

**COUNTY OF CARBON**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**VEHICLE FLEET FINANCING**

**Written Inquiry Period:**

Ends: 4:00 P.M., Friday, November 18, 2016

Via Email to: carbonpurchasing@carboncounty.net

**Deadline for Submitting Sealed Proposals:**

4:00 P.M., Friday, December 2, 2016

To: Carbon County Commissioners Office

Attn: Eloise Ahner

Courthouse Annex, 3<sup>rd</sup> Floor

2 Hazard Square

P.O. Box 129

Jim Thorpe, Pa. 18229

**Your Sealed Proposal must be clearly marked on the outside of the envelope with your Company name, address and the words “VEHICLE FLEET FINANCING RFP” and contain:**

1. Response to Articles #1 through #32, page 9, 10 & 11 in the order specified. Include (1) original (clearly marked as “Original”) & (2) copies.

**Failure to submit the above requirements as specified may result in the disqualification of your proposal.**

**County’s Point of Contact:**

Linda Dopira, Purchasing Manager

Phone: (570) 325-8988

Email: carbonpurchasing@carboncounty.net

# **REQUEST FOR PROPOSALS**

The County of Carbon will receive sealed proposals until 4:00 P.M., prevailing time, Friday, December 2, 2016 in the Office of the County Commissioners, Courthouse Annex, 3<sup>rd</sup> Floor, 2 Hazard Square, PO Box 129, Jim Thorpe PA 18229, for the following:

## **VEHICLE FLEET FINANCING**

RFP documents may be obtained by contacting the Purchasing Department at (570) 325-8988, Courthouse Annex, 2<sup>nd</sup> Floor, Jim Thorpe, PA. Addenda, if any, will be issued to only those persons whose name and address are on record as having obtained the RFP documents.

The accepted proposal will be awarded at a regularly scheduled meeting of the Carbon County Board of Commissioners.

The County reserves the right to reject any or all proposals or waive any informality associated with the RFP.

**CARBON COUNTY  
BOARD OF COMMISSIONERS**

Wayne E. Nothstein, Chairman

Adv: 11/7 & 11/10/16

**COUNTY OF CARBON  
REQUEST FOR PROPOSALS (RFP)  
VEHICLE FLEET FINANCING**

**1. INTRODUCTION:**

Notice is hereby given that pursuant to a fair and open process, sealed proposals will be received and reviewed by the County of Carbon, hereinafter referred to as “County” for the financing of the County Vehicle Fleet. It is the intent of the County to award this contract within sixty (60) days of receipt of the proposals to the best qualified firm, hereinafter referred to as “Provider”. Lease and delivery of the first order of new vehicles should be completed within ninety (90) days of the contract award.

**2. PURPOSE:**

The purpose of this request is to solicit proposals from qualified firms, hereinafter referred to as “Proposer(s)” who can supply and maintain the County's Vehicle Fleet and that meet the specifications outlined herein. The selected firm will provide the best option for the County, in terms of monthly fee, the quality of the services provided, capability, Proposer reputation and ability to provide and service the equipment within a specific time period.

**3. PROCEDURES FOR RESPONDING TO REQUEST FOR PROPOSALS:**

Original, sealed proposals must be submitted to:

Carbon County Commissioners Office  
Attn: Eloise Ahner  
Courthouse Annex, 3<sup>rd</sup> Floor  
P.O. Box 129  
Jim Thorpe, PA 18229

Proposals must be submitted in a sealed envelope, clearly marked on the outside with the Company name and address and the words “**VEHICLE FLEET FINANCING RFP**”. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the below-referenced due date and time. Submissions by fax, telephone, or email are not permitted.

**Submission Deadline:** Proposers must submit their written proposal by 4:00 P.M. prevailing time on Friday, December 2, 2016.

**4. INQUIRY PERIOD:**

Questions must be submitted via email to [carbonpurchasing@carboncounty.net](mailto:carbonpurchasing@carboncounty.net). Responses will be provided by written addenda to all plan holders.

Written enquiry period ends at 4:00 P.M., Friday, November 18, 2016. Questions received after that time will not be answered.

**5. CRITERIA FOR EVALUATION OF PROPOSAL:**

The County will independently evaluate each submission, and selection will be made upon the following criteria:

- A. Experience and reputation with respect to representation of governmental entities;
- B. Knowledge of the subject matter of the services to be provided to the County;
- C. Ability to meet timelines and schedules for completion on an expedited basis as set forth by the County;
- D. Availability to accommodate any required meetings of the County;
- E. Other factors determined to be in best interest of the County based on the County's sole discretion.

**6. PROPOSAL:**

Each proposal must be in sufficient detail to permit evaluation by the County. Proposals must include the information that is specifically requested herein as well as such additional information as a respondent deems relevant to the process. Each Proposer agrees that the proposal submitted constitutes a firm offer to the County that cannot be withdrawn for ninety (90) days from the proposal due date.

**7. COMMUNICATION WITH ELECTED OR APPOINTED OFFICIALS:**

All communications during this process should be directed to the appropriate contact listed in this Request for Proposals. Any Proposer that makes any effort to communicate with any other official of the County, either directly or indirectly, during this process will be **EXCLUDED** from consideration.

**8. RESPONSIBILITIES:**

The Provider shall have primary responsibility for the following for the life on the contract:

- A. The Provider will, whenever on the County's premises, obey all instructions and County policies, which are provided to them with respect to performing services on the County's premises.
- B. The Provider shall assure that its employees interact with County employees and with the public in a respectful, courteous, helpful and impartial manner. All employees of the Provider in both the field and the office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Provider. In the event that the Provider or any of their employees cause damage to the County's equipment or facilities, the Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the actions of the Provider or the Provider's employees.
- C. The County is committed to promoting equal opportunities for all. The Provider agrees to abide by the County's non-discrimination policy, attached herein as Attachment "D". The

County will not tolerate or condone acts of discrimination based upon race, gender, religion, ethnicity, national origin, color, age, disability or any other unlawful form of discrimination.

- D. All County buildings are DRUG-FREE. The Provider and all of their employees agree to comply with this DRUG-FREE policy while performing services on County property.
- E. No advertising, sales promotion or other materials of the Provider may identify or reference this contract with the County without written consent from the County.

**COUNTY OF CARBON**  
**COUNTY VEHICLE FLEET FINANCING**  
**SCOPE OF WORK**

1. The County intends to lease seven (7) vehicles for the first year of a four (4) year period.
2. The County intends to award a multiple year contract "the master-lease financing plan" that will allow ordering to occur throughout a four (4) year period with the option to renew for (1) additional 4-year term. This is a non-guaranteed amount contract. The County reserves the right to order any amount of financed vehicles and additional services it deems in the best interest of the County.
3. The County's obligations are contingent upon appropriation of funds for the contract purpose. Provider shall not assess any termination charges against the County for termination of the agreement due to:
  - A. Non-appropriation of funds
  - B. Provider non-performance, non-compliance with the requirements set forth herein, or inadequate performance
  - C. Non-availability of County, State or Federal funds

The Contract may be cancelled by the County by giving the Provider sixty (60) days written notice of Intent to Cancel. If the Contract is terminated by the County, the Provider will be paid for undisputed and verified time or goods furnished by the Provider, and for undisputed and verified expenses. In the event of an early termination by the County, the County shall be entitled to a pro-rata refund of any amounts paid in advance for services or goods under this Contract.

3. The County requires vehicles on a financing basis satisfying the specifications described in this section and may require the vehicle maintenance services described in this section on an "as needed" basis. Proposers are expected to submit proposals that address all portions of this section. If a Proposer is unable to satisfy every element of this section but chooses to submit a proposal anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. The County will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to the County's requirements and remove it from further consideration.
4. For evaluation purposes prices offered must be firm, fixed prices not subject to change during financing started during the first ordering period. Include all applicable fees and charges in the monthly price, including end of financing inspection fees, and any applicable taxes. The County is exempt from sales tax on all vehicles registered to the County.
5. Vehicles should be depreciated at 1.5% per month with a 10% Residual Book Value. Maintenance expenses and residual value should be based on the indicated term and annual average mileage of 20,000.

6. The County plans to sign a master lease-financing program for use by all departments and develop an ordering process with the successful Proposer. The County's designee will work with departments to facilitate the choice of an appropriate vehicle, options and financing term necessary for each vehicle financed. Each proposal should outline a pricing strategy.
7. Provider must supply an End of Term Balance at the end of the term (usually 60 months, minimum term 12 months and maximum term 60 months). 30 days prior to the end of the term the Provider should provide an estimate of the current market value of any orders due for termination. This should be followed by a written inspection report within five days of the return of the vehicle.
8. Vehicle warranty will be bumper to bumper for a minimum of three years or 36,000 miles, or the manufacturer's warranty, whichever is longer.
9. Service and Maintenance Requirements: the County shall keep and maintain each vehicle in normal operating condition and adhere to the maintenance schedule that will be provided by the successful Contract of fleet financing services. The County deems it necessary to include maintenance service on all financed vehicles.
10. Other Requirements:
  - A. All fleet vehicles provided to the County must be in compliance with the Motor Vehicle Procurement Act, attached hereto and referenced herein as Attachment "E".
  - B. The Provider shall establish and maintain an appropriate organizational structure to enable local management of this contract/documentation supporting the Provider's ability to service the contract (including but not limited to office locations) should be included with the proposal submission. All ordering will originate directly from Provider with approval from the County.
11. Vehicle Quantities and Locations: The County Fleet targeted to be satisfied by this contract consists of approximately up to 25 vehicles. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT.** The County reserves the right to order any amount of vehicles and any additional services it deems in the best interest of the County. The list of the current County fleet targeted for financed replacements is attached herein as Attachment "A".
12. All vehicles provided under this contract must be new from the factory. Vehicles should be registered to the County. The County vehicles shall have MG state agency plates following delivery and acceptance by a County representative.
13. Vehicle Mileage and Term: The Provider shall be able to support vehicle return and replacement for vehicle orders lasting a minimum of one year up to a maximum financing period of five years. The Provider may propose, and the County must provide written consent to, a desired timeframe or mileage interval different than levels requested by the County, if such intervals provide advantages to the Provider, the County, or both, such as lower financing prices due or better vehicle resale potential.

14. Vehicle Inspection: All vehicles financed under this contract shall be inspected upon delivery, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle and acceptance that it meets ordering specifications.
  
15. All vehicles shall have the following features:
  - A. All vehicles must be new from factory.
  
  - B. Minimum 3 key sets per vehicle.
  
  - C. Vehicles should be registered to the County with MG Pennsylvania State Agency plates.
  
  - D. Air Conditioning
  
  - E. To the extent possible, *each vehicle should be best in class for fuel efficiency.*
  
  - F. Exterior color of all vehicles to be selected by the County.
  
16. Additional requirements by vehicle type:
  - A. Sedans: AWD, Four (4) door. Best available fuel economy for a sedan that can comfortably seat four adults. Some sedans will be required to be fitted with a Setina horizontal sliding window partition with recess storage panel.
  
  - B. Sports Utility Vehicles, AWD: Best available fuel economy for an SUV that can comfortably fit five adults.
  
  - C. Minivans: Best available fuel economy for a minivan that can comfortably seat six or more adults.
  
  - D. Small/Light Vans (Transit Connect or similar): interior shelving option should be available.
  
  - E. Passenger Vans: Should carry a minimum of fifteen passengers including the driver.
  
  - F. Cargo Vans: Interior fit and finish should be heavy duty “work truck” style unless otherwise specified at ordering. Shelving should be an available option.
  
  - G. Compact Pickup Trucks: Four wheel or all-wheel drive should be an available option.
  
  - H. Full Size Trucks: Four-wheel drive plus tow & plow package appropriate for existing stock of plow blades and trailers. Three passenger seating and a crew cab option should be available.

17. Reporting Requirements:

- A. Reports are due the third and ninth months in each ordering period. The Provider shall meet with the County to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the County at any time during the previous six-month period and contain a separate section with the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center by department (assigned by the County); date of delivery and months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The County will review this information and compare it to County records to detect potential inconsistencies requiring resolution.
- B. The County may also request additional meetings with the Provider in relation to this agreement. The Provider will work in good faith to meet with the County for any additional meetings in a timely fashion.
- C. Invoicing: detailed invoicing instructions will be negotiated between the County and the selected Provider. Any credits due the County shall be separately identified on the invoice and shall be applied against outstanding charges due to the Provider.

18. End of Financing Options:

- A. At the end of financing term, the County may:
  - i. Purchase the vehicle from the Provider for the end of term obligation (Reduced Book Value plus other charges).
  - ii. Turn the vehicle in to be disposed of by Provider.
- B. When the County turns vehicles into the Provider, the Provider will:
  - i. Check vehicle in with a written report.
  - ii. Within four weeks, the Provider will communicate with the County a minimum market value for vehicle based on at least three (3) offers or quotes.
  - iii. Funds received by the Provider for disposing of the vehicle shall be used to reconcile the remaining reduced book value of the vehicle. Any further credits or debits will be applied to the County account.

19. Cooperative Purchasing:

The Contract that ensues shall be for the use of the County. In addition, and in accordance with applicable Pennsylvania law, specific eligible County municipalities and Carbon County Council of Government (COG) members may also participate in this Cooperative Purchasing Agreement at their discretion. Any such legally eligible political entities must receive Provider's approval.

## **FORM OF PROPOSAL FORMAT & REQUIRED SUBMITTALS**

**Proposals must include all the information requested below in the order presented herein. Reference the article number beside each of your responses.**

1. Is your company publicly listed / traded?
2. What year was your company established?
3. If your firm is privately held, who are the majority owners of the business?
4. Is your company a Small Business, Minority, Woman-Owned or Veteran-Owned business?
5. If selected are you willing to provide a copy of your last 3 years of audited financial statements?
6. Please identify all certifications, awards, and any accreditations in your industry or from agencies.
7. How do you monitor the Quality of Work provided by your team? Include specific measurements.
8. Please describe the process your firm uses to monitor customer satisfaction and how you provide feedback to your employees during and after assignments?
9. Please describe your procedures for taking corrective action when customers express dissatisfaction with deliverables?
10. Please include at least 3 – 5 examples of monthly reports and formats available for reporting the weekly and monthly call activity, escalation routing, and statistics.
11. Does your company provide a program in which the maintenance costs are billed back to the County as they occur? YES / NO
12. Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the vehicle financing? YES / NO

If your response is yes to either #11 or #12, please include the cost of these program(s) and provide detail on program(s) including but not limited to:

- A. Location of facilities that will perform maintenance services located within the County.
- B. Monitoring, tracking, and service needed notification capabilities / procedures.
- C. Included and excluded items / coverage.
- D. Compatibility with manufacturer's warranty
- E. Qualification requirements for those performing work on financed vehicles

- 13.** The Proposer must submit a copy of the most current audited financial report of the company;
- 14.** The Proposer shall submit a list of three (3) references, including name of institution, address, and contact person and phone number.
- 15.** Scope of Services/Prior Experience - submittals must detail the services proposed to be provided and the firm's experience in providing such services.
- 16.** Personnel – proposals submitted to the County must include the following
  - A. Name, address, and brief description of your firm;
  - B. The names, experience, and qualifications of the individual(s) who would be primarily responsible for performing services on behalf of the County;
  - C. A statement of assurance that your firm is not currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations;
  - D. A statement that your firm or principals are not involved in any current or pending litigation involving the County, or any of its Departments or Authorities;
  - E. The Proposer's demonstrated experience and expertise in supplying and maintaining any County's Fleet/Experience shall include current and past services provided of similar scope and size, as well as experience of support staff and management.
- 17.** Conflict of Interest: All submittals must state that there are no conflicts of interest to which the firm would be subject if it were to provide the requested services on behalf of the County
- 18.** Proposers shall provide a detailed description of the fleet financing services offered within this proposal but not limited to:
  - A. Open-ended *lease* financing program.
  - B. Vehicle maintenance program.
  - C. Physical damage program.
  - D. Vehicle resale process.
  - E. Proposers ability to sell vehicles in the County's current fleet (Attachment "A")
  - F. Global Positioning System capabilities (GPS).
  - G. Vehicle lettering / identification.
- 19.** Proposer shall describe the firm's experience in offering or performing like services for County, public transportation agencies, municipalities, and/or other government agencies.
- 20.** Proposers shall identify subcontractors (vehicle maintenance facilities) by name, address and telephone number located within the County as well as any outside County boundaries within a twenty-five (25) mile radius.
- 21.** Proposer shall identify any and all insurance requirements imposed on the County as a condition of the financing of vehicles. The County reserves the right to insure vehicles through the insurance carrier of its choice and the option to not insure certain vehicles under this contract.

22. Proposer shall identify entity holding title to the vehicle(s) as well as contact information for person at the firm responsible for registering the vehicle(s) during the term of the financing.
23. Include open-ended financing proposal with no mileage restrictions.
24. Proposers should indicate any adjustments for future year pricing, may propose other pricing options and should clearly indicate all applicable fees and taxes.
25. List price changes in subsequent ordering.
26. Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.
27. Service and Maintenance Requirements: Maintenance and residual value should be based on the indicated term and annual mileage of 20,000. The County shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance and unlimited repairs are performed to maintain the warranty at the Provider's designated maintenance shops, which are required to be within fifteen (15) miles of the Carbon County Courthouse located at 4 Broadway, Jim Thorpe, PA 18229. The County will pay a fixed monthly rate for maintenance on each vehicle. All maintenance, including inspection and emission stickers, will be included in this rate, with the exception of tires. Proposers should provide a description of their maintenance program to include but not limited to:
  - A. List of available maintenance facilities as specified above
  - B. Administrative handling procedures
  - C. Hours of availability
28. Proposers are encouraged to describe in detail their services as related to each requirement detailed herein and (breakdown separately) any additional features or benefits related to the offering not specified in this RFP.
29. Proposers shall detail their experience in providing fleet financing services to other governmental agencies.
30. Explain how the fleet financing services would be delivered to The County.
31. Proposer shall include a copy of the proposed agreement with this proposal. Proposer acknowledges final agreement under this Request for Proposals shall be in a form agreeable to the County. Proposer further acknowledges that acceptance of the proposal is specifically contingent on the parties agreeing on a form of agreement as set out herein within thirty (30) days of Notice of Award of bid. Failure to do so, at the option of the County will result in nullification of the award and cancellation of the award for Vehicle Fleet Financing.
32. Other required submittals:
  - A. Maintenance Fee Schedule, page 12
  - B. Lease Fee Schedule, page 13
  - C. Completed Signature Page, page 14
  - D. Subcontractor Information, page 16
  - E. Non-Collusion Affidavit, page 18

**MAINTENANCE FEE SCHEDULE**

**MONTHLY MAINTENANCE FEE PER VEHICLE CLASS**

**BASED ON 20,000 MILES PER YEAR**

<b>Vehicle Class</b>	<b>Monthly Rate</b>	<b>Vehicle Class</b>	<b>Monthly Rate</b>
Compact Sedan	\$	½ Ton Van Cargo	\$
Mid-Size Sedan	\$	¾ Ton Van Cargo	\$
Full Size Sedan	\$	1 Ton Van Cargo	\$
Mid-Size SUV	\$	Compact Pickup Reg 4x4	\$
Full Size SUV	\$	¾ Ton Pickup Reg 4x4	\$
Mini Van Passenger	\$	1 Ton Pickup Reg 4x4	\$
Full Size Van Passenger	\$	1 Ton Pickup Quad 4x4	\$

**\*\* Maintenance Services should be in accordance with Article #27, page 10 of this RFP document.**

Company Name: \_\_\_\_\_

**LEASE FEE SCHEDULE**  
**MONTHLY LEASE FEE PER VEHICLE CLASS**  
**BASED ON 20,000 MILES PER YEAR**

Vehicle Class	Specify Example of Make/Model	Monthly Rate
Compact Sedan		\$
Mid-Size Sedan		\$
Full Size Sedan		\$
Mid-Size SUV 4x4		\$
Full Size SUV 4x4		\$
Mini Van Passenger		\$
Full Size Van Passenger		\$
½ Ton Van Cargo		\$
¾ Ton Van Cargo		\$
1 Ton Van Cargo		\$
Compact Pickup Reg 4x4		\$
¾ Ton Pickup Reg 4x4		\$
1 Ton Pickup Reg 4x4		\$
1 Ton Pickup Quad 4x4		\$
Option: Setina Sliding Window		\$
Option: Plow		\$
Option: Spreader		\$
Option: Tow Package		\$

**\*\*All vehicles must comply with the Motor Vehicle Procurement Act, incorporated herein as Attachment “E”.**

Company Name: \_\_\_\_\_

**SIGNATURE PAGE**

**The undersigned certifies that to the best of his/her knowledge: (check one of the statements below):**

( ) There is no officer or employee of the County, who has, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid.

( ) The names of any and all public officers or employees of the County, who have, or whose relative has, a substantial interest in any contract award pursuant to this proposal/bid are identified by name as part of this submittal.

The undersigned further certifies that their firm (**check one**) \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any state or federal entity. The undersigned agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this Request for Proposal (RFP) for **Financing of the County Vehicle Fleet** and after carefully reviewing all the terms, conditions and requirements contained herein, the undersigned agrees to furnish such goods/services in accordance with the specifications/scope of work.

Bidder acknowledges receipt of the following Addenda (if applicable).

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_  
(E-Mail)

***Only proposals signed by Principal of Company or Authorized Agent will be accepted.***

## ATTACHMENT “A”

### COUNTY INVENTORY FOR LEASING PURPOSES

DEPARTMENT	YEAR	MAKE/MODEL	CURRENT MILEAGE	VEHICLE CLASS
Area Agency on Aging	1995	Chevy Van	73,918	Full-size Van- Passenger
Recreation	1996	Chevy Truck	132,388	Full-size ¾ Ton Truck
Recreation	1999	Ford Taurus	97,162	Full-size Sedan
Juvenile Probation	2000	Chevy Express Van	50,841	Full-size Van- Passenger
Juvenile Probation	2001	Dodge Dakota	42,109	½ Ton Pick Up
Maintenance	2001	Dodge Quad Cab	69,855	Full-size ¾ Ton Truck
Recreation	2001	Dodge ¾ Ton Truck	78,666	Full-size ¾ Ton Truck
Maintenance	2002	Dodge Stratus	96,561	Full-size Sedan
Animal Shelter	2003	Chevy S-10 Pick Up	108,093	Pickup S- 10
Correctional Facility	2003	Chevy Tahoe	78,807	Full-size SUV
Maintenance	2005	Chevy Malibu	76,583	Full-size Sedan
Correctional Facility	2005	Ford Explorer	145,005	Full-size SUV
Area Agency on Aging	2007	Ford Freestyle	86,361	Full-size Sedan
Maintenance	2007	Ford 500 Sedan	62,322	Full-size Sedan
Maintenance	2007	Dodge Ram 2500	41,301	Full-size ¾ Ton Truck
Correctional Facility	2007	Dodge Ram Quad	17,244	Full-size ¾ Ton Truck
Children & Youth	2008	Ford Taurus	177,676	Full-size Sedan
Maintenance	2008	Dodge Ram 2500 SLT	34,066	Full-size ¾ Ton Truck
Correctional Facility	2008	Dodge Charger	77,504	Full-size Sedan
Recreation	2009	Ford Ranger	65,938	Full-size Truck
Area Agency on Aging	2010	Ford XL Van	20,350	Full-size Van- Passenger
Juvenile Probation	2010	Ford Fusion	66,333	Full-size Sedan

**ATTACHMENT "B"**  
**SUBCONTRACTOR INFORMATION**

**Subcontractor #1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work Subcontractor will be performing: \_\_\_\_\_

\_\_\_\_\_

Percentage of Work Subcontractor will perform: \_\_\_\_\_

**Subcontractor #2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work Subcontractor will be performing: \_\_\_\_\_

\_\_\_\_\_

Percentage of Work Subcontractor will perform: \_\_\_\_\_

**Subcontractor #3:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Work Subcontractor will be performing: \_\_\_\_\_

\_\_\_\_\_

Percentage of Work Subcontractor will perform: \_\_\_\_\_

Company Name: \_\_\_\_\_

**ATTACHMENT C**

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term complementary bid as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. FAILURE TO FILE AN AFFIDAVIT IN COMPLIANCE WITH THESE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE BID.

**ATTACHMENT "C"**  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_: Contract/Bid No. \_\_\_\_\_  
:s.s.  
County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_ and  
(Title) (Name of my firm)  
that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers,  
(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of my firm)

the above representations are material and important, and will be relied on by the County of Carbon in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Carbon of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name and Company Position)

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**ATTACHMENT “D”**  
**NONDISCRIMINATION CLAUSE**

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or worker’s representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contract was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor’s noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

**ATTACHMENT “E”**

**62 Pa.C.S.A.**

**Subchapter B. Motor Vehicles**

**Motor Vehicle Procurement Act**

§3734. Contract provisions. (a) Motor vehicles to be manufactured in North America. – All government agencies shall procure only motor vehicles which are manufactured in North America. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final product in an assembly plant in North America. Contract documents for the procurement of motor vehicles shall contain a provision that the vehicles procured by the government agency shall be manufactured in North America.

(b) Exception. – This section shall not apply where the head of the government agency states in writing that it is inconsistent with the public interest or that the cost is unreasonable.

§3735. Payment under contract and action to recover unauthorized payments. A government agency shall not authorize, provide for or make a payment to a person under a contract containing the provision required by section 3734 (relating to contract provisions) unless the government agency is satisfied that the person has complied with the provision. The payment made to a person by a government agency which should not have been made shall be recoverable directly from the supplier of the motor vehicle who did not comply with section 3734 by the government agency or the Attorney General by appropriate legal action. Nothing in this section shall authorize a government agency to initiate a legal action independently of the Attorney General unless otherwise authorized under the act of October 15, 1980 (P.L. 950, No. 164) known as the Commonwealth Attorneys Act.