

REQUEST FOR PROPOSALS

Sealed proposals are being requested by the Borough of Shippensburg, Cumberland and Franklin Counties, Pennsylvania, for the following equipment rentals for 2019:

1. Dump Truck Single Axle, Standard Body
 - a. Up to 16,000 # lic wt.
 - b. 16,000# to 26,000 # lic wt.
 - c. 26,010# to 33,000# lic wt.
2. Dump Truck Single Axle truck for blacktop hauling
 - a. Up to 33,000# lic wt.
3. Dump Truck Tri Axle truck for blacktop hauling
 - a. Up to 73,280# lic. Wt.
4. Trucks, Tractor (w/low-bed equipment trailer)
 - a. 25 ton capacity
 - b. 25-35 ton capacity
 - c. Over 35 ton capacity
5. Tractor, Rubber Tied (w/hydraulic backhoe & front loader)
 - a. Up to 52 B.H.P
 - b. 52-80 B.H.P.
 - c. Over 80 B.H.P.
6. Asphalt Paver
 - a. 9'-13'; screed (or equivalent)
 - b. 10-18 minimum width/vibratory screed
7. Asphalt Rollers
 - a. Double Drum vibratory asphalt roller compactor 3-5 Ton
 - b. Double Drum vibratory asphalt roller compactor static min wt. of 20,000#
8. Milling Machine
 - a. 2' Cutting Drum
 - b. 4' Cutting Drum
 - c. 6' Cutting Drum
9. Air Compressors
 - a. 160 to 250 C.F.M.
10. Snow Removal - Day and/or Night - Dump Truck w/Driver
 - a. Single Axle, Minimum 21,000# lic wt.
 - b. Tandem Axle
 - c. Tri-Axle

Sealed proposals, clearly marked "2019 Equipment Bid", are due no later than **Tuesday, November 13, 2018 at 1:00 PM (Eastern Standard Time)**, at which time proposals will be opened and reviewed for submittal to the Shippensburg Borough Council. Proposals received after this deadline will be returned, unopened to the contractor. Delivery of the proposal package in accordance with the deadline established is the sole responsibility of the contractor.

Sealed proposals are to be delivered in accordance with the deadline established above, to:

Borough of Shippensburg
111 North Fayette Street
P. O. Box 129
Shippensburg, Pennsylvania 17257-0129

Proposals must be upon forms furnished by the Borough of Shippensburg and can be obtained at the Shippensburg Borough Office or at www.borough.shippensburg.pa.us. While contractors may make comments to clarify their proposal, contractors cannot change, modify, delete or make additions to the wording of any of the Proposal Documents. Unauthorized conditions, alterations, exceptions, limitations, or provisions attached to a proposal may be cause for rejection of the proposal. Any questions regarding the Proposal Documents shall be submitted as Requests for Interpretation and the Proposal Documents may only be modified by Addendum issued by the Borough prior to the opening date. A payment bond and proposal bond are not required for this proposal or agreement.

The Borough intends to award a contract at the public meeting scheduled for Tuesday, November 20, 2018, beginning at 6PM at the Borough Office located at 111 N Fayette St, Shippensburg, PA to the overall lowest responsible contractor for each item, as determined by the Borough to be in the best interest of the Borough and reserves the right to award separate contracts for the various equipment included in this proposal to separate contractors.

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

Kevin Plasterer
Assistant Borough Manager/Secretary

**BOROUGH OF SHIPPENSBURG
RENTAL EQUIPMENT
PROPOSAL & BID TABULATION
2019**

**Apparent Low Bid for Item (Assumes permits can be obtained at no charge).
All columns need to be completed, for those items not bidding enter N/A in column.**

Item No. and Description

	Hourly Rate	8-Hour Day	Move-in Charge	Hourly Rate w/operator
1. Trucks, dump (single axle, standard body):				
a. Up to 16,000# lic. wt. -				
b. 16,000# to 26,000# lic. wt. -				
c. 26,010# to 33,000# lic. wt. -				
2. Trucks, dump (single axle truck for blacktop hauling):				
a. Up to 33,000# lic. wt. -				
3. Trucks, dump (tri-axle truck for blacktop hauling):				
a. Up to 73,280# lic. wt. -				
4. Trucks, tractor (w/low-bed equipment trailer):				
a. 25 Ton capacity -				
b. 25-35 Ton capacity -				
c. Over 35 Ton capacity -				
5. Tractor, rubber-tired (w/hydraulic backhoe and front loader):				
a. Up to 52 B.H.P. -				
b. 52-80 B.H.P. -				
c. Over 80 B.H.P. -				
6. Asphalt Paver:				
a. 9'-13'; screed (or equivalent)				
b. 10 -18 minimum width / vibratory screed				
7. Asphalt Rollers:				
a. Double Drum vibratory asphalt roller compactor 3-5 Ton				
b. Double Drum vibratory asphalt roller compactor Static min. wt of 20,000# -				
8. Milling Machine:				
a. 2' cutting drum				
b. 4' cutting drum				
c. 6' cutting drum				
9. Air Compressors:				
a. 160 to 250 C.F.M. -				
10. Snow Removal - Day and/or Night - Dump Truck w/Driver				
a. Single Axle, Minimum 21,000# lic. wt. -				
b. Tandem Axle -				
c. Tri-Axle -				

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20____, by the Borough of Shippensburg, 111 North Fayette Street, 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 _____ in strict accordance with the Specifications listed:

- | | |
|--------------------------|-------------------------|
| A. Request for Proposals | C. This Agreement |
| B. Proposal | D. Contractor Affidavit |

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:

The Contractor shall invoice the Borough. Payment will be NET 30. The invoice must include, at a minimum, the date(s), item and rate.

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.

ARTICLE XI. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, shall be in Cumberland County Court of Common Pleas.

ARTICLE X. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

ARTICLE XI. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

Attest: _____

By: _____
Name and Title
(Print or Type)

Please Print Signature

Company

Phone No.

Email Address

Attest: _____

By: _____
President
Shippensburg Borough Council

Secretary

CONTRACTOR AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he/she has carefully examined the Proposal, the Contract, the Information for Bidders and the Specifications.
- B. That no officer, agent, or employee of the Borough of Shippensburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by the Borough of Shippensburg within forty-five (45) days of the opening of bids, he/she will execute the Agreement and furnish the properly executed bonds and insurance certificates within the time and in the form and amount required by the Contract and Specifications. Upon his/her failure, neglect or refusal to do so, the Borough of Shippensburg will not grant the bid, but shall award the bid to the next lowest, qualified bidder.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative Signature

Print Full Name

Title

Business Address of Bidder

Phone # /Fax #

Email Address