractor 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. Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Contractor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.
- 4.3 **Governing Law.** The contract between the County and the Contractor shall be governed in accordance with the laws of the State of Pennsylvania.
- 4.4 **Independent Contract and Indemnity.** The Contractor shall act as an independent contractor and not as an employee of the County. Contractor 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 Contractor, 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.
- 4.5 **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.
- 4.6 **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.

**SECTION 5**

**BID SPECIFICATIONS**

**BID SPECIFICATIONS  
FOR  
FOOD PRODUCTS**

**GENERAL INFORMATION**

The purpose of this ITB is to solicit bids for the purpose of establishing a contract or contracts to purchase Food Products for the Lycoming County Prison and Pre-Release Center.

The County is seeking to award 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. All items will be ordered as needed. The County does not guarantee a minimum volume for purchases.

**SPECIFIC REQUIREMENTS**

**A. Billing and Shipping**

Each County facility must be invoiced by an itemized list of charges and mailed separately to each County facility. The successful Bidder(s) is required to "Bill as Shipped" directly to:

Lycoming County Prison  
Attn: Susan Satteson  
277 West Third Street  
Williamsport, PA 17701

Lycoming County Pre-Release Center  
Attn: Tammy Stidfole  
546 County Farm Road  
Montoursville, PA 17754

**B. Orders and Deliveries**

Orders and deliveries shall be supplied by the Contractor as requested and specified except during holidays. Delivery schedules that fall on a holiday will be made the following business day. No partial deliveries will be accepted. Deliveries shall be made no longer than two (2) weeks after placing order and shall be inside 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

**C. Credits or Replacements**

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

**D. Inspection**

Upon or after delivery, 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.

**E. Facility Security**

The County has established criteria for authorized entry into the County's Prison and Pre-Release facilities by Contractors who are conducting business with the County. All security regulations shall be observed by all Contractors and Subcontractors (if any) and any applicable employee providing services in relation to the contract. It must be clearly understood that security requirements will at all times take precedence over service. The Contractor shall comply with all such regulations and consider the regulations when preparing their response.

1. Screening Form: The County **may** request the Contractor and its Subcontractors (if any) to complete an Outside Agency Screening Form (attached).
2. Search: Contractor may be subject to search and must have valid photo identification upon entrance to the facilities.
3. Prohibited Items: The following items are prohibited from being brought onto the facilities grounds and site:
  - Cellphones
  - Purses/Backpacks
  - Bags
  - Food/Drink
  - Cameras
  - Tobacco Products
  - Weapons
4. Entrance: Contractors must enter the Prison via the West Third Street entrance. Contractors must enter the Pre-Release Center via the front door.

**F. List of Prison and Pre-Release Food Products**

Please reference Attachment (A) for a complete list of specifications for each facility.

Brad A. Shoemaker  
Warden

Phone: 570-326-4623  
Fax: 570-321-9859



Ryan C. Barnes  
Deputy Warden, Security & Operations

Christopher J. Ebner  
Deputy Warden, Inmate Services

**LYCOMING COUNTY PRISON**

277 West Third Street  
Williamsport, PA 17701

**OUTSIDE AGENCY SCREENING FORM**

Name: \_\_\_\_\_  
Last First Middle Maiden

Alias: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_

City State Zip

Length of time at present address \_\_\_\_\_

Previous address: \_\_\_\_\_ How long: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eyes: \_\_\_\_\_ Hair: \_\_\_\_\_

SS# \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Email: \_\_\_\_\_

DOB \_\_\_\_\_ Place of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Place of Employment \_\_\_\_\_

Are you related to any currently housed inmate at Lycoming County Prison?  Yes  No

If yes, who? \_\_\_\_\_ Relationship: \_\_\_\_\_

Group Representing:  AA  NA  Other: \_\_\_\_\_  
If applicable: Length of Continuous Recovery: \_\_\_\_\_  
Last date on Probation/Parole: \_\_\_\_\_  
County/State: \_\_\_\_\_

Criminal Conviction History (if applicable, attach second page if necessary)

Date Place Offense Disposition

I agree to abide by all facility policies particularly those relating to security and confidentiality of information. I also agree to the following:

- 1. A condition of your participation is a requirement that you report any and all police contacts or new arrests to the Deputy Warden of Security.
- 2. I have read the PREA standards (available at [www.lyco.org/departments/prison.aspx](http://www.lyco.org/departments/prison.aspx)) and understand my responsibilities related to PREA.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**OFFICE USE ONLY**

Approval Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**SECTION 6**

**BID PRICE SCHEDULE**

## **BID PRICE SCHEDULE FOR FOOD PRODUCTS**

- 6.1 Tax Exempt.** 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. Prices shown in the bid shall exclude such Federal and State taxes.
- 6.2 Cost Elements.** Services not specifically mentioned in this ITB, but are necessary to provide the functional capabilities described shall be included as part of the cost elements.

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

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

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

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

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

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

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

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

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

**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 7**

**BID FORM**



**BID FORM  
ITB FOR FOOD 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, 2<sup>nd</sup> Floor  
Williamsport, PA 17701

**This Bid is submitted on** \_\_\_\_\_, 20\_\_\_\_.

**This Bid is valid for 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	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____
Addendum No	_____	Date	_____

**Delivery Schedule**

Bidder commits that goods and/or services will be completed no later than June 30, 2021.

**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. Prices as stated herein shall remain firm throughout the life of the contract and shall be inclusive of all associated costs, including but not limited to, delivery, freight, etc.

**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 Food Products and that this Bid is submitted in accordance with the ITB requirements; and (2) He/she are familiar with the site facilities, delivery requirements, 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.**

**SECTION 8**

**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 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 9**

**BID BOND**



## BID BOND

KNOW ALL MEN, that

we

\_\_\_\_\_ as Principal (hereinafter "Principal"),

and

(a \_\_\_\_\_ corporation authorized to transact business in Pennsylvania, and having its principal office at \_\_\_\_\_) as Surety, are held and firmly bound unto the County of Lycoming, 48 West Third Street, Williamsport, Pennsylvania, 17701, as Oblige, in the sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Oblige a bid to perform work or provide materials and/or services identified as \_\_\_\_\_, and it is a condition of the Oblige's receipt and consideration of said bid that the bid be accompanied by bid security to be held by the Oblige on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Oblige shall not accept the Principal's bid nor award a contract to him or (b) said Principal shall upon Oblige's acceptance of his bid and award of a contract to him, enter into such contract in writing and furnish such bond or bonds as may be specified in the bidding or contract documents with a surety acceptable to Oblige, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, the Principal and Surety will pay to the Oblige the difference between the amount of the Principal's accepted bid(s) and any higher amount for which the Oblige may contract for the required work (either the next lowest responsible bidder at that same bidding or with the lowest responsible bidder on any re-bidding) plus any advertising, Engineers' legal and other expenses incurred by the Oblige by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Oblige of (1) the Oblige's signed statement certifying that Principal has failed to enter into a contract in writing within such time as may be specified in Oblige's Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Oblige's Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Oblige's request for payment. Such notification letter shall advise Principal of the Oblige's intent to and reason for drawing on the bid bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving bids or by any extensions by the Principal of the period during which his bid shall remain irrevocable and subject to acceptance by the Oblige; and the Surety hereby waves notice of any such postponement or extension.

The Principal and Surety acknowledge that all references herein to the principal in singular, masculine form shall include the plural, feminine and neuter, as may be appropriate to the Principal.

Signed, sealed and dated \_\_\_\_\_, 20\_\_\_\_

Principal

\_\_\_\_\_  
*(insert Principal's name)*

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Surety

\_\_\_\_\_  
*(insert Surety's name)*

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 10**  
**EXCEPTION FORM**

# EXCEPTION FORM

Section Number	Explanation