



**CITY OF YORK  
DEPARTMENT OF PUBLIC WORKS  
101 South George Street, PO Box 509, York PA 17405  
(717) 849-2245 - FAX (717) 845-7457**

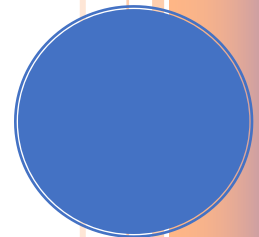
Mayor C. Kim Bracey  
Chaz A. Green, Acting Director

**BID OPENING**

**FOR**

**EQUIPMENT RENTAL**

**FRIDAY, DECEMBER 29, 2017  
1:00 PM**





# The City of York Pennsylvania

101 South George Street ❖ PO Box 509 ❖ York PA 17405

[www.yorkcity.org](http://www.yorkcity.org)

*Honorable C. Kim Bracey, Mayor*

*Chaz A. Green  
Acting Director  
Department of Public Works*

## **INVITATION TO BID**

Sealed proposals for **Equipment Rental** will be accepted by the York City Dept. of Public Works at City Hall, 101 South George Street, York, PA, 17401, no later than **1:00 pm on Friday, December 29, 2017** at which time all bids received will be opened and read aloud.

All bids must be on York City forms, which may be secured from the Dept. of Public Works at 101 South George Street, York, PA, 17401 or by phoning (717) 849-2245.

*Chaz A. Green*

---

Chaz A. Green, Acting Director  
Dept. of Public Works

**Published locally in the legal section on:**

**Thursday, December 14, 2017**

**AND**

**Friday, December 15, 2017**

**PROPOSAL FOR  
EQUIPMENT RENTAL**

City of York  
Department of Public Works  
101 South George Street  
PO Box 509  
York, PA 17405

The undersigned hereby agrees to provide the following equipment on a rental basis to the City of York **for a period of two (2) years** in strict and entire conformance with the terms of the Proposal, Instructions to Bidders and Specifications attached hereto and made a part hereof.

Bidders may bid on one or more of the items of equipment described in Section A (Schedule of Equipment). The City reserves the right to award more than one contract for Equipment Rental to fulfill needs in times of emergencies such as severe snow storms.

Bidder must indicate the number of units available and complete items E through H, with an hourly rate listed in Column G for each item of equipment upon which the bidder wishes to bid.

Sizes and capacities, when specified, are minimums. Larger equipment may be provided.

Prices quoted shall not include sales tax. The City of York is exempt from the payment of Pennsylvania State Tax.

All prices shall be held firm sixty (60) days after bid opening date.

Read Proposal, Instructions to Bidders and Specifications carefully. ***Please pay special attention to items six (6) and seven (7) in the Instructions to Bidders.***

Bidder must write or print prices in ink in words and in figures. In the event of a difference between the written and numerical totals, the written or printed total shall govern

No conditional bids shall be accepted.

**Do not** detach any sheets from this Proposal.

Bidders shall be bound by all terms of the Proposal, Instructions to Bidders and Specifications.

The City reserves the right to accept or reject any, all, or parts (units) of bids as may be deemed to be in the best interests of the City. Proposals which are deemed by the City to be incomplete, conditional, or obscure; or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected as informal.

Bidder shall sign name and address in ink. If a partnership, state names of same and sign by one of the partners. If a corporation, state name of corporation and sign by authorized officer, designating title and impress corporate seal.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-MAIL ADDRESS

## INSTRUCTIONS TO BIDDERS

**NOTE:** Read Proposal, Instructions to Bidders and Specifications carefully. Bidder shall be bound by all the terms of the Proposal, Instructions to Bidders and Specifications and are expected to be aware of what is contained therein.

1. Bids must be submitted on the blank Bid Form furnished by the City, properly filled out in ink or by typewriter, and duly executed. The Bidder shall state in the Bid Form the price per unit of measure for each scheduled item, as determined by multiplying each quantity by the price bid per unit of measure therefore, and the Total Price in both words and figures.
2. All proposals must be sealed, endorsed,

### **“PROPOSAL FOR EQUIPMENT RENTAL”**

---

and filed with the Department of Public Works at 101 South George Street, York, PA 17401, on or before:

**FRIDAY, DECEMBER 29, 2017 – 1:00 PM**

---

No bid will be considered if it arrives after the time set for bid opening, and the City will not be responsible for any delays caused by mailing. Bids received after the time set for public opening of bids will be returned unopened.

3. Bids may be withdrawn or modified (by an appropriate document duly executed in the manner that a bid must be executed) at any time prior to the scheduled opening of bids upon presentation of a written request for such modification or withdrawal to the Director of Public Works. No withdrawal of bids will be allowed after the time designated for the receipt of bids even though bids may not as yet have been opened.
4. Bidder must write or print prices in ink in words and in figures. In the event of a difference between the written and numerical totals, the written or printed total shall govern.
5. If the total price on any Bid is found to be incorrectly computed, the City reserves the right to make such changes as are necessary in the extended amounts and total price, based on the unit bid prices given in words and the approximate quantities stated in the bid schedule.
6. **Do not** detach any sheets from this Bid Document.
7. Bidders shall not insert in the Proposal, Instructions to Bidders or Specifications, nor enclose with the same when delivered to the City, any written statement that will have the effect of making any material changes in the same or in any contract between the parties covering the subject matter thereof.
8. Immediately upon award being made, the successful bidder shall enter into written contract with the City in form satisfactory to the City.

9. The amount of the contract shall in all cases, whether of straight sale price, conditional sale, bailment lease or otherwise, be the entire amount which the City pays to the successful bidder or his assigns, in order to obtain the service or property or both, and shall not be construed to mean only the amount which is paid to acquire title or to receive any other particular benefit or benefits of the whole bargain.
10. All bids shall be accompanied by a certified check, bid bond, cashier's check, or money order drawn upon a bank authorized to do business in the Commonwealth in an amount at least ten percentum (10%) of the amount bid. In the event any bidder shall upon the award of the contract to him, fail to comply with the requirements hereinafter stated as to a bond guaranteeing the performance of the contract, the good faith deposit by certified check, bond, cashier's check, or money order shall be forfeited to the City as liquidated damages.
11. The check, bid bond, cashier's check, or money order of all unsuccessful bidders shall be returned upon execution of the contract.
12. The performance of the contract shall be subject to the approval of the Director of Public Works.
13. Bidder must complete all blanks and supply all required submittals for bid to be considered. Bids which are deemed by the City to be incomplete, conditional, or obscure or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected.
14. The City reserves the right to waive any informalities in the bids received, to award the Contract only to a Bidder whose bid is deemed by the City to be most advantageous to the public interest, and to reject any or all bids.
15. The City will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids, and readvertise if the best interests of the City will thereby be promoted. The City also reserves the right to waive any technical defects, if in its judgement the interest of the City shall so require. The City also reserves the right to award multiple contracts. If multiple contracts were awarded, the lowest bidder would be called first for equipment until their supply is exhausted. Second highest bidder would then be called for equipment and so on until all needs are met.
16. All bid prices shall be held firm for the term of the awarded contract. The City reserves the right to extend the contract for an additional period of time as listed in the proposal Specifications under the same terms and conditions as deemed in the best interest of the City.
17. All contractors will be required to furnish certificate of insurance covering liability coverage and Workmen's Compensation insurance within ten (10) days after the contract has been awarded.

18. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request shall be made in writing to the Director of Public Works, City of York, 101 South George Street, PO Box 509, York PA 17405. Any inquiry received seven (7) or more days prior to the date fixed for opening of the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents. All Addenda will be mailed to each person holding Contract Documents. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

## **SPECIFICATIONS FOR EQUIPMENT RENTAL**

The purpose of these specifications is to describe various pieces of equipment specified in the proposal, which the City of York proposes to rent on an annual basis for use in performing municipal projects. The contractor shall be required to provide the equipment on an "as needed" basis, where directed, for a period of two (2) years from the date of the contract documents. The estimated hours of use are given for the purpose of bid comparison only, and may be increased or decreased as the needs of City operations dictate.

The City reserves the right to award more than one contract, and in the event of awarding more than one contract, the lowest bidder will be first on the call list until all of their available equipment is in use, after which the second lowest bidder will be called and so on until sufficient equipment has been obtained.

\*The City reserves the right to extend the contract, with the consent of the successful contractor(s), for an additional period not to exceed one (1) year on the same terms and conditions as deemed in the best interest of the City.

The contractor hereby proposes and agrees to:

1. Maintain this equipment in good mechanical and operating condition and to make all repairs and/or replacements at the Contractor's expense.
2. Provide needed equipment to the City of York upon fourteen (14) days oral notice for all its operations, except snow removal operations, for which purpose the equipment will be provided within twelve (12) hours of oral notification;
3. Furnish all fuel, anti-freeze, operator(s) and necessary operating attachments;
4. Permit the City of York to review all records relating to labor and equipment utilized under the terms of this agreement;
5. Provide adequate insurance coverage in the form of Property Damage and Bodily Injury Insurance. If required by the City of York, evidence of such coverage, in the form of a certificate of a qualified insurance company, must be provided when the City notifies the Contractor that the bid has been accepted.
6. Assume responsibility for all costs incurred in the delivery and return of the equipment.
7. When accepted by the city, this proposal will constitute a contract binding on the Contractor, their executors, administrators, successors and assignees.
8. All equipment bid on is of a size and/or capacity at least as great as indicated in the Proposal. In the case where the equipment description is not specific, the Contractor shall provide information on the size/type quoted.



<b>INSURANCE REQUIREMENTS FOR ALL SUPPLIES, CONTRACTORS AND SUBCONTRACTORS</b>
--

CERTIFICATES OF INSURANCE SHALL BE FURNISHED FOR ALL COVERAGE LISTED BELOW IN THE FOLLOWING MINIMUM AMOUNTS:

<u>Type of Insurance</u>	<u>Required Limits</u>
<u>Commercial General Liability (Per Occurrence Basis)</u>	
General Aggregate	\$1,000,000
Products & Completed Operations Aggregate	1,000,000
Person & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Explosion, Collapse and Underground (XCU)	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000
<u>Automobile Liability (Owned, Hired, &amp; Non-Owned Autos)</u>	
Combined Single Limit	1,000,000
<u>Worker's Compensation and Employer's Liability (Statutory)</u>	
Each Accident	100,000
Disease - Aggregate Police Limit	500,000
Disease - Each Employee	100,000

Deductible Limits

Deductible limits shall not exceed 5% of aggregate or combined single limits stated above.

Notice of Cancellation

All policies shall contain a provision that coverage affected will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to the certificate holder.

Certificate Holder

CITY OF YORK  
101 South George Street  
P.O. Box 509  
York PA 17405



The City of York  
 Pennsylvania  
 101 South George Street \* PO Box 509 \*York, PA 17405  
 www.yorkcity.org

Mayor C. Kim Bracey

Department of Public Works  
 Phone 717-849-2245  
 Fax 717-845-7457

**Agreement/Contract**

**THIS INDENTURE**, Made the \_\_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN**

hereinafter called "Contractor" \_\_\_\_\_, the party of the first part,

**AND** CITY OF YORK, A MUNICIPAL CORPORATION OF PENNSYLVANIA

hereinafter called "City" \_\_\_\_\_, the party of the second part,

**WITNESSETH:** That the "Contractor," in consideration of the covenants on the part of the "City," hereinafter contained, hereby covenant with the "City" that the "Contractor" shall provide **equipment on a per hour rental basis** to the "City," in strict and entire conformance with the Specifications, Instructions to Bidders and Proposal; all of which by this reference are hereby made a part of this Agreement as fully and with the same force and effect as though set forth in full.

**AND** the "City," in consideration of said covenants on the part of the "Contractor" hereinbefore contained, agree to and with the "Contractor" that the "City" will pay said "Contractor" a total of \$\_\_\_\_\_ for **the equipment rental** based on the bid price as set forth by the "Contractor" in the submitted Bid Proposal (see attachment A). This contract shall be in place for a period of for a period of two (2) years with the CITY having the right to extend the contract, with the consent of the CONTRACTOR for an additional period not to exceed one (1) year on the same terms and conditions as deemed in the best interest of the CITY

**IN WITNESS WHEREOF**, the said "Contractor" and the "City" have hereunto set their hands and seals the day and year first above written.

**CONTRACTOR**

**ATTEST:** \_\_\_\_\_  
 SECRETARY

**BY:** \_\_\_\_\_  
 PRESIDENT

**CITY OF YORK**

**BY:** \_\_\_\_\_  
 MAYOR

**ATTEST:** \_\_\_\_\_  
 CITY CLERK

**BY:** \_\_\_\_\_  
 CONTROLLER

## **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the City of York through contracts with outside contractors.

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the City of York from all losses, damages, expenses claims, demands, suits and actions brought by any party against the City of York as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

# **CITY OF YORK, PENNSYLVANIA**

## **NON-DISCRIMINATION CLAUSE**

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.

2. Contractor shall, in advertisement or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every source of recruitment regularly used by Contractor.
4. It shall be no defense to finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practice to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations of the Pennsylvania Human Relations Commissions, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may after hearing and adjudication, be terminated or suspended, in whole or in part,

and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

**PROPOSAL**

**A. SCHEDULE OF EQUIPMENT**

**EQUIPMENT RENTAL**

B. BID ITEM	C. DESCRIPTION OF EQUIPMENT INCLUDING SIZE AND/OR CAPACITY	NO. OF UNITS AVAILABLE	D. ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR OF MANUFACTURE	G. HOURLY RATE BID
1	Tandem Axle Truck (min. 12 ton payload)		100			\$
2	Tri-Axle Truck (min. 22 ton payload)		100			
3	High Lift (min. 1-1/2 C.Y.Bucket)		100			
4	Single Axle Truck (30,000-35,000 GVW) w/10' snow plow and warning light		100			
5	Backhoe with Extended Reach (min. 20' reach)		10			
6	Milling Machine (min. 400 HP; variable cutting width [2' to 4'] up to 12" depth, front loading conveyor)		20			
7	Bob Cat		40			
8	Gradeall		40			
9	Maintainer		40			
10	Stump Grinder		40			
11	Hydraulic Excavator (330L CAT or Equal)		40			
12	Track Loader (963 CAT or Equal)		40			
13	Single Axle Truck (30,000-35,000 GVW) w/sealed tail gate		40			
14	Trencher (4' Ditch Witch or Equal)		20			

TOTAL COLUMN "G"----- \$-----

WRITTEN/PRINTED WORDS

FIGURES