

**CITY OF BETHLEHEM, PA**

**BID REQUEST NO. 2015-11**

Sealed bids marked "Heavy Duty Vehicle Lift, Rotary Lift Model EFX-60-17 or Approved Equal" will be received at this office until 10:00 A.M., Thursday, May 28, 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 28, 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

4.1 The following bonds are required:

(a) Performance Bond - a bond in a sum equal to one hundred percent (100%) of the contract sum, in favor of the City of Bethlehem as obligee to guarantee the completion of the contract according to the contract documents and within the time specified. The Bonding Company must have a rating of B+, A or A+ as determined by Best's Rating Services or an equivalent agency.

(b) Labor and Material Payment Bond - a bond in a sum equal to one hundred percent (100%) of the contract sum, in favor of the City of Bethlehem as obligee for the protection of subcontractors, labor and material men. The Bonding Company must have a rating of B+, A or A+ as determined by Best's Rating Services or an equivalent agency.

4.2 Should any surety upon the contract be deemed unsatisfactory at any time to the City of Bethlehem, notice will be given to the contractor to that effect, and the contractor shall within fifteen (15) calendar days substitute a new surety or

sureties, satisfactory to the City, without any additional cost or expense to the City of Bethlehem.

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 Antbid-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. 2015-11**

1. SCOPE

It is the intent of these specifications to describe and govern the purchase and installation of a Heavy Duty Vehicle Lift, Rotary Lift Model EFX-60-17 or Approved Equal, for the City of Bethlehem, 10 East Church Street, Bethlehem, PA, 18018.

This lift will replace a Rotary Model P563 in ground lift. The City of Bethlehem will remove the old lift from the ground, fill and compact the existing pit to the level specified by the installer and provide a "rough cut" opening in the concrete only, as per dimensions provided by the installer. All other fill, excavation and concrete work needed shall be provided by the installer.

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.**

**NO B-STOCK, RETURNED MERCHANDISE, REPLACED PRODUCTS OR REFURBISHED 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".

**CITY OF BETHLEHEM, PENNSYLVANIA  
SPECIAL INSTRUCTIONS TO BIDDERS  
BID NO. 2015-11**

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.

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 Tom Ridgick 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.

**Bid No. 2015-11**  
**Heavy Duty Vehicle Lift, Rotary Lift Model No. EFX-60-17**  
**or Approved Equal**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Vehicle lifts including safety equipment, controls and accessories of the following types:
  - 1. Hydraulic / mechanical in-ground lifts.

1.2 RELATED SECTIONS

- A. Section 14 45 00 - Vehicle Lifts.

1.3 REFERENCES

- A. ALI: Automotive Lift Institute.
- B. ANSI/ALI ALCTV: Safety Requirements for the Construction, Testing, and Validation of Automotive Lifts.
- C. International Standards Organization (ISO): ISO 9001 Quality management systems - Requirements.
- D. Underwriters Laboratories Inc. (UL): UL201 - These requirements cover garage equipment, rated not more than 600 volts, for use in accordance with the National Electrical Code, NFPA 70.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation manual.
  - 4. Operations manual.
  - 5. Maintenance manual.
  - 6. Safety manual.
- C. Shop Drawings: Template drawings and load reactions for lift application.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Factory trained authorized company, company insured for completed operations of installing lift.

**Bid No. 2015-11**  
**Heavy Duty Vehicle Lift, Rotary Lift Model No. EFX-60-17**  
**or Approved Equal**

- B. In addition to the other requirements outlined herein, the lift or lifts, shall comply with all applicable requirements of ANSI standards. "Safety Requirements for the Construction, Care and Use of Automotive Lifts" as published by the American national Standards Institute. The lift company Quality Management System shall be ISO9001 certified.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.7 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty for failures due to defective materials and workmanship. Manufacturer will not assume responsibility, or compensation, for unauthorized repairs or labor.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Rotary Lift, which is located at: 2700 Lanier Dr. ; Madison, IN 47250; Toll Free Tel: 800-640-5438; Tel: 812-273-1622; Substitutions: Not permitted.

2.2 HYDRAULIC / MECHANICAL IN-GROUND LIFTS

- A. Hydraulic-Mechanical In-Ground Lifts: EFX60 Series Ultra-Shallow High Pressure /Low Volume Axle-Engaging Lifts as manufactured by Rotary Lift.
  - 1. Model EFX60
  - 2. Description: The lift shall consist of two lifting assemblies in line with the longitudinal axis of the vehicle, each lifting mechanism so equipped as to engage the axle and/or suspension as specified herein. One of the two lifting mechanisms, herein after referred to as the front lifting unit, will be movable fore and aft, to affect variable spacing between lifting mechanisms.
- B. Lift Type: Hydraulic / Mechanical In-Ground lifts manufactured by Rotary Lift.
  - 1. Lift shall meet the following description: axle engaging, hydraulic / mechanical in-ground scissor articulating lift, with a fixed rear and movable front lifting unit. Total pit depth shall not exceed 34 inch (864 mm) below finished floor when installed in a concrete containment. The safety system shall include lockable, "press-to-lock" mechanical locks, and the lift shall have high pressure / low volume cylinders operated from a main console or optional pendant. The front lifting unit shall move fore and aft while fully recessed below floor and the entire lift system shall be drop-in, bolt-in and be completely removable and re-locatable.

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2. Lift is to be installed in a shallow concrete containment above the water table at 42 inches (1067 mm), and equipment is not to exceed 34 inches (864 mm) below finished floor; any fluids in the containment shall drain to the oil/water separator or be automatically ejected into the user's collection system; cylinders shall operate at greater than 2500 psi and require less than a total of 3.5 gallons (13.25 L) each of hydraulic oil for lifting to full height; electric motors and reservoirs for oil shall be above ground in the control console; cylinders shall be double-acting with internal seals and have a maximum piston rod extension of 21 inches (533 mm) to reduce vulnerability to damage and increase maintenance reliability; the front lifting unit shall recess below floor anywhere within the travel range and shall be movable fore and aft when fully recessed; mechanical locking system shall have a "press-to-lock" push button to seat the locks in a fully engaged and locked position and relieve the hydraulic pressure; lift shall have a manual hand pump located in the console capable of lowering the lift in the event of a power or component failure to remove the vehicle; structural pit covers with a continuous hinge capable of supporting a 13,500 lb (6123 kg) drive over load; movable front lifting carriage that slides over low friction, low wear Nylatron in lieu of rollers and axles; the lift system shall not be embedded in concrete and shall be completely removable and re-locatable.

C. Dimensions and Capacities:

1. Lifting Capacity: Lift shall be capable of raising 30,000 lbs per post. (13608 kg)
2. Unbalanced Loads, Front to Rear: Lift shall be capable of raising 30,000 lbs (13608 kg) on one unit and 0 (zero) lbs. on the other unit.
3. Design Load Factor of Safety: 3:1.
4. Number of Mechanical Lock Stops: 12, minimum.
5. Vertical height spacing between each lock stop: 5 inches (127 mm), maximum.
6. Vertical rise to first lock stop: 14 inches (356 mm), maximum.
7. Rise: 70 inches (1778 mm) A.F.F. (above finished floor)
8. Lifting Rate: 80 seconds; 50 inches (1270 mm) per minute, minimum.
9. Maximum Depth Below Finished Floor for any structural component or member: 34 inches (864 mm) maximum.
10. Front and Rear Synchronization: 2 inches (51 mm)
11. Bolster Width: 40 inches (1016 mm) minimum.
12. Adapter Adjustment: Minimum 18 inches (457 mm); Maximum 52 inches (1321 mm)
13. Bolster and Base Adapters for both lifting units, movable and fixed, shall recess below finished floor.

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14. Travel Range: 17 Feet
15. Wheelbases: From 138" to 342".
16. Drive-over capacity for interlocking, extruded structural aluminum covers: 13,500 lbs (6123 kg).

**D. Lift Units:**

1. Independent Lifting Units, Front and Rear, shall be identical, completely interchangeable and share the same operating and performance parameters for capacity, lifting rate, height and stroke.
2. Movable lifting unit shall be mounted inside a steel insert, also known as a continuous recess.
3. Lift units and continuous recess insert shall be completely removable with no lift components or structural framing permanently embedded in the concrete.
4. Lift unit shall be a hydraulically powered, mechanically articulating scissor lift, complete with a mechanical locking system.
5. Hydraulic cylinder shall be dual acting so that the lift descends and then retracts below finished floor into the recess under power, after disengaging from the axle load.
6. Lift units shall be able to disengage from the axles at differing times and elevations and power down to their retracted positions at the same rate of descent as when fully loaded.
7. Lift unit shall be constructed of 2 inch (51 mm) thick bars, 2 inch (51 mm) thick inner leg assembly weldments, 2.25 inch (57 mm) diameter 4140 pins, greaseless polygon bushings, a 3/4 inch (19 mm) thick T-1 steel dual lock-jaw weldment, 7 inch (178 mm) diameter double-acting hydraulic cylinder, and UHMW slide blocks.
8. All steel surfaces shall be finished in a high wear epoxy coated paint.
9. By means of a centering link, the lifting structure shall articulate symmetrically about the center axis of the lift unit as it raises and lowers. As the lift raises and lowers, the top and bottom pins and sliding load blocks, shall travel toward and away from the centerline of the longitudinal axis of the lift at an equal rate and distance.

**E. Continuous Recess / Movable Carriage Lifting Units:**

1. The front unit shall be movable fore and aft while in the fully retracted position. The travel frame for the movable carriage shall be comprised of a drop-in, bolt-in-place open floor steel box insert that is completely removable and re-locatable.
2. When the entire travel frame insert has the covers in place and the lift is operational, it forms a continuous recess that shall meet the following design and performance criteria:

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- a. The movable lift unit shall not be required to recess, or park, in only one "pocketed" location, providing increased productivity in servicing fleet vehicles of varying wheelbases.
  - b. The movable lifting unit may be recessed below finished floor at any position between the minimum and maximum dimensions of the travel range.
  - c. The lift unit shall be capable of fore and aft travel while recessed below floor.
3. Maximum depth below finished floor for the continuous recess insert, shall be 34 inches (864 mm)
  4. The steel box insert shall have an open floor design, mounted off the concrete floor of the trench to allow for the collection, cleaning and drainage of all liquids and solids that accumulate in the trench.
  5. The continuous recess shall have structurally shaped inter-locking extrusions that form a continuous movable cover that conveys along a top and bottom track and remains in the recess. These covers shall provide continuous closure over the trench as the carriage unit moves fore and aft. Flat plates that slide along the floor past the trench ends are not acceptable.
  6. The covers shall be anodized structural 6061 aluminum extrusions engineered to accept a 7500 pound (3402 kg) point load and shall be shaped to include a full-length interlocking hinge. Covers shall fit together tightly and uniformly to promote smooth and even travel and prevent jamming and twisting. Covers that have open gaps and are loosely fastened together by cotter pins or other fasteners will not be accepted.
  7. The covers shall be extruded with an anti-skid surface.
  8. For service and repair, the cover plates shall be removable by sliding the covers apart to provide quick and easy access to the trench.
  9. The movable carriage lifting unit shall be positioned by a bi-directional hydraulic drive motor mounted on the carriage to position it fore and aft to match the wheelbase.
  10. The travel frame shall have a machined UHMW cover guide block at each end that tapers and self-aligns the covers about the centerline of the lift unit as the covers travel in and out of the recess.
  11. The movable carriage unit and the covers shall bear on and slide over low friction, low maintenance, low wearing Nylatron surfaces. Rollers and axles will not be accepted.
  12. The powered carriage drive shall have rack and gear engagement on both the left and right sides for smooth and even fore-aft travel without binding.
  13. The rack shall be inverted and positioned under the load channel of the insert where it is protected so as not to collect dirt, grease etc.

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14. The hydraulic drive motor shall freewheel such that, if the unloaded lift unit accidentally gets bumped, it will move freely without breaking any chains, racks or gears.
15. The hydraulic drive motor shall have a pre-set pressure switch to prevent fore-aft movement of a loaded lift unit carriage. The pressure switch will also prevent overdriving of the motor once it reaches either end of the travel frame.
16. No chains, sprockets or point-loading tapered rollers to power the movable carriage will be accepted.
17. Access holes for PVC conduits and wall fastener locations shall be provided in the walls of the continuous recess insert.
18. All hydraulic and compressed air service lines shall be fed from the control console to the insert through one PVC conduit.
19. Hose connections shall be made at a single bracket with bulkhead fittings. The hydraulic and pneumatic service lines from the bulkhead to the carriage shall be pre-piped at the factory.
20. There shall be no electrical wiring, electrical devices or explosion proof motors in the continuous recess, rear lifting unit or anywhere below finished floor.
21. The concrete containment shall either be drained to the oil/water separator, or be sloped to a sump. In the case of the latter, any fluids collected in the sump shall be automatically evacuated and pumped into a waste container or into the oil/water drainage system.

**F. Fixed Lifts:**

1. The stationary lift shall be of the same design and construction as the moveable lift unit.
2. The base of the fixed lift shall be installed 34 inches (964 mm) below finished floor.
3. The rear lift unit shall be drop-in, and bolted in-place with eight (8) 3/4 inches (19 mm) anchors.

**G. Hydraulic Systems:**

1. System shall be comprised of two (2) high pressure, low volume, double-acting 7 inches (178 mm) diameter cylinders, one at each lifting unit, operating at greater than 2500 psi.
2. Combined, the two cylinders shall only require 7 gallons (26.5 L) of AW 32 hydraulic oil for lifting to full height.
3. Each cylinder shall have a hose break velocity fuse (safety check valve) integrally mounted to prevent excessive loss of fluid from the cylinder.

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4. Each double acting cylinder shall have both power-up and power-down capability to ensure smooth and efficient ascent/descent. Lifts designed to operate with power up, gravity down are not acceptable.
5. There shall be two hoses to each cylinder, one each for extend and retract.
6. The hoses shall be of steel reinforced construction and have O-ring Face Seal fittings throughout.
7. The lift shall be driven by tandem, matched gear pumps of U.S.manufacture, readily available as an off-the-shelf component.
8. The lift shall be able to be raised from the locked position, and lowered from any position by means of a manual hand pump and manual override valves located in the control console.
9. High pressure seals shall be internal to the cylinder where they are protected from salt, dirt, corrosives etc. Low pressure seals for cylinders operating at 550 psi or less, which are exposed and vulnerable, are not acceptable.
10. The power unit shall be equipped with a replaceable filter element mounted in the tank top. The element must be a super fine, high efficiency, high capacity micro glass element to provide maximum service life with consistent removal efficiency.
11. The hoses feeding the front movable lift carriage shall be supported and contained by a cable carrier to prevent the hoses from dragging or tangling. The cable carrier shall be aligned and mounted to the carriage to ensure smooth operation of the carriage through its fore/aft travel.

H. Control Systems:

1. The control system shall conform to all current NEC, UL 201 and OSHA codes.
2. The control system shall be PLC operated and continuously monitor all operating functions and safety systems of the lifting units and movable carriage.
3. Audio and visual feedback controls that communicate operating fault codes and lockouts to the operator shall be part of the control system.
4. The electrical enclosure for control components shall be NEMA 4X rated and have following controls mounted on the front cover:
  - a. Disconnect Switch, 3-phase.
  - b. Power On-Off Switch.
  - c. Push/Turn E-Stop Button.
  - d. Push buttons for Lift Raise, Lower and Lock.

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- e. Power On and fault code indicator lamps.
- f. Selector switch for synchronized, front, or rear lifting.
- g. Push buttons for hydraulic movable carriage drive.
- 5. Hardwired, redundant Emergency E-Stop circuit that de-energizes the motor outputs shall be standard.
- 6. Multi-voltage 208/230/460 3 phase, 60 Hz TEFC 10 Hp motor of U.S.manufacture.
- 7. Control console shall be equipped with a main power disconnect switch which interrupts all incoming power. Main power disconnect shall be lock-out capable.
- 8. Control door access shall be restricted.
- 9. Console access panels shall be each to remove and install.
- I. Safety Systems:
  - 1. Each lifting unit shall be equipped with double lock jaw, gravity engaging mechanical locks with the first lock position at a minimum lock height of 14 inches (356 mm).
  - 2. The mechanical locks shall be made of high strength T-1 steel
  - 3. The control system shall monitor locks open.
  - 4. Each lifting cylinder shall be equipped with a hydraulic velocity fuse to prevent excessive loss of fluid from the cylinder in the event of a hose failure.
  - 5. All push buttons shall be of the momentary contact, dead man type.
  - 6. The control systems and optional pendant shall be equipped with an emergency E-Stop button that de-energizes power to all outputs of the PLC. Re-activation of the control system requires resetting the E-stop the control system.
  - 7. The control system shall be designed to prevent accidental use of the main operator controls when the pendant is connected. Any attempt to use main controls with pendant attached will result in an operator lock-out.
  - 8. Control console shall monitor for low air to prevent operating the lift without sufficient air pressure to open locks.
- J. Site Construction Requirements:
  - 1. Lift pit shall not require a pit depth of more than 34 inches (864 mm).
  - 2. No special rebar or elaborate pit construction shall be required (subject to soil conditions). Refer to manufacturer's Equipment Foundation Requirement drawings for concrete construction details.

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3. An embedded nosing angle (supplied by others) is required around the top perimeter of the lift pits.
  4. There shall be no embedded lift components in the lift pit. No lift components shall need to be shipped to the construction site until after the lift pit is constructed.
  5. The lift shall be drop-in, bolt-in-place design and shall be fully removable by simply unbolting and disconnecting hydraulic lines.
  6. Drains or a sump shall be provided to allow the lift pit to be washed down.
  7. The containment pit floor shall be sloped to a gravity drain(s) or sump that will collect all fluids. If a sump is used, then a pump shall be provided and installed that will automatically evacuate all fluids collected in the sump and eject them into the trench drain or waste collection system.
  8. There shall be no electrical components in the lift pits.
  9. There shall be no electrical motors mounted in the lift pits.
  10. Hydraulic hose from the console to lift shall be installed in PVC conduit to allow easy removal or replacement.
  11. The control console can be located anywhere within line of sight on either the left or right side of the lift.
- K. Adapters:
1. The lift superstructure shall include both flip-up adapters and pinned, stackable axle engaging height extensions as standard equipment.
  2. Flip-up adapters shall be built into the carriage and it shall not be necessary to use additional pinned, stackable adapters for axle engagement unless the axle is obstructed by leaf springs, steering components or accessory equipment.
  3. It shall not be necessary to remove the flip-up adapters in order to use the protective cover plates over exposed floor openings (for OSHA compliance).
  4. The accessory height extensions shall be constructed of lightweight machined aluminum to allow for easy placement and removal while under the vehicle. Stackable height adapters shall be anodized for resistance to corrosion and electrolysis.
  5. On low profile vehicles, axles engagement shall be accomplished through the permanently attached folding adapters which can raise the vehicle in the lowered or raised position
  6. The base adapter shall be infinitely adjustable within the carriage. Each base adapter shall have an adjustable range of 11.5 inches (292 mm) for a total range of adjustment of 23 inches (584 mm) per carriage.

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7. The carriage shall allow for a narrow setting of 7.5 inches (190 mm) for raising vehicles with sway bars, plow frames and other undercarriage adjustments. The maximum adjustment setting of adapters shall be 52 inches (1321 mm). It shall not be necessary to remove adapters to adjust the lifting points by more than 11.5 inches (292 mm) per adapter.
  8. Stackable adapters shall pivot 360 degrees to permit the cradling of vehicle axles or frames either latitudinal or longitudinal. Lifting saddles shall be capable of trapping either the axle or the longitudinal frame members of the vehicle in accordance with the vehicle manufacturer's lifting requirements.
  9. Removal of the base adapters can be accomplished by removing the stop bolt and sliding adapter off bolster.
  10. Base adapter shall be restrained to prevent over extension.
- L. Pendant Controls:
1. Provide an ergonomic industrial pendant, rated and Certified as Explosion Proof for use in NEC Class 1, Div 2, hazardous locations, 0 inches (0 mm) to 18 inches (457 mm) Above Finished Floor.
  2. Pendant shall be constructed of a lightweight, double insulated thermoplastic with NEMA 4 rated industrial push buttons
  3. Pendant shall be connected to the control console through a multi-conductor, SO cable, military-style DIN connector and wired though intrinsically safe explosion proof barrier protection.
  4. Pendant shall allow operator full function control of the lift, with the following:
    - a. Push/Pull E-Stop Button
    - b. Push buttons for Lift Raise, Lower and Lock
    - c. Selector switch for Synchronized, Front, or Rear lifting
    - d. Push buttons for fore and aft movable carriage drive
  5. The control system and optional pendant shall be equipped with an emergency E-Stop button that de-energizes power to all outputs of the PLC. Re-activation of the control system requires resetting the E-stop and re-setting the control system.
  6. The control system shall be designed to prevent accidental use of the main operator controls when the pendant is connected. Any attempt to use main controls with pendant attached will result in an operator lock-out.

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**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Do not begin installation until supporting structures have been properly prepared.
- B. If supporting structure preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.2 INSTALLATION**

- A. Installation shall be performed by a Rotary Lift factory authorized distributor/installer. Install in strict accordance with manufacturer instructions and in proper relationship with adjacent construction. Test for proper operation and retest if necessary until satisfactory results are achieved.

**3.3 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.



- 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:

<u>BULLETINS AND/OR ADDENDA</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 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 Forty Five (45) 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**

Heavy Duty Vehicle Lift,  
Rotary Lift Model No. EFX-60-17  
or Approved Equal

Unit Price	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 Rotary Lift Model EFX-60 or Approved Equal and all components 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:

\_\_\_\_\_

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

\_\_\_\_\_  
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

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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: \_\_\_\_\_

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

\_\_\_\_\_  
Title

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

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