

**PROCUREMENT DOCUMENT  
PURCHASE OF  
USED CATERPILLAR 836K  
LANDFILL COMPACTOR**



**Prepared by:**

**Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604-4425**

**December, 2019**

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## INVITATION TO BID

### LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY

#### PURCHASE OF USED CATERPILLAR 836K LANDFILL COMPACTOR

Sealed bids will be received by the Lancaster County Solid Waste Management Authority (LCSWMA) until, and will be publicly opened and read, on Monday, December 30, 2019, at 9:00 A.M. in LCSWMA's Office at 1299 Harrisburg Pike, Lancaster, PA 17603 for the purchase of a Used Caterpillar 836K Landfill Compactor.

Procurement Documents may be obtained free of charge from LCSWMA's Office, 1299 Harrisburg Pike, Lancaster, PA or at [www.lcswma.org/bids](http://www.lcswma.org/bids)

Each Bid must be accompanied by a certified check, bank cashier's check, trust company treasurers check or bid bond for 10% of the Bid total. No Bid may be withdrawn until thirty (30) days after Bid opening, and LCSWMA shall award the Procurement Agreement or reject all Bids on or before such thirty (30) days.

LCSWMA hereby reserves the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, mistakes, defects, or irregularities in any Bid at its sole discretion.

LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

**INSTRUCTIONS TO BIDDERS**

**PURCHASE OF**

**USED CAT 836K LANDFILL COMPACTOR**

**Instructions to Bidders (ITB) - Table of Contents**

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# **INSTRUCTIONS TO BIDDERS FOR PROCUREMENT CONTRACTS**

## **1. Defined Terms.**

Terms used in these Instructions to Bidders which are defined in the Procurement General Conditions, have the meanings assigned to them in the Procurement General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder or Bidders to whom LCSWMA (on the basis of LCSWMA's evaluation as hereinafter provided) makes an award.

## **2. Copies of Bidding Documents.**

2.1 Complete sets of the Bidding Documents may be obtained from LCSWMA, 1299 Harrisburg Pike, Lancaster, PA or at [www.lcswma.org/bids](http://www.lcswma.org/bids)

2.2 LCSWMA in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for furnishing the Goods and/or Special Services and does not confer a license or grant for any other use.

## **3. Qualifications of Bidders.**

To demonstrate qualifications to furnish the Goods and/or Special Services, each Bidder shall submit upon LCSWMA's request written information, such as delivery and service capabilities, financial data, and previous experience.

## **4. Examination of Procurement Documents and Site.**

4.1 Before submitting a Bid, each Bidder must (a) examine the Procurement Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost of, or the furnishing of, the Goods and/or Special Services, (c) study and carefully correlate Bidder's observations with the Procurement Documents, and (d) if specified, or if, in Bidder's judgement, any local condition which may in any manner affect the cost of, or the furnishing of, the Goods and/or Special Services, visit the site to become familiar with local conditions.

4.2 Upon request LCSWMA will provide each Bidder access to the site or equipment to conduct such investigations as each Bidder deems necessary for submission of a Bid.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Procurement Documents and that the Procurement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for furnishing the Goods and/or Special Services.

## **5. Interpretations.**

All questions about the meaning or intent of the Procurement Documents shall be submitted to LCSWMA in writing. Replies will be issued by Addenda mailed or delivered to all persons recorded by LCSWMA as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **6. Bid Security.**

6.1 Each Bid must be accompanied by a certified check, bank cashier's check, trust company treasurers check or bid bond for 10% of the highest individual bid.

6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Procurement Agreement whereupon it will be returned; if the successful Bidder fails to execute and deliver the Procurement Agreement within ten (10) days of the Notice of Award, LCSWMA may annul the Notice of Award and the Bid Security of that Bidder will be forfeited to LCSWMA and, at LCSWMA's option, retained by LCSWMA as liquidated damages or applied on account of LCSWMA's actual damages. The Bid Security of any Bidder whom LCSWMA believes to have a reasonable chance of receiving the award may be retained by LCSWMA until a Procurement Agreement is executed. Bid Security of other Bidders will be returned after the Bid award.

## **7. Contract Time.**

See applicable provisions of the Procurement Agreement and the Procurement General Conditions.

## **8. Damages.**

Provisions for damages, if any, are set forth in the Procurement Agreement.

## **9. Substitute Material or Equipment.**

Materials or equipment may be specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor. Any bid that proposes materials or equipment other than that specified or described in the Procurement Documents will be considered non-responsive and be rejected.

Any Bidder who desires to submit a bid incorporating materials or equipment other than that specified or described in the Procurement Documents must submit a written request for approval of substitute materials or equipment to LCSWMA no less than seven (7) days prior to the scheduled bid opening date. Any such request for substitute materials or equipment will be considered only if it contains all of the following information:

### **A. Dealership/Service Facility:**

- Location and description of closest dealership/service facility to the Point of Delivery, Article 3, Page PA-1.
- Credentials of all service and repair staff employed at the dealership/service facility.
- Description of inventory of parts located at the dealership/service facility.
- Description of procedure for ordering and subsequent shipment of parts not inventoried at dealership/service facility including expected turnaround time on any parts not inventoried at the local dealership/service facility.

B. Specifications

- Complete the Bidders Certification, Section D, Page BF-3 with a complete description indicating any differences for each item specified.

C. Compliance

- Written assurance from the Bidder that all requirements of the Procurement Document including all items in the Supplementary Conditions, pages PSC-1 through PSC-2 including Warranty, Bonding, and Delivery Schedules will be met.

D. References

- List of References with Contact Names and Phone Numbers. The Reference List should include Governmental Agencies/Authorities with similar applications.

E. Equipment Demonstration

- Date, Location, and Time Bidder can demonstrate equipment of similar make and model Bidder proposes to bid. Demonstration must be within one (1) travel day.

LCSWMA will make a determination regarding the acceptability of the proposed material or equipment in favor of the best interest of LCSWMA. LCSWMA is under no obligation to approve such material or equipment. In the event LCSWMA approves any proposed substitute materials or equipment LCSWMA will issue an addendum to the Procurement Documents incorporating such substitutes as acceptable materials or equipment.

**10. Bid Form.**

10.1 The Bid Form is attached hereto; additional copies may be obtained from LCSWMA.

10.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals. In the event of any discrepancy between the price as stated in words and as stated in numerals, the prior stated in words shall control.

10.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, treasurer or assistant treasurer. The corporate address and state of incorporation shall be shown below the signature.

10.4 Bid by partnerships must be executed in the partnership name and signed by an authorized general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All names must be typed or printed below the signature.

10.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).



10.7 The address to which communications regarding the Bid are to be directed and the name of the responsible person must be shown.

#### **11. Submission of Bids.**

Bids must be submitted at the time and place indicated in the Invitation to Bid and must be included in an opaque sealed envelope, marked with the bid document title, make and model of the equipment bid, and name and address of the Bidder and accompanied by the Bid Security and other required documents. Bids received after the time indicated for receipt of the bids or received at a place other than the location where bids are to be delivered, may not be considered. If the Bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the bid document title, make and model of the equipment bid, and name and address of the Bidder on the face thereof.

#### **12. Modification and Withdrawal of Bids.**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

#### **13. Opening of Bids.**

Bids will be opened publicly and will be read aloud. An abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

#### **14. Bids to Remain Open.**

All Bids shall remain valid and irrevocable for thirty (30) days after the day of the Bid opening, but LCSWMA may, in its sole discretion and subject to the provisions of paragraph 6.2, release any Bid and return the Bid Security prior to that date.

#### **15. Award of Contract.**

15.1 LCSWMA hereby reserves the right, which is understood and agreed to by all Bidders, in its sole discretion, to reject any and all Bids and to waive any omissions, errors, mistakes, defects, or irregularities in any Bid.

15.2 In evaluating Bids, LCSWMA shall consider the qualifications of the Bidders, whether or not the Bids comply with the Procurement Documents. If alternate bids are listed in the Bid Form, LCSWMA may accept them in any order or combination.

15.3 LCSWMA may consider operating costs, maintenance requirements, performance data, and guarantees of materials and equipment, along with any other information or factors deemed relevant or material by LCSWMA.

15.4 LCSWMA may conduct such investigations as LCSWMA deems necessary to assist in the evaluation of material and equipment and any Bid at any time in order to establish the responsibility, qualifications and financial ability of a Bidder to furnish the Goods and/or Special Services in accordance with the Procurement Documents.

15.5 The Procurement Agreement, if awarded, will be awarded to the lowest, responsible Bidder or Bidders based upon LCSWMA's evaluation which indicates that the award will be in the best interest of LCSWMA.

15.6 If the Procurement Agreement is to be awarded, LCSWMA will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening.

**16. Performance and Other Bonds.**

Paragraph 4.1 of the Procurement General Conditions and the Procurement Supplementary Conditions set forth LCSWMA's requirements as to performance and other bonds. When the Successful Bidder delivers the executed Procurement Agreement to LCSWMA it shall be accompanied by the required performance and other bonds.

**17. Signing of Procurement Agreement.**

When LCSWMA gives a Notice of Award to the Successful Bidder, it will be accompanied by two (2) unsigned counterparts of the Procurement Agreement. Within ten (10) days thereafter, BIDDER shall sign and deliver two (2) counterparts of the Procurement Agreement to LCSWMA, including any performance or other bonds which may be required. Within five (5) days thereafter LCSWMA will deliver one fully signed counterpart to BIDDER together with all other Procurement Documents attached.

**18. Special Requirements.**

(As specified in the Supplementary Conditions).

**BID FORM**

**PURCHASE OF  
USED CATERPILLAR 836K LANDFILL COMPACTOR**

**BID FORM**  
**FOR**  
**PURCHASE OF**  
**USED CATERPILLAR 836K LANDFILL COMPACTOR**

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

THIS BID IS SUBMITTED TO:

Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604-4425

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish the Goods and/or Special Services as specified or indicated in the Procurement Documents in accordance with the Procurement Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents that:

BIDDER has examined copies of all the Procurement Documents and of the following Addenda:

Date	Number
_____	_____
_____	_____
_____	_____

4. 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 in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any 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 by collusion to obtain for itself any advantage over any other Bidder or over LCSWMA.
5. BIDDER, having carefully examined the Procurement Documents and point of delivery for the above-captioned Goods and/or Special Services, agrees to furnish the Goods and/or Special Services in accordance with all provisions of the Procurement Document.
6. BIDDER accepts the provisions of the Procurement Agreement.

Prices bid below shall include the complete cost of all transportation, tools, materials, labor, incidentals and services for providing the items below f.o.b. at the point of delivery (LCSWMA Frey Farm Landfill, 3049 River Road, Conestoga, PA 17516) and in accordance with the Procurement Documents.

## BID SCHEDULE

### A. USED CATERPILLAR 836K LANDFILL COMPACTOR

	YEAR	MAKE / MODEL / SERIAL NUMBER
USED CATERPILLAR 836K LANDFILL COMPACTOR		
Bid Price: (\$ _____ ) (In Numbers)		
_____ and _____/100 (In Words)		

**D. CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

Bidder shall provide a Used Caterpillar 836K Landfill Compactor, equipped and configured in conformity with the specifications listed below. The specifications cover the minimum requirements for the Used Caterpillar 836K Landfill Compactor. In confirmation that the Bidder shall, if awarded the contract, perform in strict compliance with the specifications, the Bidder shall indicate in the spaces provided below whether its equipment or materials meets or exceeds the specifications listed. If the Bidder's material or equipment meets the specifications, complete the item line by the use of the word "meets". In any instance where specifications are exceeded, the Bidder shall explain in writing how the specification is exceeded.

<u>Specifications</u>	<u>Bidder's Certification</u>
1. Used Caterpillar 836K Landfill Compactor	_____
2. Model Year: 2018 or newer	_____
3. Hours: Less than 1,300 original frame hours	_____
4. Front and rear no-spin differentials	_____
5. Swing out stairs	_____
6. Dry chemical automatic fire suppression system	_____
7. Macpactor diamond wheels (minimum 90% life remaining)	_____
8. CAT straight landfill blade	_____
9. Weight: 123,000 lbs.	_____
10. Caterpillar powershift transmission	_____
11. STIC steering system	_____
12. 3 year/5,000 hour extended powertrain warranty from Caterpillar, 3 month/500 hour total parts warranty	_____
13. Trade in value of LCSWMA's current 836H compactor must be submitted, 836H must be taken in on trade	_____

**E. EQUIPMENT ORIGIN**

Indicate the statement which best describes where the equipment being bid is manufactured and assembled:

- 1. Manufactured and assembled in the U.S.A. \_\_\_\_\_
- 2. Manufactured outside the U.S.A., but assembled in the U.S.A. \_\_\_\_\_
- 3. Manufactured and assembled outside the U.S.A. \_\_\_\_\_

Delivery location: 3049 River Road, Conestoga, PA 17516

Delivery date: Within thirty (30) days of bid award.



(If A Partnership)

\_\_\_\_\_  
Name of Partnership

( ) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

(If A Corporation)

\_\_\_\_\_  
Name of Corporation

Attest:

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

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

( ) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of President/Vice President

Print or type here the names and addresses of all general partners, if a partnership, or of three principal officers, if a corporation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**PROCUREMENT AGREEMENT**

**PURCHASE OF  
USED CATERPILLAR 836K LANDFILL COMPACTOR**

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THIS PROCUREMENT AGREEMENT is dated as of the \_\_\_ day of \_\_\_\_\_ in the year 2020 by and between the Lancaster County Solid Waste Management Authority (LCSWMA) and \_\_\_\_\_ (hereinafter called SUPPLIER).

LCSWMA and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. GOODS AND SERVICES**

SUPPLIER shall furnish the Goods and/or Special Services as specified or indicated in, and in accordance with, the Procurement Documents. The Goods to be furnished are generally described as follows: Used Caterpillar 836K Landfill Compactor.

**Article 2. LCSWMA**

The Goods and/or Special Services have been specified by the LCSWMA.

**Article 3. POINT OF DELIVERY**

The location where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as: LCSWMA Frey Farm Landfill, 3049 River Road, Conestoga, PA 17516.

**Article 4. CONTRACT TIME**

4.1 The Goods are to be delivered at point of delivery and ready for LCSWMA's acceptance of delivery: Within Thirty (30) Days of Bid Award.

4.2 Damages. If SUPPLIER is unable to deliver the acceptable Goods within the time specified in Paragraph 4.1, the SUPPLIER will provide the type and kind of Goods agreeable to LCSWMA for the use of LCSWMA and at no cost to LCSWMA until such time as delivery of acceptable Goods.

**Article 5. CONTRACT PRICE**

5.1 LCSWMA shall pay SUPPLIER for furnishing the Goods and/or Special Services and for performing other services in accordance with the Procurement Documents. The Contract Price is: \$\_\_\_\_\_.

**Article 6. PAYMENT PROCEDURES**

SUPPLIER shall submit Invoices for Payment in accordance with the Procurement General Conditions. Invoices for Payment will be processed by LCSWMA and paid net thirty (30) days from date of delivery unless other terms of payment are agreed upon by LCSWMA and SUPPLIER.

**Article 7. INTEREST**

All monies not paid when due hereunder shall bear interest at the legal rate provided by Pennsylvania law.

**Article 8. SUPPLIER'S REPRESENTATIONS**

In order to induce LCSWMA to enter into this Procurement Agreement SUPPLIER makes the following representations:

- 8.1 SUPPLIER is familiar with the nature and extent of the Procurement Documents and has given LCSWMA written notice of all conflicts, errors or discrepancies that SUPPLIER has discovered in the Procurement Documents and the written resolution thereof by LCSWMA is acceptable to SUPPLIER.
- 8.2 SUPPLIER is familiar with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the furnishing of the Goods and/or Special Services, or the performance by SUPPLIER or SUPPLIER's obligations under the Procurement Agreement.
- 8.3 SUPPLIER does not require additional information from LCSWMA to enable SUPPLIER to furnish the Goods and/or Special Services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement Documents.
- 8.4 SUPPLIER has correlated the results of all examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### **Article 9. PROCUREMENT DOCUMENTS**

The Procurement Documents which comprise the entire agreement between LCSWMA and SUPPLIER are attached to, or accompany, this Procurement Agreement, are made a part hereof and consist of the following:

- 9.1 This Procurement Agreement (pages PA-1 to -PA -4).
- 9.2 Exhibits to this Procurement Agreement (pages \_\_\_ to \_\_\_, inclusive).
- 9.3 Performance and other bonds, as required.
- 9.4 Notice of Award.
- 9.5 Procurement General Conditions (pages PGC-1 to PGC-6 inclusive).
- 9.6 Procurement Supplementary Conditions (pages PSC-1 to PSC-2, inclusive).
- 9.7 Addenda numbers \_\_\_ to \_\_\_, inclusive.
- 9.8 SUPPLIER'S Bid Form (pages BF-1 to BF-5, inclusive).
- 9.9 Documentation submitted by SUPPLIER prior to Notice of Award (Pages \_\_\_ to \_\_\_, inclusive).
- 9.10 All Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 There are no Procurement Documents other than those listed above in this Article 9. The Procurement Documents may only be altered, amended or repealed by a Change Order.

#### **Article 10. MISCELLANEOUS**

- 10.1 Terms used in this Procurement Agreement shall have the meanings indicated in the Procurement General Conditions.

10.2 This Agreement shall be binding upon LCSWMA and SUPPLIER and their respective heirs, successors, authorized assigns and legal representatives, provided that SUPPLIER may not assign or transfer SUPPLIER's rights or obligations, under any Procurement Document without LCSWMA's prior written consent, which consent LCSWMA may withhold.

**Article 11. OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed this Procurement Agreement in duplicate. One counterpart has been delivered to SUPPLIER and one counterpart to LCSWMA. All portions of the Procurement Documents have been signed or identified by LCSWMA and SUPPLIER on their behalf.

This Procurement Agreement will be effective on \_\_\_\_\_, 2020.

**LCSWMA:**

BY: \_\_\_\_\_ Chief Operating Officer  
Thomas F. Adams (Title)

Address for giving notice

1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604-4425 (Corporate Seal)

**SUPPLIER:**

(If An Individual)

\_\_\_\_\_(SEAL)  
Witness Signature of Individual

Trading and doing business as:

( ) \_\_\_\_\_  
Phone Number Name of Business  
\_\_\_\_\_  
Address of Business

(If A Partnership)

\_\_\_\_\_  
Name of Partnership

( ) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Partnership

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Partner

(If A Corporation)

\_\_\_\_\_  
Name of Corporation

Attest:

\_\_\_\_\_  
Secretary or Assistant Secretary

\_\_\_\_\_  
Address of Principal Office

(Corporate Seal)

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

( ) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of President/Vice President

Print or type here the names and addresses of all general partners, if a partnership, or of three principal officers, if a corporation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROCUREMENT GENERAL CONDITIONS**

**PURCHASE OF**

**USED CATERPILLAR 836K LANDFILL COMPACTOR**

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# PROCUREMENT GENERAL CONDITIONS

## Article 1. DEFINITIONS

Wherever used in these Procurement General Conditions or in the other Procurement Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Procurement Documents.

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price(s) for furnishing the Goods and/or Special Services.

**Bonds** - Bid and performance bonds and other instruments of security.

**Change Order** - A written order to SUPPLIER signed by LCSWMA authorizing an addition, deletion or revision in the Goods and/or Special Services, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Procurement Agreement.

**Contract Price** - The moneys payable by LCSWMA to SUPPLIER under the Procurement Documents as stated in the Procurement Agreement.

**Contract Time** - The total number of days or the dates stated in the Procurement Agreement for furnishing the Goods and/or Special Services.

**Effective Date of the Procurement Agreement** - The date indicated in the Procurement Agreement on which it becomes effective, or if no such date is indicated, the date on which the Procurement Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Goods** - The property to be furnished under the Procurement Documents.

**Invoice for Payment** - The form accepted by LCSWMA which is to be used by SUPPLIER in requesting payments and which is to include such supporting documentation as is required by the Procurement Documents.

**LCSWMA** - Lancaster County Solid Waste Management Authority

**Notice of Award** - The written notice by LCSWMA to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, LCSWMA will sign and deliver the Procurement Agreement.

**Point of Delivery** - The location designated in the Procurement Agreement where the Goods are to be delivered.

**Procurement Agreement** - The written agreement between LCSWMA and SUPPLIER covering the furnishing of the Goods and/or Special Services in connection therewith. Other Procurement Documents are attached to the Agreement and made a part thereof as provided therein.

**Procurement Documents** - The documents specified in the Procurement Agreement as the Procurement Documents.

**Special Services** - The services to be furnished under the Procurement Documents.

**Specifications** - Those portions of the Procurement Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Goods and/or Special Services, and certain administrative details applicable thereto.

**SUPPLIER** - The person, firm or corporation with whom LCSWMA has entered into the Procurement Agreement.

## **Article 2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

When SUPPLIER delivers the executed Procurement Agreement to LCSWMA, SUPPLIER shall also deliver to LCSWMA such Bonds as SUPPLIER may be required to furnish.

### **2.2 Commencement of Contract Time**

The Contract Time will commence to run on the Effective Date of the Procurement Agreement.

## **Article 3. INTENT OF PROCUREMENT DOCUMENTS**

3.1 The Procurement Documents comprise the entire agreement between LCSWMA and SUPPLIER concerning the furnishing of the Goods and Special Services. The Procurement Documents may be altered only by a Change Order.

3.2 If during performance of the Procurement Agreement, SUPPLIER finds a conflict, error or discrepancy in the Procurement Documents, SUPPLIER shall so report to LCSWMA in writing at once and shall obtain a written interpretation or clarification from LCSWMA. Nothing herein shall be deemed to excuse the obligations of SUPPLIER provided under Article 4 of the Instructions to Bidders.

3.3 All materials, equipment and services that may reasonably be inferred from the Procurement Documents as being required to produce the intended result will be supplied by SUPPLIER whether or not specifically called for.

## **Article 4. INSURANCE**

### **4.1 Insurance**

Unless otherwise provided in the Procurement Supplementary Conditions, SUPPLIER shall assume all risk of loss or damage to the Goods prior to delivery to, and acceptance thereof by LCSWMA.

## **Article 5. SHIPMENT AND DELIVERY OF GOODS**

5.1 All Goods will be delivered to LCSWMA in accordance with the Procurement Documents. SUPPLIER shall select the means and methods of transportation and all transportation charges, including without limitation, switching, trucking, lighterage and special handling, shall be paid by SUPPLIER.

5.2 SUPPLIER shall give LCSWMA reasonable prior notice of the date when the Goods will be ready for shipment, as well as the manner of shipment.

- 5.3 LCSWMA shall Conduct an inspection and final acceptance of the Goods within a reasonable time after delivery. LCSWMA may conduct an initial inspection of the Goods for limited purposes such as identification of the Goods and verification of general quantities, but in no event shall any such inspection be deemed to be a final inspection or acceptance. Should any defects be determined by LCSWMA prior to final acceptance, LCSWMA may, in addition to all other rights afforded by law, equity or this Agreement, elect at its option to (1) have the SUPPLIER, at its cost, cure the defect within a time established by LCSWMA, (2) effect a cure and deduct the cost (including administrative costs of LCSWMA) thereof from the Contract Price, (3) terminate the contract and/or (4) accept the Goods as is and deduct the value of the defect from the Contract Price.

#### **Article 6. INVOICES FOR PAYMENT**

- 6.1 SUPPLIER shall submit to LCSWMA Invoices for Payment accompanied by such supporting documentation as is provided in the Procurement Documents and as otherwise reasonably required by LCSWMA.
- 6.2 When SUPPLIER has to the satisfaction of LCSWMA furnished the Goods and all Special Services and delivered all documents as specified in the Procurement Documents, LCSWMA will make final payment.

#### **Article 7. SUPPLIER'S RESPONSIBILITIES**

##### **7.1 Supervision and Coordination**

SUPPLIER shall competently and efficiently supervise and direct the furnishing of Goods and/or Special Services and coordinate all operations required to deliver the Goods and furnish Special Services. SUPPLIER shall designate in writing to LCSWMA a person with authority to act on behalf of SUPPLIER with respect to SUPPLIER'S obligations under the Procurement Documents, and all communications given to or received from that person will be binding on SUPPLIER.

##### **7.2 Material, Equipment and Workmanship**

Unless otherwise specified, the Goods, and all materials and equipment incorporated in the Goods, will be new and of good quality and in conformity to the Procurement Specifications. All workmanship will be of good quality and free from defects. SUPPLIER shall, if required by LCSWMA, furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the Goods. Special Services will be performed by competent and qualified personnel.

##### **7.3 Substitute Material or Equipment**

Materials or equipment may be specified or described in the Procurement Documents by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor. Any bid that proposes materials or equipment other than that specified or described in the Procurement Documents will be considered non-responsive and may be rejected.

Any Bidder who desires to submit a bid incorporating materials or equipment other than that specified or described in the Procurement Documents must submit a written request for approval of substitute materials or equipment to LCSWMA no less than seven (7) days prior to the scheduled bid opening date. Any such request for substitute materials or equipment will be considered only if it contains all of the following information:

A. Dealership/Service Facility:

- Location and description of closest dealership/service facility to the Point of Delivery, Article 3, Page PA-1.
- Credentials of all service and repair staff employed at the dealership/service facility.
- Description of inventory of parts located at the dealership/service facility.
- Description of procedure for ordering and subsequent shipment of parts not inventoried at dealership/service facility including expected turnaround time on any parts not inventoried at the local dealership/service facility.

B. Specifications

- Complete the Bidders Certification, Section D, Page BF-3 with a complete description indicating any differences for each item specified.

C. Compliance

- Written assurance from the Bidder that all requirements of the Procurement Document including all items in the Supplementary Conditions, pages PSC-1 through PSC-2 including Warranty, Bonding, and Delivery Schedules will be met.

D. References

- List of References with Contact Names and Phone Numbers. The Reference List should include Governmental Agencies/Authorities with similar applications.

E. Equipment Demonstration

- Date, Location, and Time Bidder can demonstrate equipment of similar make and model Bidder proposes to bid. Demonstration must be within one (1) travel day.

LCSWMA will make a determination regarding the acceptability of the proposed material or equipment in favor of the best interest of LCSWMA. LCSWMA is under no obligation to approve such material or equipment. In the event LCSWMA approves any proposed substitute materials or equipment LCSWMA will issue an addendum to the Procurement Documents incorporating such substitutes as acceptable materials or equipment.

**Article 8. LCSWMA'S RESPONSIBILITIES**

- 8.1 LCSWMA shall furnish the data required of LCSWMA under the Procurement Documents and shall make payments to SUPPLIER when due.
- 8.2 In connection with LCSWMA's rights to order changes in accordance with the Procurement Documents, LCSWMA will execute approved Change Orders.
- 8.3 LCSWMA shall conduct a final inspection and advise the SUPPLIER of final acceptance or rejection within a reasonable time after delivery.

## **Article 9. CHANGES IN THE GOODS OR SPECIAL SERVICES**

- 9.1 Without invalidating the Agreement, LCSWMA may, at any time or from time to time, order additions, deletions or revisions in the Goods or Special Services; these changes will be authorized by Change Orders. Upon receipt of a Change Order, SUPPLIER shall proceed on the basis of the change involved. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made on the basis of a claim made by either party.
- 9.2 LCSWMA may direct minor changes in the Goods or Special Services not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

## **Article 10. CHANGE OF CONTRACT PRICE**

- 10.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to SUPPLIER for furnishing the Goods, Special Services and performing other services in connection therewith. All duties, responsibilities and obligations assigned to or undertaken by SUPPLIER shall be at SUPPLIER's expense without change in the Contract Price.
- 10.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to LCSWMA within fifteen (15) days of occurrence of the event giving rise to the claim. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

## **Article 11. CHANGE OF CONTRACT TIME**

- 11.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to LCSWMA within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 11.2 All time limits stated in the Procurement Documents for performance by SUPPLIER of SUPPLIER's obligations are of the essence.

## **Article 12. WARRANTY AND GUARANTEE; TEST AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE**

SUPPLIER warrants that the Goods shall be free from any defects in materials or workmanship and shall perform as intended for the manufacturer's standard warranty periods. This warranty shall be the warranty provided by the manufacturer and SUPPLIER shall insure that the standard warranty issued by the manufacturer is available to LCSWMA as a purchaser of the equipment called for by the Procurement Agreement, in privity of contract with manufacturer. The warranty provided by SUPPLIER shall commence from the date of final acceptance. During the warranty period SUPPLIER shall cure, at SUPPLIER'S sole cost, any defects in materials, workmanship or operational ability. SUPPLIER warrants that the Goods are merchantable and fit for the particular purpose for which they are sold under the Procurement Agreement. Any costs incurred by LCSWMA, direct, indirect or consequential, as a result of any breach of warranty or of any other breach of the obligations of SUPPLIER under the Procurement Agreement, shall be reimbursed by SUPPLIER or, at the option of LCSWMA, may be set off against the payments due under the Procurement Agreement.

## **Article 13. CANCELLATION AND TERMINATION**

- 13.1 In addition to the right to terminate this Procurement Agreement afforded by law, equity or other provisions of this Procurement Agreement, LCSWMA may terminate this Procurement Agreement upon the occurrence of any one or more of the following events:
- 13.1.1 if SUPPLIER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect, or if SUPPLIER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- 13.1.2 if a petition is filed against SUPPLIER under any chapter of said Bankruptcy Code as now or hereafter in effect at the time of filing, or if petition is filed seeking any such equivalent or similar relief against SUPPLIER under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 13.1.3 if SUPPLIER makes a general assignment for the benefit of creditors; or
- 13.1.4 if a trustee, receiver, custodian or agent of SUPPLIER is appointed under applicable law, or under contract, whose appointment or authority to take charge of property of SUPPLIER is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of SUPPLIER'S creditors;
- 13.1.5 if SUPPLIER admits in writing an inability to pay its debts generally as they become due.

## **Article 14. MISCELLANEOUS**

- 14.1 Giving Notice  
Whenever any provision of the Contract Documents requires the giving of written notice, such notice shall be effective (a) upon delivery of such notice to the person to whom addressed, (b) upon electronic transmission confirmed as-received by the giver of such notice, (c) upon deposit in the United States mail, postage prepaid for first class, registered or certified mail, or (d) upon being sent by recognized overnight courier delivery service, delivery charges prepaid. Any notice shall be addressed to the business address of the recipient of the notice as reflected on the business records of the giver of the notice.
- 14.2 Computation of Time  
When any period of time is referred to in the Procurement Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 14.3 General  
The rights and remedies provided under this Agreement are cumulative, and are in addition to, not in lieu of, the rights and remedies afforded by law and equity.

**PROCUREMENT SUPPLEMENTARY CONDITIONS**

**PURCHASE OF  
USED CATERPILLAR 836K LANDFILL COMPACTOR**

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**SUPPLEMENTARY CONDITIONS  
TO INSTRUCTIONS TO BIDDERS (ITB) AND  
PROCUREMENT GENERAL CONDITIONS (PGC)**

**1. BID SECURITY, PERFORMANCE AND OTHER BONDS** (Section 6 and 16 of the ITB and Articles 2.1 and 4.1 of the PGC)

Bid Security in the amount of 10% of the Bid total is required when submitting the Bid.

**2. SPECIAL SERVICES** (referenced throughout ITB and PGC)

No Special Services are required.

**3. QUALIFICATIONS OF BIDDERS** (Section 3 of ITB)

- a. The Bidder shall satisfy LCSWMA that he maintains a dealership/facility within reasonable distance of the working location of the equipment staffed with qualified servicemen and with provisions for storing a representative supply of parts for the equipment offered and for securing parts from the manufacturer within a reasonable length of time.
- b. Bidder must be qualified to do business in Pennsylvania.
- c. Bidder must demonstrate the ability to supply a bond or letter of credit for the guaranteed buyback provision.

**4. SPECIAL REQUIREMENTS** (Section 18 of ITB)

The following shall be inserted in Section 18 of the Instructions to Bidders:

a. Manuals and Literature

Bidders must submit with their bid the latest printed specifications and advertising literature on the equipment they propose to furnish.

Bidder shall supply one (1) parts book, one (1) service manual, and one (1) operator's manual upon delivery of the equipment.

**5. DAMAGES** (Section 8 of ITB and 4.2 of PA)

If SUPPLIER is unable to deliver the acceptable Goods (Used Caterpillar 836K Landfill Compactor) within the time specified in Paragraph 4.1 of the Procurement Agreement, the SUPPLIER will provide the type and kind of Goods (Used Caterpillar 836K Landfill Compactor) agreeable to LCSWMA for the use of LCSWMA and at no cost to LCSWMA until such time as delivery of acceptable Goods.

**6. INSURANCE** (Article 4.3 of PGC)

SUPPLIER shall reimburse LCSWMA for any damage to LCSWMA property, employees, and agents caused by SUPPLIERS or SUPPLIER'S agents activities.

**7. INDEMNIFICATION**

Bidder shall indemnify and hold harmless LCSWMA and each of LCSWMA's directors, officers, employees, and agents from and of all costs (including reasonable counsel fees), claims, demands, actions and causes of actions which relate to or arise by reason of any act or omission of Bidder (or any of Bidder's directors, officers, employees, agents, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.

**8. SALES AND USE TAX**

The equipment to be furnished are exempt from Pennsylvania Sales and Use Tax. Certification of Exemption certificates will be available from LCSWMA upon request.