

**NORTH FRANKLIN TOWNSHIP
INSTRUCTIONS TO BIDDERS**

ON-CALL CONSTRUCTION EQUIPMENT RENTAL

1. INTRODUCTION

North Franklin Township is soliciting proposals for the above-named service. If there are any conflicts between the instructions in these Standard Instructions and any other proposal document(s), these Standard Instructions shall prevail.

2. KEY EVENT DATES

Advertisement of Request for Proposals	April 21 & 25, 2022
Public Proposal Deadline	12:00 p.m., May 6, 2022
Public Proposal Opening	12:00 p.m., May 6, 2022
Proposal Awarded On or Before	June 30, 2022
Commencement of Work	On-Call

3. OBTAINING PROPOSAL DOCUMENTS

Specifications and proposal documents may be obtained from the North Franklin Township office, 620 Franklin Farms Road, Washington, PA 15301, at telephone number (724) 228-3330 or the Township's website, <http://northfranklin.org/north-franklin-township-projects/>.

4. PROPOSAL SUBMISSION INSTRUCTIONS

- A. One (1) original and two (2) copies of all proposals must be submitted in a sealed envelope clearly marked "On-Call Construction Equipment Rental". If forwarded by mail or courier, the sealed envelope must be addressed to Erin Dinch, North Franklin Township, 620 Franklin Farms Road, Washington, PA 15301. Proposals must be at the Township Office by 12:00 p.m. (noon) on May 6, 2022, noticed in Section 2 titled KEY EVENT DATES. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first proposal is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Proposal Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the proposal.
- D. Proposals are considered valid for ninety (90) days after proposals(s) are opened. Bidders may not withdraw, cancel or modify their proposal for a period of ninety (90) days after proposal(s) are opened.
- E. Proposals must be signed by an authorized person representing the legal entity of the firm submitting the proposal.

STANDARD INSTRUCTIONS TO BIDDERS (continued)

F. The inability to meet any specified requirement(s) must be stated in writing and attached to the proposal form or written on the proposal form.

5. PRESUMPTION OF PROPOSER BEING FULLY INFORMED

At the time the first proposal is opened, each Proposer is presumed to have read and be thoroughly familiar with all proposal and contract documents for this service. Failure or omission of the Proposer to receive or examine any information shall in no way relieve any Proposer from obligations with respect to their proposal.

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to North Franklin Township. Any substantive changes or interpretations will be issued by the Township in writing as an addendum and posted on the website at <http://northfranklin.org/north-franklin-township-projects/>.

7. TAX EXEMPTIONS

North Franklin Township is exempt from Federal Excise taxes and Pennsylvania Sales and Use taxes. Firms shall avail themselves of these exemptions.

8. INSURANCE

The firm(s) awarded this proposal must provide a current Certificate of Insurance to the Township Secretary PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate. A per project aggregate is required on General Liability for all construction projects. Include Contractual Liability.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- C. Professional Liability Insurance, \$1,000,000 per claim/\$1,000,000 annual aggregate, when professional services are being provided.
- D. Owner's, Contractors Protective Liability (OCP) \$1,000,000 per occurrence, when required by North Franklin Township.
- E. Worker's Compensation, as required by Commonwealth of Pennsylvania statute.
- F. Umbrella or Excess Liability policy with a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate.
- G. "North Franklin Township" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.

STANDARD INSTRUCTIONS TO BIDDERS (continued)

- H. All insurance is to be provided by carriers authorized to issue such insurance in the Commonwealth of Pennsylvania. Exceptions are subject to the sole discretion of North Franklin Township.
- I. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Township Secretary, North Franklin Township, 620 Franklin Farms Rd., Washington, PA 15301.

9. PROPOSAL BOND

Firms submitting proposals are required to furnish a proposal surety at the time the first proposal is opened in the amount of two thousand (\$2,000) dollars. The proposal surety should be in one of the following three (3) forms: (a) a bank certified check, (b) a bank check, or (c) a surety company bond. The surety company must be authorized to write such surety bonds in the Commonwealth of Pennsylvania. Checks or bonds must be drawn to the order of "North Franklin Township".

10. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this proposal according to its provisions, the firm(s) awarded this proposal must provide to North Franklin Township, at the firm's expense, a performance and payment bond in the amount of two thousand (\$2,000) dollars. The bonds must be issued by a company authorized to write such surety bonds in the Commonwealth of Pennsylvania. The bonds shall be drawn to the order of "North Franklin Township" and delivered to the Township **prior** to commencement of work. On projects less than fifty thousand (\$50,000) dollars the firm(s) may substitute the performance bond (but not the payment bond), with a bank certified check or a bank cashier's check in the amount of two thousand (\$2,000) dollars.

11. PERMITS

Each Contractor is solely responsible for obtaining all required permits, obtaining all necessary inspections and approvals, and satisfying any and all fees as may be required for the registration of vehicles provided hereunder.

12. FAIR EMPLOYMENT PRACTICES

The Proposer agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.

13. AWARDING THE PROPOSAL

North Franklin Township reserves the right to accept or reject, any, all, or any part of proposals, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Township.

STANDARD INSTRUCTIONS TO BIDDERS (continued)

The "Proposal Awarded" date in Section 2. titled KEY EVENT DATES is the date the proposal is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal. It is anticipated that the proposal will be awarded to more than one vendor.

14. MODIFICATIONS AND ADDENDA

The Township may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP/RFQ if the Township determines it is in the Township's best interest. Any such action shall be affected by a posting on the Township's website, www.northfranklin.org. Each respondent is responsible for checking the Township's website to determine if the Township has issued any addenda and, if so, to complete its proposal in accordance with the RFQ/RFP as modified by the addenda.

15. TERM OF CONTRACT

The initial term of the contract will be from the date of award through June 30, 2023. The Township shall have the option to renew the contract for two (2) additional one (1) year terms upon thirty (30) days' notice to the Vendor.

16. STANDARD FORM OF CONTRACTUAL AGREEMENT

North Franklin Township intends to enter into a contract with the successful Vendor(s). The contract will include and incorporate the provisions of this Request for Proposals, including the Standard Instructions to Bidders and the General Requirements/Specifications and the Proposal Form submitted by the successful Vendor(s). In the event of any conflict between the Request for Proposals and the successful Vendor(s)' Proposal Form, the Request for Proposals shall prevail.

17. PROJECT DESCRIPTION

The intent of this proposal is to secure firm, fixed pricing for the rental of various pieces of construction equipment. The equipment shall be operated and maintained by the Contractor's employees at the Contractor's expense. The equipment shall be utilized as needed by the Township for various operations such as road and/or storm sewer construction projects, road maintenance/repair projects, storm sewer maintenance/repair projects, winter snow removal, loading and hauling of snow and construction projects as needed.

The Contractor(s) awarded the RFP shall submit evidence for each driver to be employed to operate trucks to be contracted to North Franklin Township, of enrollment in a valid Drug & Alcohol Testing Program and a copy of each driver's valid Commercial Driver's License at the time of Performance Bond and Payment Bond submission. Submittal of this documentation is mandatory. Failure to do so will preclude utilization of the driver(s) and/or truck(s).

STANDARD INSTRUCTIONS TO BIDDERS (continued)

The Township reserves the right to terminate for convenience any contract awarded pursuant to this Request for Proposals. Written notice of such termination will be sent to the vendor 30 (thirty) days prior to the termination date.

END OF STANDARD INSTRUCTIONS TO BIDDERS

**NORTH FRANKLIN TOWNSHIP, PENNSYLVANIA
GENERAL REQUIREMENTS/SPECIFICATIONS**

ON-CALL CONSTRUCTION EQUIPMENT RENTAL

GENERAL INFORMATION

North Franklin Township is seeking to rent certain pieces of construction equipment with qualified operators in order to augment its own construction equipment and work force on various projects, on an as needed basis. Any Contractor submitting a proposal price for the rental of any equipment, guarantees by virtue of submitting a proposal, that the hourly rental charges indicated will remain fixed for the entire term of the contract as set forth in Section 15 of the Standard Instructions to Bidders, herein.

The Contractor whose equipment is selected for any of the work will be under the general guidance and direct supervision of the North Franklin Township Board of Supervisors or its designee. All operators shall be competent and skilled in the operation of their equipment as well as extremely knowledgeable in the safety aspects of heavy construction.

It is emphasized that North Franklin Township, by virtue of this Request for Proposals, makes no expressed or implied warranty that any equipment will be rented from any Contractor during the one-year period. Any Contractor submitting a signed proposal hereby acknowledges complete understanding of this provision and further acknowledges a waiver of any and all possible claims against the Township or any of its agents should the Township elect not to rent any equipment.

The Township shall solely determine what rental equipment, if any, is required to augment and/or assist its in-house forces/equipment on any projects undertaken by the Township. No equipment will be rented unless similar Township owned equipment is not available, or in the judgment of the Board of Supervisors, is not capable of performing the required work in a safe or efficient manner.

EQUIPMENT REQUIREMENTS

All rented equipment shall be in good mechanical condition and the Contractor shall be totally responsible for any repairs/maintenance to the equipment. Any Contractor whose equipment may be rented hereby relieves the Township of all liability for any damage that may occur to the equipment during its use for the Township. In addition, any charges for its rental shall include all fuel/lubrication/transportation charges (unless noted otherwise on the Proposal Form) and any other associated costs, including the operator's salary. Should an oiler, mechanic, or other such individual be required for the proper operation of the equipment (aside from the operator), the charges for these services will be included in the hourly equipment rental rates.

OTHER REQUIREMENTS

Any operator, in the sole judgment of North Franklin Township, found not to be competent, or operating in an unsafe manner, will be removed immediately from the

GENERAL REQUIREMENTS/SPECIFICATIONS (continued)

job site. It will be the Contractor's responsibility to replace said operator with one competent to do the work. In the event that an operator is removed, for whatever reason, no payment will be made for any idle time of the machine nor will there be any payment made for additional use of the machine to make up for the lost construction time.

The operators of any rental equipment shall perform their required tasks in a workman-like and efficient manner, according to the work rate and schedule established by the North Franklin Township Board of Supervisors or its designee. Failure on the part of the operator to meet these requirements, solely in the judgment of the Township, shall result in his immediate removal from the work site, with the Contractor being responsible for replacing said operator with one that can perform the work in the required manner, and no payment will be made for any idle time.

Any operator ordered removed from the job site, for whatever reason, will not be considered as a qualified operator for any possible subsequent work under this proposal. Should any Contractor have operators removed from the job site on any two (2) occasions, said Contractor shall be deemed not qualified under the provisions of this proposal and dropped from the list for any future consideration during the proposal period.

Any rental equipment determined defective and causing excessive delays in the Township's operations or breaking down on two (2) or more occasions will not be considered acceptable and shall be removed from the project site and replaced by the Contractor. In addition, any Contractor not making immediate repairs to malfunctioning equipment will not receive any payment for the idle time of that piece of equipment or any other equipment rented from the Contractor for the project, if it is also idle due to the breakdown. In the event that such conditions arise, the Township, at its option and in its sole judgment, may require that the Contractor remove its equipment from the project. The Township reserves the right thereafter to select another Contractor hereunder to provide the equipment to complete the balance of the applicable project.

Any firm whose proposal is selected, shall provide evidence of proper insurance coverage on said equipment at the time of Performance Bond and Payment Bond submission and shall be responsible for settling any and all damage claims that may arise from the operation of their equipment during any period of construction for the Township.

Contractors submitting signed proposals shall defend, indemnify and hold harmless North Franklin Township against any and all claims for personal, bodily, or property damage that may result from the operation of the rental equipment, by a Contractor's operator, regardless of the circumstances of the incident, while providing services to the Township.

No estimate of the number of hours that the equipment may be needed is provided, nor is there any guarantee that the rented equipment will be utilized on a continuous basis during the construction of any specific project. However, the Township shall make every effort to schedule the work in such a manner as to utilize the piece(s) of equipment in as continuous a manner as possible. All Bidders, by virtue of submitting a signed proposal,

GENERAL REQUIREMENTS/SPECIFICATIONS (continued)

agree that no claim will be made for any additional payment beyond the actual number of hours worked. No payment will be made for those periods of inclement weather when construction or other activity is ceased, unless the equipment is utilized.

One billing for total payment is to be submitted upon completion of the work/rental period of a specific project. If a piece of equipment is utilized on more than one project during a specific continuous rental period, the billing should be apportioned based upon the actual hours worked on each project.

SELECTION OF CONTRACTOR(S)

If North Franklin Township elects to accept any of the proposals submitted in accordance with this Request for Proposals and determines that during the specified time frame there is a need to augment its work force with certain rental equipment (from the list of equipment in proposal), the Contractor whose equipment will be rented will be determined on a per project basis as follows:

1. If one piece of equipment is required, the lowest, qualified, hourly-rate proposal for that piece of equipment will be accepted. Should the Contractor be unable to provide the equipment when required by the Township, the next lowest, qualified proposal will be accepted.
2. If more than one piece of equipment is required, the lowest qualified total hourly rate proposal for all those pieces of equipment will be accepted. (i.e. the sum of those equipment hourly rates quoted by any qualified Contractor that is the lowest). If the equipment is not available, then the next lowest, qualified, total proposal will be accepted. The Township will not rent various pieces of equipment from several different Contractors for any one specific project unless there is no other alternative available to the Township, as solely determined by the Township.
3. In the event that the lowest, qualified proposal, or the second lowest, cannot provide the requested equipment at the time desired by the Township, the Township shall have the option to proceed to subsequent proposals in the order as defined above, or reschedule the work for some other time if it is determined to be in the best interest of the Township, solely at its discretion.

NOTICE TO CONTRACTORS

If the Township elects to rent any of the specified equipment, the Contractor whose hourly rental price is determined to be the lowest (as noted above) shall be notified of the Township's intent as far in advance as possible, but in no case will it be less than five (5) calendar days prior to the date when the equipment is needed. If an emergency situation arises, this provision will be waived.

Any Contractor who cannot provide the desired rental equipment at the time required by the Township on three (3) separate occasions will be subject to the termination for convenience provisions herein and will not be considered for any future work during the remainder of the proposal period. Emergency situations will not apply.

GENERAL REQUIREMENTS/SPECIFICATIONS (continued)

TYPE OF EQUIPMENT

It is anticipated that the following rental equipment may be required during the specific proposal period:

1. Backhoe, sufficient power to lift and operate a standard bucket having a minimum capacity of 1¼ cubic yards, sufficiently sized to safely and properly operate at digging depths of up to 14 feet, and as determined acceptable by the Township.
2. Dump Truck, Tri-Axle, capable of legally carrying 15 cubic yards of material over the road.
3. Dump Truck, Single-Axle, capable of legally carrying 5 cubic yards of material over the road.
4. Mini Excavator with a maximum reach of at least 12 feet.
5. Standard Excavator with a maximum digging depth of at least 15 feet.
6. High capacity, self-contained dewatering pumps(s) with the ability to pass solids up to ¼-inch. Must have the ability to operate in remote locations, continuously, unmonitored if necessary, must be self-priming and must have the ability to run dry.
7. Bobcat Skid-Steer Loader, with a minimum rated operating capacity (SAE) of 2,500 lbs.
8. Self-Propelled, Walk-Behind Concrete Saw 18".
9. Skid Loader with Brush Hog attachment.

All the above equipment is to be provided with a qualified and competent operator as defined elsewhere in the specifications.

In the event that the Township determines that it is in its best interest to rent certain pieces of equipment without an operator, it reserves unto itself the right to negotiate a rental price from the Contractors submitting prices in response to this proposal, or any other source/Vendor deemed qualified or responsible by the Township. Preference will, however, be given to the qualified Contractor with the lowest hourly rate, responding to this Request for Proposal, if the hourly rental rates, without operator, are equal.

END OF GENERAL REQUIREMENTS/SPECIFICATIONS

ALL BIDS MUST BE SUBMITTED

BY 12:00 NOON, FRIDAY, MAY 6, 2022

SEALED BID ENVELOPE MUST BE MARKED:

ON-CALL CONSTRUCTION EQUIPMENT RENTAL

The following forms must be signed and returned with Bid Proposal. If the following forms are not completed, signed and returned with Bid Proposal, your bid proposal may not be considered.

1. Proposal Form
2. Non-Collusion Affidavit

PROPOSAL FORM
NORTH FRANKLIN TOWNSHIP, PENNSYLVANIA
ON-CALL CONSTRUCTION EQUIPMENT RENTAL

The undersigned hereby agrees to provide North Franklin Township with the specified construction equipment and necessary manpower at the rates herein quoted.

EQUIPMENT PER SPECS/REQUIREMENTS	TYPE EQUIPMENT/MODEL	DAILY (8 HOURS)	WEEKLY (5 DAYS)	MONTHLY (4 WEEKS)	MOBILIZATION/ DEMOBILIZATION
1. Backhoe	_____	\$ _____	\$ _____	\$ _____	\$ _____
2. Dump Truck, Tri-Axle	_____	\$ _____	\$ _____	\$ _____	\$ _____
3. Dump Truck, Single-Axle	_____	\$ _____	\$ _____	\$ _____	\$ _____
4. Mini Excavator	_____	\$ _____	\$ _____	\$ _____	\$ _____
5. Standard Excavator	_____	\$ _____	\$ _____	\$ _____	\$ _____
6. Dewatering Pump	_____	\$ _____	\$ _____	\$ _____	\$ _____
7. Bobcat	_____	\$ _____	\$ _____	\$ _____	\$ _____
8. Concrete Saw 18", Self-Propelled, Walk-Behind	_____	\$ _____	\$ _____	\$ _____	\$ _____
9. Skid Loader with Brush Hog Attachment	_____	\$ _____	\$ _____	\$ _____	\$ _____

All equipment shall be fueled and maintained for operations by the Contractor.

Name/Company: _____

Date: _____

Signature: _____

Title: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

SS:

County of _____

_____ being first duly sworn according to law,
deposes and says as follows:

- (1) He is _____ of _____ the bidder that has submitted the attached bid:
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:
- (3) Such bid is genuine and is not a collusive or sham bid:
- (4) Neither the said bidder nor any its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Township, or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder of any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Company) Name: _____

By: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 2022.

_____ My commission expires: _____
Notary Public