MS-970 (11-09)

pennsylvania
DEPARTMENT OF TRANSPORTATION

EQUIPMENT RENTAL PROPOSAL AND CONTRACT (WHEN EXECUTED)
(INSTRUCTIONS ON PAGE 5)

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for Equipment Leasing Opening of April 4, 2019 (DATE) **."**

Sealed Proposals will be received on or before 1:00 P.M. **TIME** **, on the above Date.**

Proposals will be opened and read at approximately 1:00 P.M. **TIME** **, on the above Date.**

FULTON TOWNSHIP
MUNICIPALITY (NAME & TYPE)

AMANDA WOLFE
SECRETARY
777 NOTTINGHAM RD
ADDRESS
PEACH BOTTOM, PA 17563
ADDRESS

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

B. NAME OF CONTRACTOR (To be completed by the bidder.)

Proposal of _____
(NAME OF CONTRACTOR)

_____
(ADDRESS)

C. SPECIFICATIONS. (To be completed by the MUNICIPALITY before proposals are distributed.)

The contractor hereby proposes and agrees.

1. To provide on a rental basis equipment described in the attached Schedule of Equipment on an as needed basis, where directed, within the geographic area described in the Schedule of Equipment for a period beginning Award Date , and ending on 1 Year from Award .

2. To maintain this equipment in good mechanical and operating condition and to make all repairs and / or replacements at the CONTRACTORS expense.

3. The equipment described in the Schedule of Equipment shall be provided to the MUNICIPALITY upon three (3) days oral notice for all its operations, except snow removal operations, for which purpose the equipment will be provided with two (2) hours notice of oral notification.

4. To furnish all fuel, anti-freeze, operator(s) and necessary operating attachments.

5. The CONTRACTOR shall permit the MUNICIPALITY to review all records relating to labor and equipment utilized under the terms of this agreement.

6. The CONTRACTOR shall provide adequate insurance coverage in the form of Property Damage and Bodily Injury Insurance. If required by the MUNICIPALITY, evidence of such coverage, in the form of a certificate of a qualified insurance company, must be provided when the CONTRACTOR is notified by MUNICIPALITY that his bid has been accepted.

7. The CONTRACTOR is responsible for all costs incurred in the delivery and return of the equipment.

8. When accepted by the MUNICIPALITY, this proposal will constitute a contract binding on the CONTRACTOR, their executors, administrators, successors or assignees.

9. Accompanying this proposal is a certified check or bid bond payable to the MUNICIPALITY in the amount of _____, as a proposal guarantee which, it is understood, will be forfeited in the event the CONTRACTOR is awarded the contract and fails to provide the necessary performance bond, as required in Paragraph 10.

10. The successful bidder shall, within 15 days of the award of the contract, submit a guarantee of performance of the terms of the contract in the form of a bond or certified check payable to the MUNICIPALITY in the amount of one hundred % . A Performance Bond shall be on the attached form (MS-970) or its equivalent. If a certified check is submitted, it will be forfeited to the MUNICIPALITY to cover any added costs to the MUNICIPALITY in the event it determines by written notice to the CONTRACTOR that any equipment was not available when needed or that its performance was unsatisfactory.

D. **CERTIFICATION. (To be completed by the bidder.)**

1. The only person(s) having an interest in this proposal, including owners of equipment leased by the CONTRACTOR is (are).

_____ _____
(NAME) (ADDRESS)

_____ _____
(NAME) (ADDRESS)

_____ _____
(NAME) (ADDRESS)

2. None of the above persons are employees of the MUNICIPALITY.
3. The CONTRACTOR has provided Workmen's Compensation Insurance for the operators of this equipment to be provided under the terms of this contract. (Where required by Law.)
4. The CONTRACTOR will comply with all the requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
5. All equipment bid on is of a size and/or capacity at least as great as indicated in Col. C of the Schedule of Equipment.

WITNESSED OR ATTESTED BY:

_____ OWNER

_____ **BY:** _____
TITLE: TITLE:

(SEAL) **(SEAL)**

E. ACCEPTANCE. (To be completed by appropriate Municipal Officers only in the event the above proposal is accepted.)

ACCEPTED ON _____
(DATE)

ATTESTED BY:

_____

_____ **BY:** _____
TITLE: SECRETARY TITLE: CHAIR

(SEAL)

_____
TITLE: VICE CHAIR

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SCHEDULE OF EQUIPMENT

A. TO BE FILLED IN BY THE MUNICIPALITY BEFORE PROPOSALS ARE DISTRIBUTED.			B. TO BE FILLED IN BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND / OR CAPACITY	D. ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. ESTIMATED TOTAL
1.	Track Skid Loader	40				
2.	Trackhoe	40				
3.	Tri-Axle Dump Truck	40				
4.	Trackhoe w/Jackhammer	20				
5.						
6.						
7.						
8.						
9.						
10.	The Township reserves the right to refuse s=any or all proposals					
11.						
12.						
13.						
14.						
15.						

I certify that the equipment described above will be made available to the MUNICIPALITY and meet all terms described in the agreement to which this schedule is attached.

(SIGN) CONTRACTOR

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PERFORMANCE BOND

(With Corporate Surety) **Attachment # 2**

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

($) dollars lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval to the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forebearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on _____.
(DATE OF BOND)

PLACE SEAL HERE

Attest / Witness

_____
CONTRACTOR

_____
TITLE

BY: _____
TITLE:

PLACE SEAL HERE

Attest / Witness

_____
SURETY COMPANY

_____
TITLE

BY: _____
TITLE:

INSTRUCTIONS TO BIDDERS

1. **Proposal. (Pages 1 & 2).**

   (a) Complete all items in Sections B and D.

   (b) Two (2) copies of Part D must be executed by the bidder.

2. **Schedule of Equipment. (Page 3).**

   (a) Complete items B and E through H.

   (b) Bidders may bid on one or more items of equipment described on the Schedule of Equipment. Low bids will be determined on each item, unless otherwise specified on the Schedule of Equipment.

   (c) An hourly rate must be listed in Column G for each item of equipment the bidder wishes to bid on.

   (d) Sizes and capacities listed are minimums. Larger equipment may be provided.

   (e) Two (2) copies of the Schedule of Equipment must be signed by the bidder.

NOTE: ONLY TYPEWRITTEN OR LEGIBLY PRINTED BIDS WILL BE ACCEPTED.

INSTRUCTIONS TO MUNICIPALITY

1. **Proposal. (Pages 1 & 2).**

   (a) Sections A and C must be completed by the MUNICIPALITY before proposals are distributed; (Section E is completed by the MUNICIPALITY only on the successful bidder's proposal at time of award.)

   (b) In Section A, there should be at least a 15 minute interval between the deadline for receiving proposals and the time for opening them.

   (c) In section C, Items 9 and 10, the amounts of the bonds must comply with Chapter 449, Section 449.7(c) of PennDOT Regulation (formerly Chapter 8).

2. **Schedule of Equipment. (Page 3).**

   (a) Items A, C and D must be completed by the MUNICIPALITY before the proposals are distributed.

   (b) If two or more items of equipment are to be awarded as a single unit, this fact must be clearly indicated on the Schedule of Equipment.