

UNIVERSITY AREA JOINT AUTHORITY  
STATE COLLEGE  
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2010-05

PROPOSAL, CONTRACT & SPECIFICATIONS FOR  
TRACK LOADER RENTAL

AUGUST 2010

## 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, September 14<sup>th</sup>, 2010, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2010-05, TRACK LOADER RENTAL

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 Ruth 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: August 2010

FORM OF BID

FOR: TRACK LOADER RENTAL

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 August 29<sup>th</sup> and September 1<sup>st</sup>, 2010 and the Instructions to Bidders relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish TRACK LOADER RENTAL 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 #2010-05  
SCHEDULE NO. 1

**TRACK LOADER – NO OPERATOR (622 Liebherr, 953 CAT or Equal)**

For furnishing TRACK LOADER RENTAL 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 TRACK LOADER RENTAL, 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 sent:  
(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:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

INDIVIDUAL:

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

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 TRACK LOADER RENTAL. 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 TRACK LOADER RENTAL #2010-05" 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 TRACK LOADER RENTAL 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 TRACK LOADER RENTAL

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 #2010-05      TRACK LOADER RENTAL - NO OPERATOR  
(622 Liebherr, 953 CAT or Equal)**

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 #3 – TRACK LOADER – NO OPERATOR (622 Liebherr, 953 CAT or Equal)**

- Equipment rental will fall within the calendar years 2010/2011. Beginning and ending rental dates will be at the discretion of UAJA. Rental **estimate** at this point would be approximately from September 2010 thru September 2011 with a possible one year extension, but is subject to change.
- Equipment insurance coverage will be provided by UAJA.
- On day of delivery, equipment may not exceed 4000 metered working hours unless UAJA approval is given.
- If a 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.
- Mobilization to and from the job site 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.