

**CITY OF BETHLEHEM, PA**

**BID REQUEST NO. 2015-10**

Sealed bids marked "ONE (1)Gooseneck 4 Horse Trailer or Approved Equal" will be received at this office until 10:00 A.M., Thursday, May 21, 2015, at which time they will be publicly opened and read. Late bids will not be accepted.

Proposal Specifications are available at no cost on the City of Bethlehem Web Site, [www.bethlehem-pa.gov](http://www.bethlehem-pa.gov).

Sealed bid envelopes should be marked with Bidder's Name, Bid Number and Description.

Sealed bids should be sent to City of Bethlehem, Purchasing Bureau, Room B-305, 10 East Church Street, Bethlehem, PA 18018 on or before May 21, 2015.

Mark W. Sivak  
Director of Budget and Finance

CITY OF BETHLEHEM  
Bethlehem, Pennsylvania

**INSTRUCTIONS, INFORMATION AND REQUIREMENTS FOR BIDDERS**  
**(Goods and Services Contract)**

1. Proposal Form

1.1 The proposal form, bound in these specifications, is for the information and convenience of bidders and is not to be detached from the specifications, or filled out or executed. A separate duplicate copy is supplied by the City.

1.2 Each bid must be submitted upon the prescribed Proposal form and Non-Collusion Statement included in the bid documents. The bid Proposal form and Non-Collusion Statement must contain:

(a) The name and place of business of the person or persons making the same;

(b) Names of all persons interested therein, and if no other person is so interested, such fact must be distinctly stated;

(c) A statement to the effect that it is made without any connection with any other person making a bid for the same purpose and it is in all respects fair and without collusion or fraud;

(d) A statement that no elected or appointed official or any person whose salary is payable in whole or in part by the City of Bethlehem is directly or indirectly interested therein or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits therefrom; and,

(e) A statement that the bidder is not in arrears to the City of Bethlehem or to any agency thereof upon a debt, tax or contract, and is

not a defaulter as surety or otherwise upon any obligation to the City of Bethlehem or to any agency thereof, except as set forth in the bid.

## 2. Preparation of Proposal Form

2.1 Bids and all their attachments shall be submitted on the PROPOSAL FORM and other forms supplied by the City. The blank spaces in the proposal shall state the prices written in ink or typewritten in words and numerals (numerals only for unit prices), for each and every item for which a description is given. In case of discrepancy, the written words shall be considered as being the bid price. The bidder shall sign his proposal correctly. If the proposal is made by an individual, in addition to his signature, his post office address should be shown; if made by a partnership, the name and post office address of each member of the partnership should be shown and be signed by at least one general partner; if made by a corporation, the proposal should be signed by the president or vice president and secretary, or assistant secretary, the name of the state under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary and treasurer must appear therein, along with the corporation seal being affixed.

2.2 If additional space is required for submission of signature information, attach company letterhead with additional information stated therein.

## 3. Bid Deposit

3.1 A proposal for any contract shall be rejected unless accompanied by a certified check, bank cashier's check or bid bond, with satisfactory corporate surety, who must be licensed and authorized to do business in the Commonwealth of Pennsylvania, naming as payee, the City of Bethlehem; in an amount not less than ten percent (10%) of the bid. When computing the amount of the bid, do not deduct for trade-ins or cash discounts, if offered.

3.2. Bid deposits shall be forfeited if the successful bidder fails to enter into a contract with the City of Bethlehem after notice by the City of the acceptance of the proposal.

3.3 Return: The City will not return bid bonds to any bidder unless specifically requested in writing by the individual bidder. After the contract is executed by the successful bidder, certified checks will be returned to all unsuccessful bidders.

3.4 Forfeiture: If the bidder to whom the contract is awarded refuses or neglects to execute the contract, or fails to furnish the required security, within ten (10) days after notice to him of the award and mailing of contract documents by the City to bidder, the amount of his deposit, shall be forfeited, and shall be retained by the City of Bethlehem as liquidated damages. The bidder shall also be liable for and agrees to pay to the City of Bethlehem on demand the difference between the price bid by him and the price for which such contract shall be subsequently relet, including the cost of such reletting, if any, less the amount of his deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon such accepted bid.

4. Bond Requirements

**NOT APPLICABLE  
LANGUAGE DELETED**

5. Bidder's Qualification Statement

5.1 No proposal will be considered from any bidder for any item, unless he is known to be skilled and has been regularly involved with or engaged in work or service or furnishing of goods of the character similar to that covered by the specifications for at least five (5) years prior to the date of the proposed work or service or furnishing of goods.

5.2 **NOT APPLICABLE LANGUAGE DELETED**

5.3 In order to further aid the City of Bethlehem in determining the responsibility of any bidder, the bidder shall, within 48 hours after being requested in writing by the City so to do, furnish evidence satisfactory to the City of the bidder's experience and familiarity with the work or service or goods of the character specified, and his financial ability to prosecute or furnish properly the proposed work or service or goods to completion within the specified time. The evidence requested may, without being limited hereby, include the following:

(a) The bidder's performance record with listing of work or service or goods of a similar character and proportions which he has furnished giving the name of the owner, date provided and cost.

(b) A tabulation of other work or service or goods now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.

(c) An itemized list of the bidder's equipment available for use on the proposed job.

(d) The City shall have the right to require the successful bidder to provide a list of all suppliers or subcontractors for review prior to the award of the contract. Should any supplier or subcontractor not be acceptable to the City based on previous performance on contract work in the City, the City may require the successful bidder to replace the unacceptable supplier or subcontractor prior to the award of the contract.

(e) The bidder's current financial statement.

(f) Evidence, in the case of a corporation organized under the laws of any other State, that the bidder is licensed to do business in the Commonwealth of Pennsylvania.

(g) Such additional information as will satisfy the City of Bethlehem that the bidder is adequately prepared to fulfill the contract. The City of Bethlehem shall have the right to disqualify any bidder who in the past, has not performed in accordance with the contractual requirements of a previous contract for the City.

6. Delivery of Bids

6.1 Each bid must be delivered by the bidder to the Purchasing Department of the City of Bethlehem, City Hall, Room B-305, 10 East Church Street, Bethlehem, Pennsylvania 18018 until the prevailing time and date stated in the Bid Request. Envelopes containing bids shall be sealed and the name of the bidder, the project name, the project number and the City bid request number shall be marked on the front of the envelope, endorsed with the name of the person, firm or corporation presenting it, the date of the presentation and the title of the work or service or goods for which the bid is made.

7. Opening of Bids

7.1 Bids will be opened and read on the date and at the location stated in the Bid Request, commencing after the specified prevailing time for receiving bids.

7.2 LATE BIDS TURNED INTO THE CITY OF BETHLEHEM AFTER THE TIME AND DATE SET FOR THE OPENING OF BIDS, WILL NOT BE OPENED OR CONSIDERED.

8. Irregular Proposals

8.1 The City of Bethlehem has the right, but not the obligation, to reject bids if they show any omission, alteration of the specified proposal form, additions or deductions not called for nor permitted by the City, conditional or uninvited alternative bids, or irregularities of any kind. Bids in which any of the prices are unbalanced or unreasonable may be rejected.

9. Examination of Contract Documents

9.1 Prospective bidders must examine the contract documents carefully and, before bidding, must request the City in writing for an interpretation or correction, of every ambiguity, inconsistency or error therein. Such interpretation or correction, as well as any additional contract provisions the City may decide to include, if any, will be issued in writing by the City as an Addendum to the contract, which will be mailed or delivered to each person recorded as having received a copy

of the contract documents, and which will also be posted at the place where the contract documents are available for inspection by prospective bidders. Upon such mailing or delivery and posting, such Addendum shall become part of the contract documents, and be binding on all bidders whether or not actual notice of such Addendum is shown.

9.2 The written interpretation or correction so given by the City shall be binding, and prospective bidders are warned that no other officers, agents or employees of the City of Bethlehem are authorized to give information concerning, or to explain or interpret, the contract.

9.3 If the bidder, prior to the submission of his bid, fails to call the City's attention to the existence of any ambiguity, inconsistency or error in the contract documents, his bid will be conclusively presumed to have been based upon the knowledge and interpretation by bidder of such ambiguity, inconsistency or error, or upon the directions correcting such ambiguity, inconsistency or error which may subsequently be given by the City.

## 10. Examination of Plans, Specifications, Site and Facilities

10.1 Bidders are required to submit their proposals upon the following express conditions:

(a) The bidder shall examine the plans and specifications and make a personal examination of the site, if applicable, in order to acquaint himself with the conditions under which he will be obligated to furnish the work or service or goods.

(b) The bidder shall make all the investigations necessary to inform himself thoroughly regarding all facilities for the delivery of materials and equipment as he may require for his operations.

(c) The bidder is also required to examine all maps, plans and data on file in the Office of the City Purchasing Bureau, if any, for examination by prospective bidders. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work or service or furnishing

of goods under the contract, as the result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the bidder to fulfill in every detail all the requirements of said contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

11. Familiarity with Proposed Work or Service or Goods

11.1 The contract will be entered into by the Owner with the understanding that the bidder, prior to submission of his bid, acquainted himself completely with the requirements of the plans and specifications, conditions of the site (if applicable), its terrain, subsurface and soil conditions, all utilities in existence to which connections are to be made and all other requirements of the contract, and that he obtained all information necessary for completion of the work or service or furnishing of goods on or before the date specified. The bidder shall not at any time after execution of the contract assert any claims whatsoever based upon insufficient data or incorrectly assuming conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the contract and he shall assume all risks resulting in any changes in the conditions which may occur during the progress of the work.

12. Collusive Bids Will Be Rejected

12.1 More than one bid for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for the rejection of all bids in which such bidder is interested. Any or all bids will be rejected if there is reason for believing that collusion exists among any of the bidders.

13. Proposal Mistakes

13.1 A bidder may withdraw his bid within two (2) business days after the bid opening time in accordance with The Public Contracts - Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. Sec. 1601, et seq.

14. Pricing

14.1 All prices are to include all transportation, delivery and packaging charges to the City of Bethlehem or other destinations as specified.

15. Quantities

15.1 The quantities set forth in the proposal are estimated and the awards may be made for more or less. The City may make an award for all or some of the items set forth in the Proposal Form.

16. Tax Exemption

16.1 The City is exempt from State and Federal taxes, and an exemption certificate is not required by a political subdivision. Prices should be exclusive of all taxes.

17. Guarantee and Warranty

17.1 The Bidder guarantees that all items offered for sale comply fully or are fully equal to the item required and specified. All expenses covering return or replacement of defective or improper merchandise shall be borne by the vendor. If the vendor shall fail to replace or repair any defective or improper merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the vendor or bill the vendor. The vendor agrees to reimburse the City in such instance. Samples of any warranties or guarantees which will apply to the goods being offered for sale, shall be included as part of the bid.

18. Determination of Successful Bidder/Award of Contract

18.1 The City of Bethlehem reserves the right to reject any or all proposals, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interest of the City of Bethlehem. If any award is made by the City of Bethlehem, it will be to the party declared by the City of Bethlehem to be the lowest responsible and responsive bidder, within sixty (60) days from the date of the opening of bids, pursuant to 62 Pa.C.S.A. § 512(g).

18.2 If the award is delayed by a required approval of another government agency, the sale of municipal or Commonwealth bonds, the award of a grant or grants, or the completion and/or execution of loan documents and/or grant documents, the City of Bethlehem shall reject all bids or award the contract to the lowest responsible bidder within 120 days of the date of bid opening. 62 Pa.C.S.A. § 3911(b)

18.3 Extensions of the date for the award may be made by the mutual written consent of the City of Bethlehem and the lowest responsible and responsive bidder.

18.4 The City of Bethlehem will not be liable for any interest on all bid security which is held in accordance with these provisions.

#### 19. Subject to Appropriations

19.1 In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments under this Contract, the City of Bethlehem shall notify Seller of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Buyer, except as to payments owed to Seller for which funds have been appropriated and budgeted or are otherwise available.

#### 20. Rejection of Bids

20.1 The City of Bethlehem reserves the right, in its sole discretion, to reject a bid if:

(a) The bidder fails to furnish any of the information required pursuant to Section 5 hereof; or if

(b) The bidder misstates or conceals any material fact in the bid;  
or if

(c) The bid does not strictly conform to law or to the requirements of the contract documents; or if

(d) The bid is conditional; or if

(e) The bid, in the opinion of the City, contains unbalanced bid prices, unless the bidder can show that such prices are not unbalanced for the probable required quantity of such items; or if

(f) A determination is made by the City that the bidder is not responsible.

20.2 The City of Bethlehem, however, reserves the right to reject all bids whenever it deems it in the interest of the City to do so, and also reserves the right to waive any informalities in the bidding, and to award the contract in the best interest of the City.

## 21. Standard of Quality

21.1 Bids shall be submitted on the basis of materials, products or equipment specified in the plans and specifications, or as named by addendum pursuant to requests for approval.

(a) Materials, products or equipment specified in the plans and specifications, are specified for the purpose of establishing a standard of quality, cost, design and function. It is not the intent to limit the acceptance of materials, products or equipment specified but rather to name or describe a material, product or piece of equipment as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the City.

(b) No substitutions will be considered unless written requests are submitted to the City for approval at least 10 days prior to the date for receipt of bids. Such requests shall be from a bidder and shall include a

complete description of the proposed substitute, documentary proof of equal or superior quality, drawings or catalog data clearly marking the models, lines, options and exclusions; sample of materials, performance and test data completed within the past five years and any other data or information necessary for a complete evaluation. Failure to provide all the information requested under this Article will result in the City not evaluating the request and the rejection of the substitution. Failure of the City to reply to any such written request shall be deemed a denial of the request.

(c) Approved substitutions will be set forth by addenda to alert all bidders.

(d) If no prospective bidder has elected to obtain approval by means described above, the Owner reserves the right but shall have no obligation to consider any brand other than those named in the contract documents.

(e) A substitution submitted by a bidder for reason that a product is not available will not be permitted unless proof is submitted that a firm order was placed within 30 days after the date of issuance of Notice to Proceed. If an order was placed as stated, and the product is not available, the contractor shall have a substitute product approved by the City following compliance by the bidder with the procedures and standards set forth hereinabove.

(f) Brand names where specified throughout the specifications shall be interpreted as "brand name or equivalent".

(g) All bidders are required to submit with their bid, complete manufacturer's literature which describes the products being offered.

## 22. Addenda

22.1 During the bidding period, bidders may be furnished addenda or bulletins for additions to or alterations of the plans or specifications, if any, which shall be included in the work covered by the proposal and become a part of the

contract documents. The bidder shall acknowledge in his proposal, in the space provided, the addenda and/or bulletins which he has received, identifying the addenda by their numbers and dates. Addenda and/or bulletins will be sent by certified mail (return receipt requested) or regular first class mail, postage prepaid.

### 23. Time of Completion

23.1 The time of substantial completion of the contract is given in the Proposal or the Detailed Specifications and the bidder's bid shall be accepted by the City of Bethlehem with the understanding that all work or service or furnishing of goods will be completed in accordance therewith.

23.2 This critical completion date for the work or service or goods to be furnished shall be considered of the essence of the contract and the owner reserves the right to assess and be entitled to a fixed sum, not as a penalty but as liquidated damages, for each and every calendar day the bidder fails to attain substantial completion beyond the Date of Substantial Completion as specified in the Proposal Form or the Detailed Specifications.

### 24. Execution of Contract and Bonds

24.1 The City will notify the lowest responsible bidder by a notice of intention to accept his proposal and to make a formal award of contract to him. Within ten (10) days from the receipt of such notice, bidder shall furnish the required insurance certificates as outlined in the General Conditions of the contract. Five copies of the insurance certificates shall be submitted to the Office of the City Solicitor for the City of Bethlehem.

24.2 All insurance and bonds (if applicable) shall be issued by companies authorized and licensed to transact business in the Commonwealth of Pennsylvania and which are acceptable to the City of Bethlehem. Sureties (if applicable) must be listed in the latest U.S. Department of the Treasury Department Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

24.3 After the City of Bethlehem has approved the insurance and bonds, the City of Bethlehem will sign and date the Form of Agreement. The contractor shall sign, but not date the Form of Agreement.

25. Sub-Letting or Assigning of Contract

25.1 The bidder shall not sell, transfer, assign or otherwise dispose of the contract, or of his rights, title or interest therein, without the written consent of the owner. This provision however, does not prohibit subcontracting.

26. Start of Work

26.1 The time of completion of this contract has been established on the basis that the contractor shall start work within ten (10) days upon receipt of a Notice to Proceed, and it is agreed that work shall proceed uninterrupted and without delay to Substantial Completion.

27. Prevention of Environmental Pollution and Preservation of Natural Resources

27.1 The bidder shall comply with all Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources including, but not limited to, those that affect the provisions of Act No. 247 of the General Assembly of the Commonwealth of Pennsylvania, approved October 26, 1972, 53 P.S. §1611.

28. Discrepancies

28.1 In case of discrepancies between the contract documents, the "Contract for Purchase of Goods/Services" shall take precedence over the plans and specifications.

28.2 In every case the City will be the interpreter of the requirements of the contract documents and all interpretations and written decisions of the City shall be deemed to be consistent with and represent the true intent of the contract documents.

29. Noncollusion Statement

29.1 A noncollusion statement shall be executed and submitted with the bidder's proposal using the form set forth herein.

29.2 The bidder shall comply with the requirements of the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S.A. §4501, et seq.

30. Safety and Health Regulations

30.1 The bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will comply with all of the provisions of the U.S. Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations and with all of the provisions of the Pennsylvania Health and Safety Act, 43 P.S. §25-1, et seq.

31. Pennsylvania Steel Products Procurement Act

31.1 The bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will comply with provisions of the "Pennsylvania Steel Products Procurement Act", Act 3 of March 3, 1978, 73 P.S. §1881, et seq., including all rules and regulations therein. Essentially this requires:

“ . . . that, if any steel products are to be used or supplied in the performance of the contract, only steel products . . . rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process . . . shall be used or supplied in the performance of the contract or any subcontracts thereunder.”

32. City of Bethlehem Buy American Ordinance

32.1 The bidder further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein he will comply with the provisions of the Bethlehem "Buy American" Ordinance, Ordinance No. 2911, (Article 122 of City's Codified Ordinances) including all rules and regulations thereunder. This ordinance states the following:

Article 122.02 Procurement Criteria

"The City of Bethlehem shall not purchase or obligate funds for the procurement of equipment or material by way of any purchase order or contract for equipment or material, the total value of which is in excess of Five Thousand Dollars (\$5,000.00), unless such equipment or material is manufactured, assembled or otherwise produced in the United States."

Article 122.03 Purchase of Motor Vehicles

"For the purchase of Motor Vehicles, the provisions of this Article are extended to include North American made products (United States and Canada) in compliance with the Motor Vehicle Procurement Act (Act No. 1984-40) of the Commonwealth of Pennsylvania, effective May 16, 1985.

'Motor Vehicle' is defined as self-propelled vehicles such as automobiles, trucks, motorcycles and vehicles designed primarily for use in construction, agriculture or road maintenance, such as tractors and earth moving equipment."

#### Article 122.04 Exceptions

“The provisions of Section 122.02 shall not apply where the City of Bethlehem, through the Director of Purchasing or any other employee of the City finds:

- (a) That such equipment or material is not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality; or
- (b) That the purchase of equipment or material produced in the United States would increase the overall cost of the contract by more than twenty-five (25%) percent.

Where such a finding is made, a public record shall be made of the reasons for the exception.”

#### Article 122.05 Contract Materials

“Every contract for public work shall contain a provision that in the performance of the work the contractor and all subcontractors shall use only material produced in the United States. If the City finds that with respect to any material one of the factors in Section 122.04 exists, an exception shall be noted in the specifications as to that material, and a public record shall be made of the reasons for the exception.”

### 33. Affirmative Action Requirement

33.1 The City of Bethlehem is an ‘EQUAL OPPORTUNITY EMPLOYER’, and reserves the right to disqualify any contractor who practices discrimination in hiring and employment.

34. Indemnification

34.1 The Bidder will indemnify and defend the City and hold it harmless from any and all claims, liabilities, loss or damage, including attorney's fees, caused in whole or in part and/or contributed to by any defect in goods and/or any errors or omissions in furnishing services, delay in furnishing goods and/or services, breach of contract and/or negligent and/or wrongful acts of bidder.

**CITY OF BETHLEHEM, PENNSYLVANIA**  
**SPECIAL INSTRUCTIONS TO BIDDERS**  
**BID NO. 2015-10**

1. SCOPE

It is the intent of these specifications to describe and govern the purchase of One (1) Gooseneck 4 Horse Trailer or Approved Equal for the City of Bethlehem, PA.

2. AWARD OF CONTRACT

The City of Bethlehem reserves the right to award the contract in the best interest of the City and to the lowest responsible bidder. Award shall be made to the lowest responsible bidder meeting specifications by vehicle.

3. BID SECURITY

Bid Security Deposits shall be forfeited if the successful bidder fails to enter into a contract with the City after notice of the acceptance of proposal.

4. GENERAL INSTRUCTIONS

Only new and unused equipment will be accepted.

Any omissions in these specifications shall not be construed to mean that the City of Bethlehem does not desire or expect a particular component, grade, quality or design feature of the equipment supplied, but is an indication that the latest design features, components, grades and qualities are considered to be standard items of the equipment, and as such will be supplied.

It is not the intent of these specifications to restrict bidders from bidding. Any and all suppliers who desire to bid are invited to do so. However, any and all exceptions to these specifications must be explained fully in a separate bid letter entitled "EXCEPTIONS TO SPECIFICATIONS".

All bidders shall include with their bid, regularly printed literature and specifications as published by the manufacturer which sets out and describes the equipment offered.

5. QUALIFICATIONS OF BIDDERS

Bids will only be accepted from authorized and qualified manufacturers or dealers.

**CITY OF BETHLEHEM, PENNSYLVANIA  
SPECIAL INSTRUCTIONS TO BIDDERS  
BID NO. 2015-10**

6. DELIVERY

All equipment covered by this specification shall have all delivery and transportation charges included in the bid price of the equipment.

All equipment must be delivered clean, lubricated and serviced, and ready for immediate use.

All equipment must be delivered to:

City of Bethlehem  
Municipal Garage  
540 Stefko Boulevard  
Bethlehem, PA 18018

A delivery date and time can be arranged by calling Judy Shemanski at (610) 865-7138 or (610) 865-7139. Contact her at least three (3) days prior to delivery.

7. WARRANTY

The equipment shall be warranted against faulty material and workmanship for a period equal the manufacturer's standard warranty, or one (1) year, whichever is greater.

8. PAYMENT TERMS

The City of Bethlehem's payment terms are Net 30 Days.

All invoices must be presented for payment to The City of Bethlehem, Accounts Payable Department, 10 East Church Street, Bethlehem, PA 18018.

**DETAILED SPECIFICATIONS FOR  
ONE (1) GOOSENECK 4 HORSE TRAILER  
OR APPROVED EQUAL**

Gooseneck Horse Trailer:

- Width: 6' 11", 7' 6", 8'
- Inside Height 7'6"
- Running Gear
  - 2-5/16" Ball Coupler
  - (2) 7,000# Rubber Torsion Axles, 102" Wide on 4-6 Horse
  - Electric Brakes on both axles
  - (5) 16" Mini Mod Steel Wheels with Chrome Hub Caps
  - (5) 235/85R 16 Radial Tires (Load Range F on 6 Horse)
  - Electronic Break a way safety kit
- Box Construction
  - Tapered Nose
  - Aluminum sub frame
  - One-piece aluminum roof
  - Diamond plate aluminum floor
  - 3/4" rubber floor mats in horse area
  - Pre-Painted white exterior sheet sides with front nose polished stainless steel
  - 48" high rubber wall liner with insulated aluminum liner above
- Doors/Windows/Ramps/Stall Dividers
  - Rear barn doors with windows
  - Escape door with windows at head of 1<sup>st</sup> horse
  - Access door into front tack room with window
  - Feed Windows at head of each horse
  - Sliding Windows at tail of each horse
  - Removable stall divider with pads per layout
- Front Tack Room/Rear Tack
  - 36" short wall
  - 1/2" Rubber matt on floor
  - (1) Saddle cradle per horse
  - Brush Tray
  - Blanket Bar
  - Bridle Hooks
  - Clothes Rod
- Lights
  - (1) Inside Light per horse plus tack room
  - LED Clearance Lights
  - (4) LED Stop/Tail/Turn Lights
  - (1) Rear Loading Light
- Miscellaneous
  - (1) Pop Up Roof vent per horse
  - Inside and outside tie loops

**DETAILED SPECIFICATIONS FOR  
ONE (1) GOOSENECK 4 HORSE TRAILER  
OR APPROVED EQUAL**

- Items that are required to be on the trailer:
  - 4 Horse – 7’ 6” Wide    **20’ 6” long on the floor**
  - (20) 7’ 6” Inside Height
  - No Rear Tack
  - Rear Spring loaded drop ramp over barn doors    **Rear barn doors to be 50/50**
  - Single leg, two speed landing gear
  - Spare 235/85R 16 Load Range E Tire and Steel Wheel
  - Carpet nose floor and drop sheet
  - (2) Camera System – Trailer    **(1) to view horse(s) and (1) back up rear view for backing up**
  - (4) 12 Volt Fan
  - Single Battery and Box Mounted On Drop Sheet    **To power fans**
  - (2) Loading Light    **(1) each side on roof rail**
  - Miscellaneous Note:    **Keyless entry push pad entry into front tack room**
  - Power Inverter – Tack Room

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Trade-In

1994 Featherlite gooseneck three horse slant load trailer with rear ramp and tack room.

VMA: Featherlite, VYR: 1994 VST: TRL

VIN: 4FGL15202RA816391, TLN: 69958199 REG GR WT: 10400 COMB GR WT:

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**\*\*Special Request-**

**The City of Bethlehem Police Department Mounted Unit requests the use of a 4 horse gooseneck trailer at no cost until the proposed trailer to be purchased is delivered.**

**If you cannot accommodate our request for a rental trailer at no cost, please indicate that as an exception on the Proposal Forms.**

CITY OF BETHLEHEM  
Bethlehem, Pennsylvania

**PROPOSAL FORM**  
(Goods and Services Contract)

Bid Request No.: 2015-10

Bid Title: One (1) Gooseneck 4 Horse Trailer  
or Approved Equal

1. The official name and business address of the Bidder, as maker of this Proposal is as follows:

a. Name \_\_\_\_\_

b. Business Address \_\_\_\_\_

\_\_\_\_\_

c. Telephone Number (     ) \_\_\_\_\_

d. Fax Number (     ) \_\_\_\_\_

e. Type of Business: Individual/Sole Proprietor \_\_\_\_\_

Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

f. Bidder's Federal ID No. \_\_\_\_\_

- If the bidder is a partnership or a sole proprietor, the full name and business address of all persons and/or partners and/or other parties, who have an ownership interest in the Bidder, as maker of this Proposal, are as follows:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

- The name and title of the person authorized to make, sign and endorse this Proposal on behalf of the Bidder, as maker of this Proposal, is as follows:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

- The Bidder acknowledges receipt of the following Bulletins and/or Addenda:

**BULLETINS AND/OR ADDENDA**

**DATE**

_____	_____
_____	_____
_____	_____
_____	_____

- In conformity with the plans and specifications, and after an examination of the contract documents, including Instructions, Information and Requirements for Bidders, this Proposal, the City of Bethlehem Contract Agreement, bonds (if applicable) and conditions of contract, including all bulletins and addenda, the undersigned submits this proposal and encloses herewith, as a proposal guaranty, a certified check, bank cashier's check, trust company treasurer's check, or bid bond, [in an amount of not less than ten percent (10%) of the sum of the hereinafter stated base bid] naming as payee or obligee, as appropriate,

City of Bethlehem, which guaranty it is understood will be forfeited to and retained by the City of Bethlehem as liquidated damages if the undersigned shall fail to furnish satisfactory bonds (if applicable) and insurance certificates or if this proposal is accepted by the City of Bethlehem and the undersigned shall fail to execute the contract all as required by the provisions of the contract documents.

6. **NOT APPLICABLE - LANGUAGE DELETED**

7. It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. A NON-COLLUSION STATEMENT IS ATTACHED TO THIS PROPOSAL.

8. Bidder guarantees that, if awarded the contract, he will undertake to furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, do and perform all labor, pay all fees and do all incidental work, to furnish in an expeditious, substantial and good and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the City of Bethlehem, all of the work or service or furnishing of goods required, for the prices hereinafter stated.

9. It is understood that the City of Bethlehem reserves the right, in its sole discretion, to reject any/or all proposals or parts thereof or items therein and to waive technicalities as required for the best interests of the City of Bethlehem. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

10. **CONTRACT COMPLETION TIME**

- (a) Bidder submits this proposal with the understanding that the work or service or goods to be furnished shall be completed in \_\_\_\_\_ consecutive calendar days from the date of receipt of the Notice to Proceed.
- (b) The timely completion of the work or service or furnishing of goods shall be considered of the essence of this contract.

11. **BASE BID**

One (1) Gooseneck 4 Horse Trailer  
Or Approved Equal \$ \_\_\_\_\_

Less Trade-In:

1994 Featherlite gooseneck three horse slant load  
trailer with rear ramp and tack room.

VMA: Featherlite, VYR: 1994 VST: TRL

VIN: 4FGL15202RA816391, TLN: 69958199

REG GR WT: 10400 COMB GR WT:

(\$ \_\_\_\_\_)

Total \$ \_\_\_\_\_

Please give Year and Model Number being Bid \_\_\_\_\_

Do you have any exceptions to the specifications?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please list all exceptions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Delivery: \_\_\_\_\_

Is the trailer manufactured in the USA? \_\_\_\_\_

(See "Instructions, Information and Requirements for Bidders" page GSI-15,  
No. 32 "City of Bethlehem Buy American Ordinance")

The undersigned agrees that:

- (a) The Contract Documents are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were restated at length herein, or were physically attached hereto;
- (b) This proposal is genuine and is not a sham, collusive or fraudulent;
- (c) This proposal is not made in the interest or in behalf of any persons other than the undersigned;
- (d) The undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidder;
- (e) The undersigned will not assign its bid or any of its rights or interest thereunder without the written consent of the Owner.

**SIGNATURES**

When the bidder is an individual:

WITNESS:

\_\_\_\_\_ (SEAL)

Signature of Individual

\_\_\_\_\_  
Printed Signature of Individual

Trading and doing business as:

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Federal I.D. Number

Date \_\_\_\_\_

Have you attached and signed the Non-Collusion Statement? Yes/No

NOT APPLICABLE  
LANGUAGE DELETED

-----  
When the bidder is a partnership (Name all Partners):

\_\_\_\_\_(SEAL)  
Name of Partnership

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Federal I.D. Number

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner  
Printed Name: \_\_\_\_\_

Have you attached and signed the Non-Collusion Statement?: Yes/No

NOT APPLICABLE  
LANGUAGE DELETED

-----  
When the bidder is a corporation:

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Federal I.D. Number

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
President/Vice President

\_\_\_\_\_  
Printed Name

Have you attached and signed the Non-  
Collusion Statement?: Yes/No

NOT APPLICABLE  
LANGUAGE DELETED

(CORPORATE SEAL)

\_\_\_\_\_ is a corporation organized and existing under  
the laws of \_\_\_\_\_ and has been granted a certificate  
of authority to do business in the State of Pennsylvania.

CITY OF BETHLEHEM  
Bethlehem, Pennsylvania

**Non-Collusion Statement**  
**(Goods and Services Contract)**

**Submittal Of This Signed Statement With Your Bid Is Mandatory**

The undersigned bidder, being of lawful age, and being first duly sworn according to law, deposes and states that the following is true and correct:

1. He/she is the officer or agent duly authorized by the bidder to submit the attached bid and to execute this Statement.
2. The bidder has not been convicted or found liable for any crime or act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years. The bidder is not currently under debarment by the Pennsylvania Department of Labor and Industry nor by any other Commonwealth of Pennsylvania agency or department.
3. The bidder understands that if the bidder has been convicted or found liable as aforesaid, the City of Bethlehem is not prohibited from accepting a bid from or awarding a contract to the bidder, but the conviction or finding of liability may be a ground for administrative suspension or debarment in the discretion of the City of Bethlehem under the rules and regulations of the City of Bethlehem, or if the City of Bethlehem has no administrative suspension or debarment regulations or procedures, the conviction or finding of liability may be the basis for the City of Bethlehem to not award a contract to the bidder on the basis of a lack of responsibility.
4. The bidder has not been a party to nor involved in any collusion and/or fraud among bidders in restraint of trade and/or of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
5. The bidder has not been a party to nor involved in any collusion with any governmental official or employee as to quantity, quality or price in the prospective

contract or with respect to any other terms of the prospective contract or with respect to any discussions between the bidder and any governmental official concerning exchange of money or other things of value for special consideration in the letting of a contract.

6. The only person or persons, firm, partnership, joint venture or corporation interested in the attached bid as principal or principals is/are named below in this Statement or in the attached bid, and that no one other than those named have any interest in the attached bid or in the proposed contract.

7. No officer or employee of the City of Bethlehem is or shall become directly or indirectly interested as contracting party, partner, shareholder, surety or otherwise in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits therefrom.

8. The bidder is not in arrears to the City of Bethlehem or any of its agencies upon any debt, contract, tax or utility bill, nor in default as surety or otherwise upon any obligation to the City of Bethlehem or any of its agencies.

9. The bidder has examined the requirements for proposed work or service or goods to be furnished, has read and fully understands the form of City of Bethlehem Contract Agreement, plans and specifications for the proposed work or service, all addenda issued by the Owner, the advertisement, the Instructions, Information and Requirements for Bidders and declares that, in regard to the conditions affecting the work to be done and the work or services or goods to be provided, Bidder has made its own investigation and research.

10. The bidder agrees, if its bid is accepted, to contract to perform all the work or service or furnish the goods required in the City of Bethlehem approved form of Contract Agreement, and to execute the City of Bethlehem form of Contract Agreement included in the plans and specifications, without amendment and without modification by bidder.

11. I have read the above, and the foregoing statements are true and correct with respect to the bidder and its current, and previous, officers and employees.

12. The foregoing statements are true and correct to the best of the undersigned's knowledge, information and belief, and are made to induce the City of Bethlehem to enter into a contract with the bidder. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 Relating to "Unsworn Falsification to Authorities."

Type/Print Company Name of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Type/Print Name of Person  
Authorized to Execute this  
Statement in Behalf of Bidder: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

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