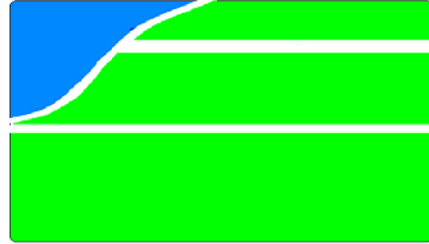




Resource Management Services



ATTENTION BIDDERS

**COUNTY OF LYCOMING
BIDDING DOCUMENTS
FOR**

RENTAL EQUIPMENT

**FOR
LYCOMING COUNTY
RESOURCE MANAGEMENT SERVICES**

When bidders are either downloading a bid request from Lycoming County Resource Management Services' web site (www.lcrms.com / Business Information / Request for Bids) or receive a current copy from areas other than Lycoming County Resource Management Services' landfill site, bidders are required to contact Lycoming County Resource Management Services and place their company name on the bidders list. This will ensure that each bidder receives any and all addenda that may apply to the current bid package. Failure to receive all current information could result in your company submitting an inaccurate bid, which may be disqualified by the County of Lycoming. When submitting a bid, place the bid form sheet as the top page of the bid package.

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

This bid request package contains the following documents:

1. Notice to Bidders.
2. Instruction to Bidders.
3. Terms and Conditions.
4. Rental Equipment Specifications.
5. Bid Form.
6. Non-Collusion Affidavit.
7. Equipment Rental Agreement:

Legal Ad
Sun Gazette

To be run: January 11, and 15, 2019

NOTICE TO BIDDERS

The County of Lycoming is requesting sealed bids for Rental Equipment for the Lycoming County Resource Management Services in accordance with the specifications on file with the Chief Clerk, Lycoming County Executive Plaza, Suite 205, 330 Pine Street, Williamsport, PA 17701 or Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, PA. 17752.

Bids will be received by the Controller of the County of Lycoming at her office, Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 until 5:00 P.M., prevailing time on the 25th day of January 2019. Bids will be opened at 10:00 a.m. on the 29th day of January 2019, in the Commissioner's Meeting Room, Lycoming County Executive Plaza. All bids shall be submitted in a sealed envelope clearly marked **"Rental Equipment Bid Package"**. All bids shall remain firm price until December 31, 2019, after the date of award. The County of Lycoming will rent all bid items and/or pieces of equipment listed in the bidding document **ON AN AS NEEDED BASIS**.

All questions pertaining to this request for bids shall be directed to Mr. Duane R. Laylon, LCRMS Purchasing Agent, Lycoming County Resource Management Services, 447 Alexander Drive, Montgomery, PA 17752 either by phone at (800) 326-9571 or by E-mail at: duane.laylon@lcrms.com.

The County reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid that they deem to be in the best interest of the County.

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

COMMISSIONERS OF THE COUNTY OF LYCOMING

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

Attest:
Matthew A. McDermott, Chief Clerk

INSTRUCTIONS TO BIDDERS

NOTICES, CONDITIONS, AND EVALUATION FACTORS

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

1. Bid Deposit—NOT APPLICABLE

2. Parties to Contract

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

3. Definitions

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

4. Submission of Bids

- (A) All bids must be submitted, on the required bid form; must be signed by the respective bidder; and, must be delivered or mailed, in an opaque, sealed envelope, along with all required documentation, Non-Collusion Affidavit, completed price schedules, and responses detailed in the Instruction to Bidders to the Lycoming County Controller, at her office at Lycoming County Executive Plaza, Suite 201, 330 Pine Street, Williamsport, PA 17701 to arrive no later than 5:00 P.M., January 25, 2019. Late bids will not be accepted. Place “**Rental Equipment Bid Package**” on the outside of the sealed envelope presented to the Controller.
- (B) Bids must be submitted in accordance with this Request for Bids.
- (C) Any and all documents required by this Request for Bids and/or contract that require a notarization must include the signature and seal of the notary public as required by the State in which the notary is commissioned. For those states that do not require a notary seal, a Notarization Affidavit, using the form attached, must be completed and submitted with the bid. Bids and required documentation submitted without the seal and without the Notarization Affidavit, as applicable, will be rejected at the time of bid opening.
- (D) The Bid Documents, Terms and Conditions, and Specifications shall be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to Mr. Duane R. Laylon, P.O. Box 187, Montgomery, PA 17752 or by E-mail (preferred) at duane.laylon@lcrms.com . Replies will be issued to all bidders of record as Addenda to the Solicitation and will become a part of the Contract. The County WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect. Questions received less than 7 working days before the bid opening will not be answered.

5. Examination of Bid Documentation:

- (A) Bidders shall CAREFULLY EXAMINE all documents in the solicitation and/or visit the each County site listed to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents WILL NOT RELIEVE the bidder of responsibility for same nor will extra payment or change order request be considered for conditions which could have been determined by examining the solicitation.

5. Examination of Bid Documentation Continued:

- (B) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents, including the specifications, and all requirements thereof. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the bidder through examination of all documents or by raising a question regarding requirements prior to submitting a bid.
- (C) The Bid Documents, Terms and Conditions, and Specifications will be considered clear and complete. Any bidder desiring an explanation, interpretation, or clarification must submit a written request to Duane R. Layton, P.O. Box 187, Montgomery, PA 17752 or by E-mail (preferred) at duane.layton@lcrms.com. Replies will be issued to all bidders of record as Addenda to the Solicitation and will become a part of the Contract.

The County WILL NOT BE RESPONSIBLE for oral clarification and the same shall be without legal effect. Questions received less than 7 working days before the bid opening will not be answered.

6. Bid Security—NOT APPLICABLE7. Preparation of Bids and Proposals

- (A) Bids shall be made on bid forms provided by the County. Fill in ALL blanks and submit SIGNED COPIES. Each bidder shall furnish all information required by the contract documents. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the bid proposal must initial erasures or other changes. Bids or proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- (B) Bids by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Bids by partnerships must include the typed names and business address of all partners and the trade name. The bid must be signed by at least one general partner, whose signature must be witnessed. Bids by corporations must include the typed name of the corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

7. Preparation of Bids and Proposals Continued

- (C) For each item offered, bidders shall (1) show the unit price, and (2) enter the extended price for the quantity of each item offered in the “Amount” column of the Schedule, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- (D) Bids for supplies or services other than those specified will not be considered.
- (E) Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award, for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Lycoming County Board of Commissioners accepts, by Resolution, the bid/or proposal of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the County to the successful bidder after contract award.
- (F) Time, if stated as a number of days, will be calendar days including Saturdays, Sundays and holidays. If the last day is a Saturday, Sunday or a Holiday, it would carry over to the next business day.
- (G) **Please place the “Bid Form” sheet as the top sheet of the bid package in the sealed envelope.**

8. Modification of Bids

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

9. Non-Collusion Affidavit (See Attached Sheet)

- (A) The County requires that a Non-Collusion Affidavit be submitted with all bids pursuant to its authority according to the Pennsylvania Antibid-Rigging Act, 62 PA.C.S.A. Section 4501.
- (B) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

9. Non-Collusion Affidavit Continued

- (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.

10. Basis of Bid

- (A) The bidder must include any Alternates and Unit Cost Items as may be shown on the Bid Form; failure to comply will be cause for rejection for the bid.
- (B) Any omissions, alterations, additions, or deductions not called for, conditional or uninvited alternative bids, or irregularities of any kind of the Bid Form shall be cause for rejection of the bid.
- (C) No assignment of bids will be considered.
- (D) The County of Lycoming is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the bid proposal shall exclude said Federal and State Tax amounts. Tax Exempt Forms will be signed by the County. It will be the contractor’s responsibility to provide the County with the necessary tax exemption forms. This provision shall not apply to construction, repair and/or maintenance contracts where under the bidder purchases supplies, materials and/or equipment for the performance of the contract and includes the cost thereof in computation of his/her bid or proposal.
- (E) The County will not consider offers of discount for prompt payment in its determination of the lowest bid, but reserves the right to apply any such discount offered by the successful bidder.

11. Delivery

- (A) Unless specified otherwise deliveries will be F.O.B. Destination. All bid prices must include freight.
- (B) The Schedule will identify the County's required delivery date, time, quantities, and location.

12. Quantities

- (A) Unless specified otherwise in the Schedule, all quantities are definite.
- (B) When the quantity is identified as "approximate", "estimated" or "more or less" it shall be understood and agreed that quantities listed in the Schedule are estimates only and may be increased or decreased in accordance with the terms and conditions of the contract and that the County in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as it subsequently orders.

13. Equivalency Items

- (A) Where a manufacture's brand name and/or model number is used it is intended only to indicate that said brand name and/or model number is the minimum standard required by the County. Bidders desiring to bid on items other than those indicated, shall state the brand name and/or model number upon which their bid is based.
- (B) It shall be the bidder's responsibility to prove to the County that said items are equal to or exceed the items listed as the County's requirement. Specification documents, descriptive literature, etc., shall accompany the bid or proposal and become a part thereof for evaluation. The County reserves the right to request samples of items and/or require a demonstration of same of appropriate (see clause #14, Samples).
- (C) Bids shall be based on the products or manufacturers specified or an approved equal. NO APPROVAL will be given the bidder prior to the bid date for substitution of products or manufacturers specified. The County shall consider the use of substitutions only after award of the contract to the successful bidder in accordance with the applicable provision(s) of the contract.

14. Samples

- (A) When samples are required to be supplied, they must be supplied within three days of bid opening, unless otherwise requested by the County or otherwise required by the bid documents. The County also has the right not to return any samples required by the bid.
- (B) The County reserves the right to: request additional samples of the product; or, to conduct in-house testing of the product; or, to perform other tests of the product, including destructive tests that would indicate its performance with actual County work and conditions, as necessary, to completely evaluate the supplies and make a determination as to their equivalency.

15. Qualification of Bidders

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

16. Evaluation of Bids for Multiple Awards

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

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

17. Bid Opening

The following bid opening procedures will be followed

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

- (A) The County Controller, or his/her designated representative, will read aloud the name and address of the bidder(s) and the bid amount(s).

17. Bid Opening Continued

- (B) If the bidder submits bid documents with informalities, errors, or omissions such as, but not limited to non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the bidder in the County's sole discretion may be given 72 hours from the time of the bid opening in which to provide such information to the County.
- (C) The County has the right to waive any and all informalities.

18. Acceptance, Rejection, or Disqualification of Bids

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

19. Execution of Contract

- (A) The successful bidder must execute a written contract with the County in the form set forth in the solicitation immediately after award of the contract. If the successful bidder fails or refuses to execute the formal contract within 10 days of the date of contract award, the award of the contract shall be voided, and all obligations of the County in connection herewith shall be canceled.
- (B) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the contractor shall be prepared, upon written Notice of Bid Award, to commence work or supply goods, materials or equipment on the date of execution of contract.

20. Right to Know Law Statement:

All bidders should be aware that the County is an agency subject to the Right to Know Law. Any documents submitted should be considered as subject to potential public disclosure once the bid is awarded. In addition, the County will post information regarding the successful bid on the County website.

TERMS AND CONDITIONS

1. Order of Precedence

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (A) the Schedule (excluding the specifications); (B) representations and other instructions; (C) contract clauses; (D) other documents, exhibits, and attachments; and (E) the specifications.

2. Ordering

(A) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals or activities designated in the Schedule. Such orders may be issued from Lycoming County Resource Management Services.

(B) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(C) If mailed, a delivery order is considered "Issued" when the County deposits the order in the mail. Orders may be issued orally or by written telecommunications.

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

3. Requirements (Ordered as Needed)

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

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

(B) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in the contract, the contractor shall furnish to the County all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering Clause. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

3. Requirements (Ordered as Needed) Continued

- (C) Except as this contract otherwise provides, the County shall order from the contractor all supplies or services specified in the Schedule that are required to be purchased by the County activities specified in the Schedule, in accordance with the Process of Rental Selection set forth in Paragraph 19.
- (D) The County is not required to purchase from the contractor requirements in excess of any limit on total order under this contract.

If the County urgently requires delivery of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the County may acquire the urgently required goods or services from another source.

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

4. Contractor Obey Laws

Contractor shall obey all Federal, State, and local laws, ordinances and regulations in any way pertaining to the requirements of these specifications, and shall obtain any and all permits, etc., which may be necessary.

5. Insurance

- (A) The contractor or vendor shall carry insurance for contractor’s liability, auto and truck, Worker’s Compensation, Owner’s Protective Liability, and Fire with extended coverage and Builder’s Risk Insurance. **Each contractor or vendor is required to submit a current certificate of insurance naming the County of Lycoming, 48 West Third Street, Williamsport, PA 17701, as additional insured.**

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

5. Insurance Continued

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

6. Payments

Unless otherwise specified in the specifications as to method of payments to the contractor, payments shall be made to the contractor within 30 days of receipt of invoice, after inspection and acceptance of the material and/or work by an authorized representative of the Commissioners, and approval of the invoice by the Controller. Where partial delivery is made, invoices for such part shall be made upon delivery, and payment made within 30 days under conditions above.

7. Discounts for Prompt Payment

- (A) Discounts for prompt payment will not be considered in the evaluation of offer. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (C) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at point of origin, or the date of delivery if acceptance is at destination, or (2) the date a proper invoice or voucher is received in the County Office designated in the order, if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date, which appears on the payment check.

8. Materials and Products

- (A) Supplies, products, equipment and/or materials to be furnished shall be new, first-class, and shall meet with the approval of the Commissioners, or their designated representative. All County Departments would be eligible to use these services.
- (B) All supplies, products, equipment and/or materials shall conform to the requirements of the Contract and the Technical Specifications.
- (C) The County has the right to inspect and test all supplies, products, materials, and/or equipment called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay performance of work or delivery of materials.

8. Materials and Products Continued

- (D) If any of the supplies, products, materials, and/or equipment that do not conform with Contract requirements, the County may reject any or all of the nonconforming items and require the Contractor to deliver items in conformity with the Contract requirements, at no increase in contract amount.
- (E) If the Contractor fails, within a reasonable time of notification of rejection, to provide conforming items and/or take the necessary action to ensure future performance in conformity with the Contract requirements, the County may (1) reduce the Contract price to reflect the reduced value of the nonconforming items, (2) by Contract or otherwise, procure items similar to those called for under the terms of the Contract and charge the contractor any cost incurred by the County that is directly related to the procurement of such conforming items, including re-procurement costs, or (3) terminate the Contract for default.
- (F) Any nonconforming supplies, materials, and/or equipment shall be removed by the Contractor immediately upon request by the County and at no expense to the County. If the Contractor fails to remove non-conforming items promptly the County may take appropriate action, as determined by the County to have the items removed, at the Contractor's expense.

9. Extra Work

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the Commissioners and their duly appointed agent, and the price fixed and agreed upon before such work is performed.

10. Addenda Received Concerning Current Bid Package:

If applicable, bidders are required to list all addenda received from Lycoming County Resource Management Services concerning current bid package on Bid Form. This action is mandatory, to ensure that each vendor has received all said material and that their company submits a complete and accurate bid.

11. ADDITIONS OR DEDUCTIONS OF MATERIALS OR EQUIPMENT IN BID PACKAGE

- (A) THE COUNTY SHALL HAVE THE RIGHT, WITHOUT INVALIDATING THE PURCHASE CONTRACT, TO MAKE ADDITIONS TO OR DEDUCTIONS FROM THE PARTS, MATERIALS, SUPPLIES AND EQUIPMENT LISTING COVERED BY THESE SPECIFICATIONS. THE QUANTITIES OF SAID ITEMS ARE ESTIMATED AND USED FOR COMPARISON PURPOSES AND THE ACTUAL QUANTITIES MIGHT BE MORE OR LESS THAN THE NUMBER STATED. ADDITIONS OR DEDUCTIONS WILL BE IN ACCORDANCE WITH THE UNIT PRICE QUOTED IN THE BID DOCUMENTS. ALL ADDITIONS OR DEDUCTIONS WILL BE IMPLEMENTED THROUGH A WRITTEN CHANGE ORDER SIGNED BY BOTH PARTIES. ALL OTHER COUNTY DEPARTMENTS AND FACILITIES AS REQUIRED BY THE COUNTY MAY USE THIS RENTAL AGREEMENT. EACH DEPARTMENT AND/OR FACILITIES WOULD HAVE THEIR OWN CONTACT PERSON AND DELIVERY SCHEDULE.

11. ADDITIONS OR DEDUCTIONS OF MATERIALS OR EQUIPMENT IN BID PACKAGE CONTINUED

- (B) WHEN THE COUNTY WOULD REQUIRE ADDITIONAL OR EXTRA PARTS, MATERIALS, SUPPLIES OR EQUIPMENT THAT ARE NOT LISTED AS PART OF THE BID PACKAGE AND WITHOUT INVALIDATING THE PURCHASE CONTRACT, THE VENDOR(S) WOULD BE REQUIRED TO FURNISH AND DELIVER THE NEW ABOVE-MENTIONED ITEMS TO THE COUNTY, AT THE VENDOR'S STANDARD RETAIL PRICE OF SAID ITEMS. THIS SITUATION WOULD ALSO BE IN EFFECT DURING THE LIFE OF THE CONTRACT. ALL OTHER COUNTY DEPARTMENTS AND FACILITIES AS REQUIRED BY THE COUNTY MAY USE THIS RENTAL AGREEMENT. EACH DEPARTMENT AND/OR FACILITIES WOULD HAVE THEIR OWN CONTACT PERSON AND DELIVERY SCHEDULE.

12. Patented Items

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

13. Permits

Unless stated otherwise within this bid request, should any permits be required by any governmental agency or authority for the work, project or service called for in the specification - said permit fees shall be obtained and paid for by the Contractor.

14. Warranty of Materials or Supplies

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

14. Warranty of Materials or Supplies Continued

The Contractor will be given written notice of any breach of warranties under this Contract within 14 days after discovery of the defect during the term of the warranty. Within 7 days of notice, the Contractor may either replace any supplies or materials, or part thereof, that do not conform with the requirements of this contract or the Contractor may reimburse the County an amount equitable under the circumstances and agreeable to the Commissioners. When return, correction or replacement is required, all transportation charges and responsibility for the supplies or materials while in transit shall be borne by the contractor.

Any supplies, materials, or part thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as the supplies and/or materials initially delivered. The warranty will be equal in duration to that listed above and shall run from the date of delivery of the corrected or replaced supplies or materials. The rights and remedies of the County provided in this clause are in addition to and do not limit any rights afforded to the County by any other clause of this Contract or applicable commercial warranty offered by the Contractor, the original manufacturer, or any third party.

15. Rights in Data

1. Except as otherwise provided in this Contract, the Contractor grants to the County, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform and display publicly, by and on behalf of the County, for all material or subject matter called for under this Contract, or for which this clause is specifically made applicable.
2. The Contractor shall indemnify the County and its officers, agents, and employees acting for the County against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Contract; or, (2) any libelous or other unlawful matter contained in such data. The provisions of this Paragraph do not apply unless the County provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the County and incorporated in data to which this clause applies.

16. Default

1. The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 1. Deliver the supplies or to perform the services within the time specified in this Contract or any extension;
 2. Make progress, so as to endanger performance of this Contract; or
 3. Perform any of the other provisions of this Contract.
2. The County's right to terminate this Contract may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice to cure from the County specifying the failure.
3. If the County terminates this Contract in whole or in part, it may acquire, correct, or replace with services or supplies similar to those terminated, by contract or otherwise, and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the contract price.
4. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. Termination

The County, by written notice, may terminate any or all rental agreements, in whole or in part, when it is in the County interest. If the rental agreement is terminated, the County shall be liable only for payment provisions of this contract for supplies, services and/or equipment rendered before the effective date of termination.

18. Indemnification

The Contractor will indemnify, defend and hold the County of Lycoming, its Commissioners, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against the County of Lycoming, employees and agents as a consequence of any action or claim arising out of the Contractor's malfeasance, neglect or omission.

19. The Process of Rental Selection

In the event that the County of Lycoming needs to rent any of the bid items and/or pieces of equipment listed in the bid specification, the selection of these items shall be made by starting with the lowest rental cost available from each vendor and working towards the highest rental cost listed.

If the vendor with the lowest rental cost cannot supply the County with the bid item and/or piece of equipment or the proper number requested, the County shall select other rental units from the next higher rental cost offered by other vendors.

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

If any bid items and/or pieces of equipment that are listed in the bid specifications are proven or deem to be inadequate by the County of Lycoming for production use in a landfill environment, these bid items and/or pieces of equipment will be disqualified from rental use.

Again all rental agreements for the bid items and/or pieces of equipment listed in these bid specifications will be **ON AN AS NEEDED BASIS.**

20. Pricing and Term:

Pricing for each bid package must remain firm until 12/31/19, after the date of award by the County of Lycoming.

21. Separate Quotations for Items that require Pennsylvania Prevailing Wage Labor Rates: for pieces of Rental Equipment that are supplied with an Operator:

Where the County orders equipment that includes a Contractor-supplied Operator who must be paid a Pennsylvania Prevailing Wage, the County shall request quotes from the three contractors who submitted the lowest bid prices for the equipment to be rented, in accordance with this Contract. Each contractor shall provide a quote to the County that details both the cost of the equipment rental and the cost for the Operator, including affirmation that the applicable prevailing wage will be paid to said Operator.

If the bidder with the lowest total cost cannot supply the equipment and Operator in accordance with the County's needs, the County shall select the equipment and Operator from the next higher total rental cost from the bidders who have submitted quotes. The County reserves the right to reject any or all quotes as authorized by law and to award the rental agreement to other than the lowest bidder that they deem to be in the best interest of County of Lycoming.

21. **Exceptions**

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

22. **Contractors or Manufacturers Additional Terms and Conditions**

A bidder shall not include additional terms and conditions within his or her bid. The County reserves the right to reject additional terms and conditions submitted with a bid, and to accept the bid as if said terms and conditions were not included within the bid, at the sole discretion of the County. The County also reserves the right to disqualify any bid, in whole or in part, based on a bid including additional terms and conditions. In the event a contract is awarded to a bidder who included additional terms and conditions within his or her bid, the terms of the County bid package shall control where in conflict with terms submitted within the bid.

23. **EQUIPMENT RENTAL AGREEMENT**

In the event the County elects to rent the bid items and/or the pieces of equipment an Equipment Rental Agreement will be required to be completed between the County of Lycoming and the Equipment Vendor that has been selected. In Attachment A for bidders review is the form legal document the County Solicitor's Office has cleared for the County of Lycoming to use when entering into said agreement. The County reserves the right to modify the Equipment Rental Agreement during the term of this Agreement, or to tailor any given Equipment Rental Agreement to meet the needs of a particular order.

When said agreement is required the Equipment Vendor is required to submit the completed agreement and a current insurance certification to the County within two (2) working days after they are contacted by the County.

24. **Submittal of Bid Documents:**

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

1. Bid Form
2. Non-Collusion Affidavit
3. Certificate of Insurance

LYCOMING COUNTY RENTAL EQUIPMENT SPECIFICATION:

PRICE SCHEDULE A: HEAVY EQUIPMENT:

<u>ITEM DESCRIPTION</u>	<u>HORSEPOWER RATING</u>	<u>OPERATING WEIGHT</u>
1. Low Ground Pressure (LGP) Track Type Tractor - Blade Type - Six Way -	80	17,000 lbs
2. LGP Track Type Tractor - Blade Type – Six Way	100	29,000 lbs.
3. LGP Track Type Tractor - Blade Type – Straight with Landfill Trash Rack -	185	45,000 lbs.
4. LGP Track Type Tractor - Blade Type – Straight with Landfill Trash Rack -	255	59,000 lbs.
5. Track Type Tractor - Blade Type – SU with Landfill Trash Rack -	300	82,000 lbs.
6. Motor Grader Blade Length – 14’ With Ripper -	215	41,000 lbs.
7. 38-Ton Solid Waste Compactor, Blade Type – Straight With Landfill Trash Rack Center Point Articulating -	315	76,000 lbs.
8. 50-Ton Solid Waste Compactor, Blade Type – U With Landfill Trash Rack Center Point Articulating-	480	115,000 lbs.
9. 25-Ton Articulating Haul Truck -	280	47,800 lbs.
10. 35-Ton Articulating Haul Truck -	350	66,500 lbs.
11. 40-Ton Articulating Haul Truck -	400	69,700 lbs.

PRICE SCHEDULE A: HEAVY EQUIPMENT CONTINUED:

<u>ITEM DESCRIPTION</u>	<u>HORSEPOWER RATING</u>	<u>OPERATING WEIGHT</u>
12. Wheel Loader – 7yd General Purpose Bucket with Bolt on Edge Center Point Articulating, 4WD -	300	65,000 lbs.
13. Wheel Loader – 4WD, Center Point Articulating, 9 yd. Bucket with Rock Spade Edge with Bolt on Segments and Teeth -	475	110,000 lbs.
14. Integrated Toolcarrier - 4WD, Interchangeable 3.5 yd. Bucket, Forks and Material Handler Arm -	160	27,000 lbs.
15. Hydraulic Excavator - 4.5 cu ft. Bucket; with Leveling Blade	40	7,200 lbs.
16. Compact Hydraulic Excavator – 4.5 cu ft. Bucket	43.5	10,000 lbs.
17. Hydraulic Excavator- 1 yd. Bucket -	100	38,000 lbs.
18. Hydraulic Excavator – 2.5 yd. Bucket -	165	60,000 lbs.
19. Hydraulic Excavator – 3 yd. Bucket -	320	98,000 lbs.
20. Backhoe Loader – 1.25 yd. Loader Bucket, with Bolt on Cutting Edge, 24” Backhoe Bucket -	85	15,500 lbs
21. Vibratory Soil Compactor - with 84” Smooth Drum -	145	24,000 lbs.
22. Vibratory Soil Compactor - with 84” Pad Foot Drum -	145	24,000 lbs.
23. Standard Open Bowl Scraper - Scraper capacity required To be minimum 15.5 yd. struck 22 yd. Heaped	330 to 365	71,790 lbs.

PRICE SCHEDULE A: HEAVY EQUIPMENT CONTINUED:

<u>ITEM DESCRIPTION</u>	<u>HORSEPOWER RATING</u>	<u>OPERATING WEIGHT</u>
24. Standard Open Bowl Scraper - Scraper capacity required To be minimum 24 yd. struck 34 yd. Heaped	450 to 485	100,600 lbs.
25. Elevating Scraper - Scraper capacity required To be minimum 18 yd. struck 23 yd. Heaped	330 to 365	81,840 lbs.
26. Wheel Tractor Scraper - Tandem powered Scraper capacity required To be minimum 20 yards, heaped.	Tractor hp: 450 Scraper hp: 250	112,750 lbs.
27. Mobile Water Truck and/or Tanker -	5000 Gallon Capacity	
28. Hydraulic Impact Hammer – required to have a minimum CIMA Impact Rating of 4,000 lbs. Minimum working weight shall be 6,500lbs. Unit required to have a nitrogen accumulator; With automatic greaser and a minimum tool diameter of 6.0” and a single round retaining Pin system for quick change of tooling. Unit is required to have a minimum Impact Frequency between 350 to 450 bpm; with a minimum tool working length of 25”. Unit required to be compatible for installation on a 2005 Caterpillar 345CL Hydraulic Excavator.		
29. Lowboy Trailer – required to have a minimum weight rating capacity of 50-tons; Be of the gooseneck in design; be equipped with three load axles with air ride suspension with a minimum of 75,000 lbs., capacity and also equipped with side deck brackets for wide load hauling. The hydraulic system may be either powered by the tractors’ PTO hydraulic system or by a remote power unit contained within the trailer. The trailer shall have a complete 12-volt lighting system consisting of marker lights, and directional signals and electrical wiring shall be modular type, water resistant harness enclosed in plastic or rubber trailer conduit; the tractor/trailer connector shall be a seven wire socket design and all items listed above are to comply with existing PA DOT regulations. The trailer will also comply with the current NHTSA conspicuous requirements and have all required reflective tape installed conforming to the current regulations. The trailer is required to be inspected and have a current PA inspection sticker installed as well.		

GENERAL DESCRIPTION OF BID ITEMS AND OTHER ACCESSORY SITUATION

The Horsepower Rating for each unit is the Flywheel Net Rating.

The Operating Weight of the machines that are listed in Price Schedule A is minimum weights.

Bid price shall include delivery, setup and training of LCRMS personnel on piece of equipment offered in bid.

DELIVERY TIME PERIOD FOR THE ITEM IN BID PRICE SCHEDULE A:

Delivery of this piece of equipment, F.O.B Point of Delivery, in conformance with the Contract Documents will be made within: **7 calendar days** from the effective date of the Rental Agreement **ON AN AS NEEDED BASIS**.

CAB AND ACCESSORIES:

1. Each Rental Unit when applicable shall be equipped with a fully enclosed ROPS cab with rollover protection, intermittent windshield wipers and washers' front and rear; back-up alarm and front warning horn.
2. Cabs shall have heater, defroster fan, pressurize, factory installed air conditioner, and operator air filtering system if applicable.
3. Cab shall be sound suppress to meet or exceed current OSHA noise standards and certified to meet OSHA 8-hour operator noise exposure requirements.
4. If applicable a front sun visor shall be supplied.
5. Cab shall have rear view mirrors inside and out if applicable.
6. A Yellow Safety Strobe Light is also required on top of cab when applicable.
7. Each unit shall have the equipment manufactures recommend internal and external lighting system in good working condition.
8. Each unit is required to have an operational and maintenance manual secured in the operators cab.
9. It is mandatory that all safety shields and devices are to be clean and in good working condition.

PRICE SCHEDULE B: SUPPORT EQUIPMENT:

<u>ITEM DESCRIPTION</u>	<u>UNIT RATING</u>
1. Industrial Forklift - Fuel – Diesel -	5,000 lbs. Lift Capacity
2. Skid Steer Loader - With Light Material Bucket, Grapple and Forks, Fuel – Diesel -	80 Flywheel Horsepower
3. Scissor Lift – 4WD, Rough Terrain Design, With Oscillating Axles -	40' Platform Height
4. Boom Lift – 4WD, Articulating and Oscillating Axles -	40' Platform Height
5. Telescoping Material Handler - 4WD, Rough Terrain Design, Fuel – Diesel -	44' Lift Height and 10,000 lbs. Lifting Capacity
6. Mobile Air Compressor - Towable, Fuel – Diesel -	185 CFM
7. Portable Light Tower - Towable, Fuel Diesel -	4,000 Watt
8. Portable Generator Unit , 365 kw Prime power, 120/208 or 277/480 volt, 3 phase, 60Hz, fully Enclosed trailer mounted and sound attenuated, Fuel: Diesel with 450 gal fuel tank minimum, with block heater and battery charger, also included 500 foot of 4/0 cable with pigtails	400 kw
9. Transport Passenger Van -	12 to 15 Passenger Capacity
10. Track Skid Steer Loader- With Light Material Bucket, Fuel – Diesel –	80 Flywheel Horsepower

PRICE SCHEDULE B: SUPPORT EQUIPMENT CONTINUED:

<u>ITEM DESCRIPTION:</u>	<u>UNIT RATING:</u>
11. Soil Conditioner -	72-Inch in Width, required to attach To a 80 HP Skid Steer, minimum
12. Landscape Rake -	72-Inch in Width, required to attach To a 80 HP Skid Steer, minimum
13. Tree Shear - Attaches to a 80 HP Steel Tracked Skid Steer	Required to process trees up to 14 inch Trees
14. Semi-Truck Tractor - 505 HP Engine 200 Gallon Fuel Capacity, Minimum Day Cab Tandem Axle Antilock Brake System Either 10 Speed Overdrive or Automatic Transmission (Automatic preferred) Power Steering Sliding Fifth Wheel Engine Brake or Retarder Air Ride Rear Suspension 2- Line Hydraulic System Capable for the Operation of either a Dump or Walking Floor Trailers	80,000 lbs. Gross Combined Vehicle Weight
15. 4 Inch Solids Handling Trash Pump With 20 Feet of 4 Inch Suction Hose With 50 Feet of 4 Inch Discharge Hose	430 GPM Capacity, Minimum
16. Walk Behind 22 Inch Single Drum Roller Operating Weight: 590, Minimum	2,000 lbs Impact Force, Minimum
17. Walk Behind 25 Inch Single Drum Roller Operating Weight: 1,400, Minimum	3,080 lbs Impact Force, Minimum
18. 22 Inch Double Drum Trench Roller Operating Weight: 2,900 lbs, Minimum Straight or Articulated, Remote Controlled	16,000 lbs Impact Force Minimum
19. 32 Inch Double Drum Trench Roller Operating Weight: 2,900 lbs, Minimum Straight or Articulated, Remote Controlled	18,000 lbs Impact Force Minimum

GENERAL DESCRIPTION OF BID ITEMS AND OTHER ACCESSORY SITUATIONS:

The Horsepower Rating for each unit is the Flywheel Net Rating.
The Unit rating of each item in Price Schedule B is a minimum rating.
A Yellow Safety Strobe Light is also required on top of cab when applicable.

Bid price shall include delivery, setup and training of LCRMS personnel on pieces of equipment offered in bid. Each unit is required to have an operational and maintenance manual secured either in the operator's cab some place accessible on the machine. It is mandatory that all safety shields and devices are to be clean and in good working condition.

PRICE SCHEDULE B. SUPPORT EQUIPMENT CONTINUED:

DELIVERY TIME PERIOD FOR THE ITEM IN BID PRICE SCHEDULE **B**:

Delivery of this piece of equipment, F.O.B Point of Delivery, in conformance with the Contract Documents will be made within: **24 hour period** from the effective date of the Rental Agreement **ON AN AS NEEDED BASIS.**

PRICE SCHEDULE C: MOBILE CRUSHER PLANTS AND MOBILE BULK MATERIAL SHREDDER:

ITEM DESCRIPTION:

1. Mobile Impact Crusher Plant:

The Mobile Impact Crusher Plant is required to be contained on either heavy-duty trailer chassis and/or track frame system. The feed hopper is required to have a minimum capacity of 7 cubic yards. The crusher inlet opening shall be a minimum of 50" X 28". Remote operator control and dust suppression systems are mandatory.

The Crusher Plant shall have a minimum output of 250 to 350 tons per hour. The Crusher Plant will be used at a landfill site for the purpose of processing, but not limited to sand stone, shale, dirt, concrete and asphalt.

2. Mobile Jaw Crusher Plant:

The Mobile Jaw Crusher Plant is required to be contained on either a heavy-duty trailer chassis and/or track frame system. The feed hopper is required to have a minimum capacity of 7 cubic yards. The crusher inlet opening shall be a minimum of 30" X 42". Remote operator control and dust suppression systems are mandatory. The Crusher Plant shall have a minimum output of 250 to 350 tons per hour. The Crusher Plant will be used at a landfill site for the purpose of processing, but not limited to sand stone, shale, dirt, concrete and asphalt.

3. Mobile Bulk Material Shredder:

The Mobile Bulk Material Shredder is required to be contained on either heavy-duty trailer chassis with 5th wheel, kingpin setup and/or self-propelled track frame system. The machine shall be of the single shaft, slow speed high torque design. The machine is required to be powered by a diesel engine with a minimum horsepower rating of 430. The machine will be equipped with a heavy duty shredding roller shaft that shall have the following minimum dimensions; 10 feet in length and 24 inches in diameter and have a rotation speed of at least 30 rpm. The roller shaft is required to have a minimum of 20 teeth. The tooth width required to be a minimum of 2 inches. The machine shall be equipped with hydraulically controlled shredding comb to guide the waste against the shredding roller shaft. The comb shall have the following minimum dimensions: 10 feet in length. Tooth width shall be 2 inch and have at least 22 teeth. Feed hopper for this machine is required to have a minimum length of 12 feet. And be able to be feed by either a large hydraulic excavator or wheel loader. The machine shall have a rear discharge conveyor belt with a minimum length of 20 feet and a width of 48 inches. The machine shall have hydraulically actuated leveling jacking legs. Remote operator control and dust suppression systems are mandatory. This machine will be used at a landfill site for the purpose of processing, but not limited to large tree stumps, roots, brush, clean wood waste, mixed construction/demolition waste, municipal solid waste, tires, and industrial waste. .

GENERAL DESCRIPTION OF BID ITEMS AND OTHER ACCESSORY SITUATIONS:

Bid price shall include delivery, setup and training of LCRMS personnel on piece of equipment offered in bid. Each unit is required to have an operational and maintenance manual secured either in the operator's cab some place accessible on the machine. It is mandatory that all safety shields and devices are to be clean and in good working condition.

DELIVERY TIME PERIOD FOR THE ITEM IN BID PRICE SCHEDULE C:

Delivery of this piece of equipment, F.O.B Point of Delivery, in conformance with the Contract Documents will be made within: **7 calendar days** from the effective date of the Rental Agreement **ON AN AS NEEDED BASIS.**

PRICE SCHEDULE D: MOBILE CRANE SERVICE:

The County will be requesting bid pricing for mobile cranes units with a tonnage range from approximately 10-ton up to 100-ton rating. The bid pricing submitted for this type of equipment shall include pricing for crane and operators (mandatory), insurance cost and fuel cost as well. These machines may be of the hydraulic truck mounted, all or rough terrain, truck mount stinger and industrial carry deck designs or types. These machines may be used on any County property located in various locations throughout the County of Lycoming. Upfront job quotes are required for each work task on all County property, which shall include delivery, setup, machine and operator cost per hour and any extra manpower or support pieces of equipment and tooling or permits cost required to complete the requested work task as listed in the bidder's submitted bid package. The primary work locations concerning this bid request will be at the LCRMS Landfill Site and Transfer Station. All crane operators that would operate cranes on County property are required to be certified and licensed by the Pennsylvania State Board of Crane Operators. All PA Crane Safety Rules and Regulations are required to be followed at all times during operation mobile cranes on County property.

GENERAL DESCRIPTION OF BID ITEMS AND OTHER ACCESSORY SITUATIONS:

It is mandatory that all safety shields and devices are to be clean and in good working condition on all Contractor's rental equipment that are used on County property. **DELIVERY TIME PERIOD FOR THE ITEM IN BID PRICE SCHEDULE D.** Delivery of the above-mentioned items, F.O.B Point of Delivery, in conformance with the Contract Documents will be made within: **7 calendar days** from the effective date of the Rental Agreement **ON AN AS NEEDED BASIS.**

BID FORM

- Bid for: Heavy Equipment: (Check if applicable _____)**
- Support Equipment: (Check if applicable _____)**
- Mobile Crushing Plants and Mobile Bulk**
- Material Shredder: (Check if applicable _____)**
- Mobile Crane Service (Check if applicable _____)**

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

This bid is submitted by: _____
Name of Bidder

This bid is submitted on: _____
Date

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

2. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instruction to Bidders. This bid will remain subject to acceptance for 60 days after bid opening. Bidder will sign and submit the agreement and other documents required by the Contract Documents within 10 days after the date of the County’s Notice of Award.

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

BID FORM CONTINUED

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

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

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

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

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

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

BID FORM CONTINUED

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

4. Bidder will complete the Work for the prices contained in the Bid Price Schedule attached to this Bid Form.
5. The following documents are attached to and made a condition of this Bid Form:
 - 5.1 Notice to Bidders
 - 5.2 Instruction to Bidders
 - 5.3 Terms and Conditions
 - 5.4 Rental Equipment Specifications
 - 5.5 This Bid Form.
 - 5.6 Non-Collusion Affidavit
 - 5.7 Equipment Rental Agreement
6. Communications concerning this bid shall be addressed to:

Name: Duane R. Laylon, LCRMS Purchasing Agent
 Address: P.O. Box 187, 447 Alexander Drive
Montgomery, PA 17752
 Phone: 1-800-326-9571
 Fax: 570-547-6534
 E-mail: duane.laylon@lcrms.com

BID FORM
BID FOR: RENTAL EQUIPMENT

<u>PRICE SCHEDULE A: HEAVY EQUIPMENT:</u>		<u>WEEKLY PRICE</u>	<u>MONTHLY PRICE</u>
1.	80 HP LGP Track Type Tractor:	\$_____	\$_____
2.	100 HP LGP Track Type Tractor:	\$_____	\$_____
3.	185 HP LGP Track Type Tractor:	\$_____	\$_____
4.	255 HP Track Type Tractor:	\$_____	\$_____
5.	300 HP Track Type Tractor:	\$_____	\$_____
6.	215 HP Motor Grader:	\$_____	\$_____
7.	38-Ton Solid Waste Compactor:	\$_____	\$_____
8.	50-Ton Solid Waste Compactor:	\$_____	\$_____
9.	25-Ton Articulating Haul Truck:	\$_____	\$_____
10.	35-Ton Articulating Haul Truck:	\$_____	\$_____
11.	40-Ton Articulating Haul Truck:	\$_____	\$_____
12.	300 HP Wheel Loader:	\$_____	\$_____
13.	475 HP Wheel Loader:	\$_____	\$_____
14.	160 HP Integrated Toolcarrier:	\$_____	\$_____
15.	40 HP Hydraulic Excavator	\$_____	\$_____
16.	43.5 HP Hydraulic Excavator	\$_____	\$_____
17.	100 HP Hydraulic Excavator:	\$_____	\$_____
18.	165 HP Hydraulic Excavator:	\$_____	\$_____
19.	320 HP Hydraulic Excavator:	\$_____	\$_____
20.	85 HP Backhoe Loader:	\$_____	\$_____

BID FORM CONTINUED

<u>PRICE SCHEDULE A: HEAVY EQUIPMENT:</u>		<u>WEEKLY PRICE</u>	<u>MONTHLY PRICE</u>
21.	Smooth Drum Vibratory Soil Compactor:	\$ _____	\$ _____
22.	Pad Drum Vibratory Soil Compactor:	\$ _____	\$ _____
23.	330 to 365 HP Standard open Bowel Scraper:	\$ _____	\$ _____
24.	450 to 485 HP Standard open Bowel Scraper:	\$ _____	\$ _____
25.	Elevating Scraper:	\$ _____	\$ _____
26.	Wheel Tractor Scraper:	\$ _____	\$ _____
27.	5000 Gal Mobile Water Truck or Tanker:	\$ _____	\$ _____
28.	Hydraulic Impact Hammer:	\$ _____	\$ _____
29.	50-Ton Lowboy Trailer:	\$ _____	\$ _____
<u>PRICE SCHEDULE B: SUPPORT EQUIPMENT:</u>		<u>WEEKLY PRICE</u>	<u>MONTHLY PRICE</u>
1.	Industrial Forklift – 5000 lb Lift:	\$ _____	\$ _____
2.	80 HP Skid Steer Loader:	\$ _____	\$ _____
3.	40' Scissor Lift:	\$ _____	\$ _____
4.	40' Boom Lift:	\$ _____	\$ _____
5.	44' Telescoping Material Handler:	\$ _____	\$ _____
6.	185 CFM Mobile Air Compressor:	\$ _____	\$ _____
7.	4,000 Watt Portable Light Tower:	\$ _____	\$ _____
8.	400 kw Portable Generator Unit	\$ _____	\$ _____
9.	Transport Passenger Van:	\$ _____	\$ _____
10.	80 HP Track Skid Steer Loader:	\$ _____	\$ _____
11.	72-Inch Soil Conditioner:	\$ _____	\$ _____
12.	72-Inch Landscape Rake:	\$ _____	\$ _____

<u>PRICE SCHEDULE B: SUPPORT EQUIPMENT:</u>		<u>WEEKLY PRICE</u>	<u>MONTHLY PRICE</u>
11.	Tree Shear attached to 80 HP Steel Track Skid Steer Loader:	\$ _____	\$ _____
14.	Semi-Truck Tractor; 80,000 lbs CGVW:	\$ _____	\$ _____
15.	4 Inch Solids Handling Trash Pump:	\$ _____	\$ _____
16.	Walk Behind 22 Inch Single Drum Roller:	\$ _____	\$ _____
17.	Walk Behind 25 Inch Single Drum Roller:	\$ _____	\$ _____
18.	22 Inch Double Drum Trench Roller:	\$ _____	\$ _____
19.	32 Inch Double Drum Trench Roller:	\$ _____	\$ _____

<u>PRICE SCHEDULE C: MOBILE CRUSHER:</u>		<u>WEEKLY PRICE</u>	<u>MONTHLY PRICE</u>
1.	Mobile Impact Crushing Plant:	\$ _____	\$ _____
2.	Mobile Jaw Crushing Plant:	\$ _____	\$ _____
3.	Mobile Bulk Material Shredder:	\$ _____	\$ _____

BOTTOM PART OF THIS PAGE INTENTIONALLY LEFT BLANK SEE NEXT PAGE FOR PRICE SCHEDULE-D- MOBILE CRANE SERVICE:

PRICE SCHEDULE-D: MOBILE CRANE SERVICE:

Each Bidder is encouraged to list on this bid form the most number of Cranes that are available within their company’s inventory that would fall within the above requested tonnage and type.

Equip Descriptin Tonnage/ Type	Machine and Operator Hourly Rate	8 Hr. Daily Machine and Operator Rate	Overtime\ Weekend Rate	Minimum Mobiliztn Fee	Travel Rate	Counter weight Fee	PA DOT Permit Fee	Rigger or Signal Person Fee	PA Prevailing Wage Fee for Operator

If Bidders would have additional rates or fees that are not covered within the above requested listing, then please list on a separate piece of paper and submit with bid form within bid package as described on page-21, under Item-21. Exceptions. Also be advised that the requested rates for Crane Service within this bid request are for operator and machine.

BID FORM CONTINUED SIGNATURE BLOCK

NAME OF BIDDER: _____

ADDRESS: _____

SIGNED: _____

PRINT NAME: _____

TITLE: _____

PHONE NUMBER: _____

CELL PHONE NUMBER: _____

E-MAIL ADDRESS: _____

DATED BID WAS SUBMITTED BY VENDOR: _____

DATE BID WAS ACCEPTED BY COUNTY FOR REVIEW: _____

NAME AND TITLE: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

Bid/Contract/Proposal For: _____

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

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

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

I state that:

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

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

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

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

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

NON-COLLUSION AFFIDAVIT CONTINUED

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

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

Name: _____

Signature: _____

Title: _____

Name of Contractor: _____

Sworn to and subscribed before me

this ____ day of _____, 20 __.

Notary Public

My Commission Expires:

ATTACHMENT A

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT is dated ____ __, 2019 is by and between _____ a(n) (individual / partnership / corporation), with a principal place of business at (“Lessor”), and the County of Lycoming, a Pennsylvania municipality with a principal place of business at the Lycoming County Courthouse, 48 West Third Street, Williamsport, PA 17701 (“Lessee”).

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following: _____ (the “Equipment”).
2. This Agreement is for a period of _____ commencing on _____ and terminating on _____.
3. Rent shall be in the amount of _____ payable to Lessor within 30 days after the date of invoice.
3. Lessor is responsible for ordinary and necessary repairs, maintenance and servicing of the Equipment at Lessor's cost and expense. Lessee will notify Lessor immediately upon discovery of any need for repairs, maintenance or servicing of the Equipment.
5. Lessee agrees to use the Equipment in a careful and proper manner, in conformity with manufacturer’s specifications and industry practices.
6. Risk of loss, damage, theft or destruction to the Equipment will be borne by Lessee during Lessee's use, possession or operation of the Equipment, unless the Equipment is lost, damaged, stolen or destroyed by act or omission of Lessor, in which case Lessor will bear the risk of loss, damage, theft or destruction. Lessee’s liability shall be limited to the value of the Equipment, and Lessee shall not be liable to Lessor for any amount in excess of the current value of the Equipment.
7. Lessee will insure the Equipment against fire, theft and such other risks as Lessor may reasonably request, naming Lessor as an additional insured. Lessor shall also insure the Equipment against such risks and in such amounts as Lessee may reasonably request, naming Lessee as an additional insured. Lessor shall provide Lessee evidence of such insurance upon request.
8. If Lessee defaults in making any payment to Lessor when due, or if Lessee defaults in performance of any other provision of this Agreement, Lessor may terminate this Agreement immediately at Lessor’s option.

- 9. No assignment of this Agreement or of any party’s rights and obligations under this Agreement is valid without the express written consent of both parties.
- 10. This Agreement is part of the Rental Equipment Bid Package. This agreement and the Rental Equipment Bid Package contain the entire agreement between Lessor and Lessee relating to its subject matter and may be amended or altered only by a writing duly executed by both parties.
- 11. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any claim, demand or suit arising out of or pertaining to this Agreement and/or its subject matter shall be brought in and only in the Court of Common Pleas of Lycoming County.
- 12. The Lessee intends to list the Equipment on its insurance policy. Lessor has represented to Lessee that the value of the Equipment for insurance purposes is: \$_____.

Intending to be legally bound, the parties, by and through their duly authorized agents, have set their hands on the day and year written below.

LESSOR

By:_____

Print Name:_____

Organization:_____

COUNTY OF LYCOMING

R. Jack McKernan, Chairman

ATTEST:

Matthew A. McDermott, Chief Clerk

Tony R. Mussare, Vice Chairman

Richard Mirabito, Secretary