SOUTHEASTERN CHESTER COUNTY REFUSE AUTHORITY (SECCRA)

SECCRA COMMUNITY LANDFILL LONDON GROVE TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

<u>BID SPECIFICATION</u> <u>PURCHASE OF 2019 OR NEWER PRE-OWNED INTERNATIONAL LONESTAR</u>

PLEASE SUBMIT ENTIRE PACKAGE TO:

SOUTHEASTERN CHESTER COUNTY REFUSE AUTHORITY C/O SECCRA COMMUNITY LANDFILL 219 STREET ROAD WEST GROVE, PA 19390

BID SUBMITTED BY:

Firm Name

Contact Person

Address

Telephone

TABLE OF CONTENTS

1.	BID NOTICE	3
2.	INSTRUCTIONS TO BIDDERS	4
3.	GENERAL CONDITIONS	6
4.	TECHNICAL SPECIFICATIONS	. 10
5.	BID FORM	. 11
6.	BID CHECKLIST	. 13

1. BID NOTICE

DATE February 24, 2023

Sealed Bids in duplicate will be received by the Southeastern Chester County Refuse Authority (SECCRA), OWNER, at the office of the Southeastern Chester County Refuse Authority, 219 Street Road, West Grove, PA 19390, until 2:00 p.m. prevailing time, on March 6, 2023, for **purchase of a 2019 or newer pre-owned International Lonestar.** Bids will be opened and reviewed promptly March 6, 2023 at 2:00 o'clock PM prevailing time. SECCRA expects to award the Bid on or before March 7, 2023.

All Bids shall be effective for 30 (thirty) days from the date of the Bid opening. Each Bid must be sealed and the envelope must be labeled with the words "SEALED BID: 2019 or newer pre-Owned International Lonestar".

Copies of the bid documents can be obtained by visiting the SECCRA website, www.seccra.org. The bid documents can be obtained on or after February 24, 2023.

The Southeastern Chester County Refuse Authority, OWNER, reserves the right to accept or reject any or all Bids.

Inquiries concerning this bid are to be directed to the SECCRA Bid Hotline at 610-869-2452, Option 8, or bids@seccra.org.

Notice placed by:

Scott Mengle General Manager, SECCRA 219 Street Road West Grove, PA 19390

2. INSTRUCTIONS TO BIDDERS

2.1. BID SECURITY

No bid security will be required for this solicitation.

2.2. <u>BID FORM</u>

The Bid Form is included with the Bidding Documents.

All blanks on the Bid Form must be completed in ink or by typewriter.

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

Bids by partnerships must be executed in the partnership name.

All names must be typed or printed below all signatures.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

The address and telephone number for communications regarding the Bid must be shown.

2.3. SUBMISSION OF BIDS

Bids shall be submitted in duplicate at the time and place indicated in Bid Notice and shall be enclosed in an opaque sealed envelope, marked with the bid title and name and address of the bidder and be accompanied by the Bid security (if any) and other required documents. If the Bid is sent through the mail or another delivery system is employed, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

2.4. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

OWNER will not consider, for any reason, any claim by the Bidder of any mistake or omission in the Bid. Negligence of the Bidder in preparing the Bid shall not confer any right upon the Bidder to withdraw such Bid after the time has passed, as fixed in the Bid Notice, for receiving Bids, except as permitted by law.

2.5. OPENING OF BIDS

Bids will be opened as indicated in the Bid Notice.

2.6. AWARD OF CONTRACT

OWNER reserves the right to reject any and all Bids, to waive any and all formalities not involving price, time or changes in the Work, to negotiate contract terms with the Successful Bidder, and to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

2.7. MISCELLANEOUS

Bid Forms are provided in these specifications. These forms must be used in submitting the bid. All pages of the form must be completely filled out and the whole signed by the bidder.

Each bid must be enclosed in a sealed envelope, clearly marked on the outside "SEALED BID: 2019 or newer pre-Owned International Lonestar" No Bid may be withdrawn for a period of 30 days after the Bid opening.

As these Bid Notice, Instructions To Bidders, General Conditions, Technical Specifications, Bid Form, Bid Checklist, and any Addenda issued prior to receipt of Bids, all refer to each other and together constitute a whole, they must all be returned bound together as when delivered to the Bidder. NO BIDS WILL BE ACCEPTED UNLESS SUBMITTED ON THESE FORMS FURNISHED HEREIN. All bids must be sealed, marked, and delivered in accordance with instructions of these specifications.

Any bidder or bidders finding any discrepancy in or omission from the specifications, or left in doubt as to their meaning, shall notify OWNER for clarification. Such notification will not obligate OWNER to change the specifications. OWNER will notify all bidders, in writing, by addendum, duly issued, of any interpretations made of these specifications or instructions.

Bidders must comply with all the conditions, provisions, and specifications herein and which are hereby made part of the contract.

No assignment by a party hereto of any rights under or interests in the Bidding Documents will be binding on the other party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Bidding Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representative to the other party hereto, in respect of all covenants, agreements and obligations contained in the Bidding Documents.

There are no Bidding Documents other than those listed above. The Bidding Documents may only be amended, modified or supplemented in writing with the agreement of OWNER and CONTRACTOR.

2.8. PUBLICITY

The CONTRACTOR shall not make news releases or issue other advertising pertaining to the Project Work or the Contract Document without first obtaining the written approval of OWNER.

2.9. <u>SALES AND USE TAXES</u>

SECCRA is exempt from all sales taxes and no such tax will be allowed or included in the bid price. Proof of SECCRA's tax exempt status will be provided upon request.

3. GENERAL CONDITIONS

No verbal instructions or information to bidders will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof before the opening of bids. Should any such written notices be received by SECCRA, these notices will be answered in the form of addenda and issued to all bidders. These addenda shall then be a part of these specifications. All questions regarding the bid should be directed to the OWNER in writing.

Submitted and signed bids will be deemed as conclusive evidence of complete examination of specifications. The making of a bid is an acceptance of the terms and conditions contained in the specifications and the attachments thereto.

3.1. <u>PAYMENT</u>

Payment will be made within ten (10) days of receipt of invoice in duplicate and inspection and acceptance of equipment by SECCRA.

3.2. <u>OPENING OF BIDS</u>

At the time and placed fixed for the opening of bids, the Authority will cause to be opened publicly and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

3.3. EVALUATION OF BIDS

OWNER will award the contract based upon the cost bid submitted. Consideration will also be given to delivery date, parts and service cost and facilities, analysis and comparison of equipment specifications and details, and past experience of the OWNER with

similar or related equipment. No significant deviation from the terms of this specification is acceptable.

3.4. EVALUATION OF BIDS

SECCRA will consider the residual or "trade in" value of the equipment, as well as scheduled maintenance costs when analyzing bids. Accordingly, an award of contract under these specifications will be made on the basis of the lowest adjusted bid to be determined as follows:

Each bidder shall submit a price bid for the equipment pursuant to these specifications. The award of contract under these specifications will be made on the basis of the adjusted responsible bid.

3.5. FORM OF CONTRACT

The successful bidder will be required to execute a written Purchase Order with SECCRA within ten (10) days after notice of acceptance of his proposal.

Bidders may not withdraw their bids for a period of thirty (30) days after the date set for opening of the bid.

No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, contract awarded, and such contract is finally and completely executed in writing by a duly authorized officer of the Authority.

3.6. <u>COPIES OF BIDDING DOCUMENTS</u>

Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Bid Notice may be obtained from OWNER. That sum will not be refunded to Bidders.

Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

OWNER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use of said documents.

3.7. QUALIFICATIONS OF BIDDERS

In determining the successful Bidder, the following factors, among others, will be considered. Whether the Bidder:

- Maintains a permanent place of business;
- Has adequate equipment to do the Work properly and expeditiously;
- Has suitable financial ability to meet obligations incident to the Work;
- Has had experience on projects of similar character and magnitude; and

The OWNER may require the Bidder to furnish proof of the foregoing.

No Bid will be accepted from anyone who is in arrears to the OWNER upon any debt or contract; who is a defaulter upon any surety or otherwise upon any obligations; or whose work heretofore has been unsatisfactory or dilatory.

In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested either in the Bid Form or prior to the Notice of Award.

OWNER may conduct such investigations as OWNER deems necessary to evaluate Bids and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents.

If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) days or as otherwise stipulated in the Invitation to Bidders after the day of the Bid opening.

3.8. CONTRACTOR'S REPRESENTATIONS

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

CONTRACTOR has familiarized itself with the nature and extent of the Bidding Documents, the Work, the site, the locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or the furnishing of the Work.

CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

3.9. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be directed in writing to OWNER. Interpretations or clarifications in response to such questions will be issued by Addenda which will be delivered to all parties recorded as having obtained Bid documents by purchasing the Bid documents. Only questions answered by formal written Addenda shall be binding. Thus, oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER.

3.10. <u>SUBSTITUTE OR "OR-EQUAL" ITEMS</u>

This Contract is based upon the materials and equipment described in the Specifications without consideration of possible substitute or "or-equal" items.

3.11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, unless indicated otherwise in the Bid Notice; but OWNER may, in its sole discretion and for any reason, release any Bid and return any bid security prior to that date.

3.12. MANUFACTURER'S SPECIFICATIONS

Bidder shall attach a complete copy of the manufacturer's specification consistent with the equipment that is bid.

3.13. WARRANTY

The equipment furnished under these specifications shall be guaranteed against defective parts and/or workmanship for the standard manufacturer's warranty period. Repairs under this warranty are to be made by the contractor at no cost to SECCRA.

A warranty of six (6) months or 10,000 miles will guarantee the power train Repairs made under this warranty are to be made by the contractor at no cost to SECCRA.

3.14. <u>TIME OF DELIVERY</u>

The bidder shall state in his proposal the number of calendar days required to furnish and deliver all of the items specified under this contract. The Bidder, after the service of the written notice of the award of the contract and receipt of a purchase order, shall diligently prosecute the same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery of the services shall start from the date of notice of said award or date of purchase order.

3.15. <u>SUBSTITUTION</u>

If the Contractor by his negligence cannot deliver within the time stated in his proposal, he will, at SECCRA's option, supply a suitable substitute at his expense.

3.16. EQUIPMENT TRAINING

No equipment training will be required for this Bid.

3.17. <u>MISCELLANEOUS</u>

The equipment will be operated by SECCRA personnel for purposes for which it is designed.

SECCRA will maintain the equipment in accordance with the manufacturer's recommendations.

4. TECHNICAL SPECIFICATIONS

4.1.<u>INTENT</u>

It is the intent and purpose of these specifications to describe the minimum requirements for the purchase of a 2019 or newer pre-Owned International Lonestar. These specifications are not meant to be restrictive in any way, but are intended to assure that all proposals submitted for consideration will cover machines of similar design and capacity.

4.2.<u>MACHINE REQUIREMENTS</u>

- Make/Model: International Lonestar
- Year: Model Year 2019 or newer.
- Mileage: Less than 115,000 miles.
- Engine: Cummins X15, 14.99 Liter.
- Horsepower: 485.
- Fuel: Diesel.
- Transmission: Eaton-Fuller Ultrashift Automatic 13 Speed.
- Drive (Include Lift Axles): 6x4.
- Suspension: Air Ride.
- Rear Axles (Include Lift Axles): Tandem.
- Gross Vehicle Weight Rating: Class 8.
- Interior:
 - Power Locks
 - Power Windows
 - \circ Air Conditioning
 - o Stereo

4.3. INSPECTION PRIOR TO SALE

Prior to execution of a purchase order, SECCRA may, at its discretion and cost examine the machine for compliance with the specifications and/or suitability to its operations.

5. BID FORM

For:

SOUTHEASTERN CHESTER COUNTY REFUSE AUTHORITY 219 Street Road West Grove, PA 19390

Attention: Scott Mengle

Gentlemen:

In conformity with the specifications as prepared by Southeastern Chester County Refuse Authority, 219 Street Road, West Grove, Pennsylvania 19390 and after an examination of these Bid Documents, the undersigned submits this bid.

It is hereby certified that the undersigned is (are) the only person(s) interested in this bid as principal or officer, and that this proposal is made without collusion with any person, firm or corporation. The undersigned further guarantees that, if awarded a contract, the bidder will furnish and deliver all materials and perform all labor, tools, tests, and services required to execute, in an expeditious, substantial and workmanlike manner, the requirements of and in accordance with the specifications, to the complete satisfaction and acceptance of SECCRA.

It is understood that SECCRA reserves the right to reject any or all bids, or parts thereof, or items therein and to waive technicalities. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

Bidder submits this bid with the understanding that the materials and/or services will be delivered on or before the date stated in this proposal and that the time for the delivery of the materials and/or services shall be considered as of the essence of this contract. It is further understood, however, that any extension of time, regardless of cause, beyond the agreed date, must be requested by letter from the supplier and any extension must be granted by letter from SECCRA prior to same becoming effective.

The Bidder agrees not to assign this bid or any rights or interests thereunder without the written consent of SECCRA.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid sum:

ADDENDUM NO. _____DATED_____

ADDENDUM NO. _____DATED_____

BID FORM (continued)

The undersigned Bidder proposes and agrees, if this Bid is accepted, to perform and furnish all the Work as specified in the Bidding Documents within the Contract Times indicated in this Bid and in accordance with all other terms and conditions of the Bidding Documents for the prices written below:

\$

LUMP SUM for all equipment required on this contract is:

SECCRA will award on the basis of the bid price for the machine as specified herein. Any bidderoffered options should be listed on the BID CHECKLIST and will be considered separately.

Firm Name	
Contact Person	
Address	
Telephone	
Authorized Signature(s)	
Signature	Signature
Printed Name	Printed Name
Title	Title

6. BID CHECKLIST

Please complete the following checklist:

All blanks on Bid Form completed in ink or by typewriter
Two copies of Bid is submitted
Bid is submitted bound together as when delivered to the Bidder
All names must be typed or printed below all signatures
 Exceptions and/or options noted