

UNIVERSITY AREA JOINT AUTHORITY
STATE COLLEGE
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2007-13

PROPOSAL, CONTRACT & SPECIFICATIONS FOR
RENTAL EQUIPMENT CONTRACT

OCTOBER 2007

INVITATION TO BID

Sealed Bids will be received by the University Area Joint Authority in their offices at 1576 Spring Valley Road, State College, Centre County, Pennsylvania, 16801 until 2 PM prevailing time, November 5th, 2007, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2007-13, RENTAL EQUIPMENT

Instructions to Bidders, Specifications and Forms of Contracts may be obtained at the office of the Authority. All Bids shall be on the Bid Form and shall be irrevocable for a period of sixty (60) days after the opening of Bids.

The University Area Joint Authority reserves the right to waive any defects, errors, omissions, mistakes, informalities, to accept any bid or combination of bids that are deemed to be in the best interest of the Authority, and to reject any or all bids.

Please be advised that the University Area Joint Authority will not discriminate against any interested firms or individuals in regard to race, creed, color, sex, age, handicap or national origin in the selection process.

Please contact Diane Cowan at 814-238-5361 between the hours of 8 a.m. and 4 p.m. with questions.

University Area Joint Authority

Cory R. Miller, Executive Director

Dated: October 2007

FORM OF BID

FOR: RENTAL EQUIPMENT CONTRACT

TO: University Area Joint Authority
1576 Spring Valley Road
State College, Pa. 16801

Gentlemen:

Pursuant to and in accordance with your advertisement for bids dated October 24th and October 28th, 2007 and the Instructions to Bidders relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish RENTAL EQUIPMENT in accordance with the Specifications and all Addenda issued by the Owner and mailed to the Undersigned a minimum of three (3) working days prior to the opening of Bids whether received by the undersigned or not, complete, and ready for use, for the price set forth in the following Schedule.

CONTRACT #2007-13
SCHEDULE NO. 1

ARTICLE #1:
TANDEM DUMP TRUCK – WITH OPERATOR

For furnishing RENTAL EQUIPMENT as specified in Section No. 2 of these Specifications, the price per hour is:

Additions or Deductions for Modifications and/or Exceptions to the Specifications:

1. _____ \$ _____

2. _____ \$ _____

ARTICLE #2
HYDRAULIC EXCAVATOR - NO OPERATOR

For furnishing RENTAL EQUIPMENT as specified in Section No. 2 of these Specifications, the price per month is:

Additions or Deductions for Modifications and/or Exceptions to the Specifications:

1. _____ \$ _____

2. _____ \$ _____

ARTICLE #3
TRACK LOADER - NO OPERATOR

For furnishing RENTAL EQUIPMENT as specified in Section No. 2 of these Specifications, the price per month is:

Additions or Deductions for Modifications and/or Exceptions to the Specifications:

1. _____ \$ _____

2. _____ \$ _____

BIDDER'S REPRESENTATION

The undersigned hereby represents as follows:

1. That this Bid is made without connection with any person, firm, or corporation making a bid for the same RENTAL EQUIPMENT, and is in all respects fair and without fraud or collusion;
2. That no officer, agent or employee of the University Area Joint Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and,
3. That no representation, statement or statements, oral or in writing, has induced them to enter into this contract excepting only those contained in the Contract Documents or made a part hereof by its terms.

The undersigned hereby designates as their office to which any notice of acceptance may be mailed, faxed, telegraphed or delivered: (provide name, address, phone, fax, email, contact name)

This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.

WITNESS:

INDIVIDUAL:

_____ (SEAL)

WITNESS:

PARTNERSHIP:

_____ (SEAL)

By: _____ (SEAL)

_____ (SEAL)

WITNESS:

FIRM OR CORPORATION:

_____ (SEAL)

By: _____

If a corporation, give State of Incorporation using the phrase, "A Corporation Organized under the Laws of

_____."

If a partnership, give names of partners, using also, the phrase, "Co-partners trading and doing business under the firm name of

_____."

If an individual, using a trade name, give individual name, using also, the phrase, "An individual doing business under the firm name of

_____."

SECTION NO. 1
INSTRUCTIONS TO BIDDERS

1. The attached Specifications set forth for RENTAL EQUIPMENT CONTRACT. Any change, variation or substitution of equal equipment must be clearly stated in the bid.
2. All Contracts must be executed on forms furnished by the Authority.
3. All Bids shall be sealed in an envelope plainly marked "SEALED BID FOR RENTAL EQUIPMENT CONTRACT #2007-13" UNIVERSITY AREA JOINT AUTHORITY.
4. All supplemental instructions will be in the form of written Addenda to the bid and Specifications, which if issued, will be mailed to all prospective Bidders not later than three (3) working days prior to the date fixed for the opening of the bids.
5. The successful Bidder will be responsible for the payment of all Excise, Sales and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, uses and incidentals which they purchase or use for the purpose of fulfilling the work of this Contract, and they shall include all amounts required for such taxes within the item prices in his Bid. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize themselves before submitting a Bid with all laws requiring the payment of such taxes.

Attention is directed to the fact that under existing provisions of the Pennsylvania 1963 Tax Act for Education and regulations promulgated by the Pennsylvania Department of Revenue, items of tangible personal property used or consumed directly in the rendition of a public utility service (including a sewer system) are exempt from tax under said Act upon proper application for the certificate of exemption. Bidders are further advised that, upon proper application, an Excise Tax Exemption Certificate will be provided to the successful Bidder.

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ by and between the University Area Joint Authority, hereinafter known as the Owner, Party of the First Part, and _____ a _____ known as _____, existing under the laws of _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the Parties hereto for the consideration stated mutually agree as follows:

ARTICLE I – SCOPE OF WORK:

The Contractor agrees to furnish the specified RENTAL EQUIPMENT and perform all work necessary for or incidental to, and to perform all other obligations imposed by this contract for the complete work, all in strict accordance with the CONTRACT DOCUMENTS as prepared by the Authority, attached hereto or referred to herein, all of which are made a part of and designated as follows:

- a. Notice to Bidders
- b. Instructions to Bidders
- c. Form of Bid
- d. Specifications for RENTAL EQUIPMENT CONTRACT

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under their own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or their right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

**CONTRACT #2007-13 RENTAL EQUIPMENT CONTRACT
ARTICLE #1: TANDEM DUMP TRUCK WITH OPERATOR**

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under their own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or their right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

**CONTRACT #2007-13 RENTAL EQUIPMENT CONTRACT
ARTICLE #2: HYDRAULIC EXCAVATOR - NO OPERATOR**

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under their own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or their right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

**CONTRACT #2007-13 RENTAL EQUIPMENT CONTRACT
ARTICLE #3: TRACK LOADER - NO OPERATOR**

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

SECTION NO. 2 SPECIFICATIONS

The following indicates the MINIMUM specifications of this contract. Separate contracts could be issued for each Article.

ARTICLE #1 – TANDEM DUMP TRUCK WITH OPERATOR:

- Equipment rental will fall within the calendar year 2008. Beginning and ending dates will be at the discretion of UAJA.
- Rental *estimate* at this time would be approximately 1000-1200 hours.
- **Contractor must give UAJA 30 day written notice before winter work shutdown.**
- **The successful bidder must provide a performance bond to UAJA upon award of contract.**
- All bidders must provide proof of Insurance.
- All bidders must provide proof of Workman's Compensation Insurance.
- UAJA may require up to three (3) Tandem dump trucks on any given day, with proper prior notice.
- If a truck breakdown occurs, a replacement truck must be available within one hour or UAJA reserves the right to cancel the contract.
- All bids must include labor, fuel, mechanical breakdowns, accidents and damage to property or utilities.
- Work must commence within 5 work days upon verbal notification from UAJA, weather permitting.
- Any deviation from the above specifications will be executed only upon written order to UAJA, and will become an extra charge over and above the contract only after UAJA approval. All agreements are contingent upon strikes, accidents or delays beyond our control.
- Faxed bids will not be accepted.

ARTICLE #2 – HYDRAULIC EXCAVATOR – NO OPERATOR (Limited Swing: 325 CAT, CX225SR Case or Equal)

- Equipment rental will fall within the calendar year 2008. Beginning and ending rental dates will be at the discretion of UAJA. Rental *estimate* at this time would be approximately from January through September, but is subject to change.
- Equipment insurance coverage will be provided by UAJA.
- Required: 36" bucket, John Deere controls, auxiliary hydraulic kit and quick coupler
- If a hydraulic excavator breakdown occurs, repair or replacement of the unit will be within 2 days.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Faxed bids will not be accepted.
- Mobilization and any misc. charges should be clearly noted.
- Prior to award of contract, UAJA may require a demonstration of each unit (can be done at vendor location)

- Bid packet must include Make, Model and brochure with specifications for equipment being submitted.

ARTICLE #3 – TRACK LOADER – NO OPERATOR (Liebherr 622, Caterpillar 953 or Equal)

- Equipment rental will fall within the calendar year 2008. Beginning and ending rental dates will be at the discretion of UAJA. Rental ***estimate*** at this point would be approximately from January thru September, but is subject to change.
- Equipment insurance coverage will be provided by UAJA.
- If a track loader breakdown occurs, repair or replacement of the unit will be within 2 days.
- All agreements are contingent upon strikes, accidents or delays beyond our control.
- Faxed bids will not be accepted.
- Mobilization and any misc. charges should be clearly noted
- Prior to award of contract, UAJA may require a demonstration of each unit (can be done at vendor location)
- Bid packet must include Make, Model and brochure with specifications for equipment being submitted.