

REQUEST FOR BIDS

Bids will be received by the Borough of Shippensburg, Cumberland and Franklin Counties, 111 North Fayette Street, P.O. Box 129, Shippensburg, PA 17257, until 11:00 a.m. February 3, 2012 for the following:

2012 Dodge Charger Police Pursuit Sedan
2012 RAM 1500 ST 4WD Pickup Truck

Bids must be submitted in sealed envelopes and plainly marked on the outside with "Vehicle Bids". Bid Specifications are available on the Borough Website or by contacting the Borough Office.

The Borough reserves the right to accept or reject any or all bids, to waive any informality in the bids and to accept any bid which it deems to be in the best interest of the Borough.

Earl Parshall
Borough Secretary

**BOROUGH OF SHIPPENSBURG
VEHICLE SPECIFICATIONS**

2012 Dodge Charger Police Pursuit Sedan, Color: Black

Options: Vinyl rear seat
Black incandescent left spot lamp
Power heated mirrors
Black vinyl floor covering
Deactivate rear door/window
Push Bumper

2012 Ram 1500 ST 4WD Pickup Truck, Color: White

Options: Tradesman package
Ram boxes

Price to include vehicle preparation, inspection, title/registration, full tank of fuel, and delivery.

PROPOSAL PAGE

TO: Borough of Shippensburg, Cumberland and Franklin Counties, Pennsylvania

FOR: Supplying 2012 Vehicles

Vehicles should be in accordance with the attached technical specifications. Any deviation from the specifications must be explained in detail with the bid submittal.

Pursuant to the request for bids for the above-mentioned supplies, the undersigned agrees to deliver and supply said items to the Borough of Shippensburg, as required by and in strict accordance with the specifications and to perform all other obligations imposed by the contract, for the prices named in the following schedule:

	<u>Unit Price</u>
<u>Materials:</u>	
2012 Dodge Charger Police Pursuit Sedan	\$ _____ (Figures)
2012 RAM 1500 4WD Pickup	\$ _____ (Figures)
	\$ _____ (Figures)
	\$ _____ (Figures)

Total price _____ dollars and _____ cents
(Write Out) (Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the Specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

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 non-competitive 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.

(Name of Firm)

that the above representations are material and important and will be relied on by _____ in awarding the contract(s) for which this bid is
(Name of Public Entity)

submitted. I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____
(Name of Public Entity)

of the true facts relating to the submission of bids for this contract.

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20_____

Notary Public

My Commission Expires

PA DEPARTMENT OF COMMUNITY AFFAIRS
BUREAU OF HOUSING AND DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contractor shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Address of Bidder (Include Zip Code)

1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause. Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No

Name and Title of Signer (Please type or print)

SIGNATURE:

DATE:

CERTIFICATION OF NON SEGREGATED FACILITIES

The Bidder certifies the he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities for employees which are segregated by explicitly directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Date: _____, 20__

Name of Bidder

Official Address
Including ZIP Code

By _____

Title

AFFIDAVIT

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)
)
) ss:
)
County of)

he/she has
Being duly sworn according to law deposes and says that they have it

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth

has his/her
of Pennsylvania, with its supplements and amendments, and have insured their liability it

there under in accordance with the terms of said Act with _____
Surety Company

Contractor
(Type or Print)

By _____
Signature

Sworn to and subscribed before me this _____ day of _____, 20__.

My Commission Expires _____
Date

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____
20____, by the Borough of Shippensburg, 111 North Fayette Street, P.O. Box 129, Shippensburg,
Pennsylvania, hereinafter called the Owner, Party of the First Part, and

A CORPORATION known as _____

organized and existing under the Laws of the State of _____

A PARTNERSHIP known as _____

consisting of the following members: _____

AN INDIVIDUAL _____

trading as _____

of _____ Street, City of _____

State of _____

hereinafter called the Contractor, Party of the Second Part.

WITNESSETH, that the Parties hereto do mutually agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to and to perform all other obligations imposed by this Contract for the furnishing of 2012 Dodge Vehicles in strict accordance with the Specifications listed:

- | | |
|-------------------|---------------------|
| A. Advertisement | D. Performance Bond |
| B. Proposal | E. Specifications |
| C. This Agreement | F. Bid Bond |

ARTICLE II. The Contractor agrees that the applicable unit shall be supplied no later than the time specified in the Proposal.

ARTICLE III. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to change orders) in accordance with the prices stipulated in the Proposal and in the manner provided in **ARTICLE IV.**

ARTICLE IV. Payments to the Contractor shall be made as follows:

Not later than thirty (30) days after receipt of the completed unit, or units, and Certifications of Acceptance by the Borough, said acceptance shall be based upon inspection and testing, in accordance with the standards set forth or implied in the Specifications.

ARTICLE V. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI. The products to be supplied herein shall be, at all times, subject to the inspection of the Borough and/or its authorized agents.

ARTICLE VII. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period equal to the guarantee time after written approval by the Borough.

ARTICLE VIII. In the event of conflict between any of the Contract documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF the Parties hereto have signed this Contract the day and year first above written.

By: _____

Name and Title

Please Print Signature

Company

Phone No.

Attest:

By: _____

President
Shippensburg Borough Council

Attest:

Secretary