

Driver and Vehicle Services (DVS): Rented Equipment, Two School Buses and Tractor Trailer

I.1 Overview:

The purpose of the Rented Equipment Invitation for Bid (IFB) is to award a responsible and responsive Contractor for the rental of a one tractor trailer, one trailer, and two school buses to the Commonwealth of Pennsylvania Department of Transportation Eastern PA Training Facility in Grantville, PA located at 5 Shale Road, Grantville, Pennsylvania 17028. This will be a "Daily" rental. This means the department will have possession of the machine for up to four days at a time.

This one tractor trailer, one trailer, and two school buses will be utilized for Third Party Tester Trainings. The estimated number of days usage for this one-year initial contract period is 60 days but may be used more or less.

This IFB will result in a Purchase Order ("PO"). The Qualified Contractor selected through the IFB process ("Selected Contractors") will receive a Purchase Order and will supply the equipment to meet the specific requirements of the Department as indicated in the IFB Below.

The quantities shown are strictly an estimate and this estimate is for internal department use only.

I.2 Term of the Contract:

The term of the Contract shall commence on the effective date of the fully executed PO and shall end one year after that date. The PO may be renewed for a maximum of four additional 1-year terms at the Department's discretion. Renewals may be exercised upon the same terms and conditions as the initial term, with up to five percent (5%) escalation. A Contractor shall not perform any work until a PO has been fully executed and an official Notice to Proceed has been given.

Any Purchase Order may be extended up to ninety (90) days upon the same terms and conditions by the Department to meet its operational needs by providing the Contractor with written notice prior to the expiration of the Purchase Order.

I.3 Scope:

This IFB will cover rental of one tractor trailer, one trailer, and two school buses. The awarded vendor upon call-out shall be responsible for delivering the unit to the Eastern PA Training Facility in Grantville, PA at the low bidder's expense. The awarded vendor will be responsible for mobilization to and from these works sites and should incorporate this expense into the daily bid rate. DVS Personnel shall communicate the training start dates and times to the vendor in advance. The awarded Vendor shall supply a list of contacts and telephone numbers for use to call out unit as needed. Contacts and numbers shall be answered 24 hours a day, 7 days a week. The equipment will need to arrive at the work start location full of fuel and in working order. The vendor may not charge for mobilization or demobilization. **The Department will refuel the equipment upon completion.**

The Awarded contractor will not be paid for time lost due to a breakdown that causes lost production

The Awarded vendor agrees to repair or replace unit within 24 hours of all breakdowns. All maintenance will be performed after normal work hours. PennDOT reserves the right to require the Vendor to replace equipment due to breakdowns. Any unit down for repairs that is not replaced will be pro-rated and deducted from daily bill for time unit(s) are unavailable. The Department further reserves the right to terminate the agreement due to frequent breakdowns. Frequent breakdowns are described as more than one breakdown per callout.

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Equipment Specifications:

All equipment must be roadworthy with current registrations and all applicable inspections.

- i. Tractor Trailer - Volvo VNM or equivalent
 1. Air-brake equipped
 2. Five model years old or newer
- ii. Trailer - Utility van trailer or equivalent
 1. 53 feet in length
 2. Eight model years or newer
- iii. Two (2) School Buses - International IC CE or equivalent
 1. 72 passengers.
 2. Five model years old or newer

I.4 Issuing Office:

This IFB is being issued by the Bureau of Office Services Purchasing and Procurement Unit. The Issuing Office is the sole point of contact in the Department for this IFB; all inquiries should be referred to:

Bureau of Office Services
Issuing Officer
Kristofer Coker
400 North Street, 5th Floor
Telephone: (717) 783-4824
kcoker@pa.gov and ra-pddvspurchasing@pa.gov

I.5 Contractor Duties:

The Contractor, subject to the terms and conditions set forth in the IFB and PurchaseOrder, shall furnish rental equipment to the Eastern PA Training Facility in Grantville, PA.

- The Contractor shall be paid for daily usage.
- The Contractor shall be responsible for all repair costs and mobilization/demobilization of the equipment.
- Equipment shall be delivered directly to the Training Facility.

The Department shall consider the Selected Contractor's Contact name listed on the Statewide IFB to be the sole point of contact with regard to contractual matters, including payment of any and all charges.

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I.6 Purchase Orders:

Upon award of the IFB, the Department will issue to the Selected Contractor a Purchase Order. Purchase Orders shall constitute the Contractor's Notice-to-Proceed. The Contractor shall not begin work and shall not be paid for work performed prior to the receipt of the fully executed Purchase Order. The Contractor shall not be paid for work performed after the expiration date of the Purchase Order. No Department employee has the authority to verbally direct the commencement of any work under this Contract prior to the effective dates of the Contract and the Purchase Order.

I.7 Inspections:

The Contractor shall furnish the type, condition, and quantity of equipment that is necessary for the proper and productive execution of the contracted work.

Equipment must pass all inspections. All equipment shall be subject to inspection upon delivery and return and at any time during the rental period. If the equipment is rejected in an inspection, the Contractor shall receive no reimbursement.

Failure by the Contractor to supply equipment that meets the specifications identified within the IFB may result in termination, the Contractor being determined non-responsive, and/or entry into the Commonwealth's Responsibility Program for Contractor performance.

I.8 Maintenance:

The Contractor, at the Contractor's expense shall maintain equipment in good mechanical and operating condition subject to inspections. The Contractor shall make all repairs and/or replacements of the equipment. Maintenance, repair and replacement of equipment.

All routine maintenance shall be completed after normal work hours. The Contractor shall furnish all oils, lubricants, anti-freeze, water, and operating attachments unless otherwise agreed to in writing by the DVS Program Manager. The Contractor shall always be responsible for delivering the equipment with a full fuel tank.

During maintenance, all cleaning of equipment shall be performed by the Contractor in an environmentally safe manner, away from waterways and drainage courses. The potential for soil and ground water pollution shall be minimized. If petroleum-based cleaners are used, the residue shall be collected and disposed of in accordance with current environmental regulations. If other organic cleaners are used, it may preclude the need for collection and disposal of residue.

I.9 Risk of Loss:

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the equipment and all component parts while the equipment or parts are in possession of the Department. However, if the equipment is provided without an operator and the Department could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the equipment, the Contractor shall not bear the risk of loss. No loss or damage to the equipment shall impair any Contractor or Department obligation under any Purchase Order issued as a result of this Contract. If a Contractor alleges that the Department could have prevented a loss, damage, or a theft by exercising reasonable care or diligence in the use, protection, or care of the equipment, it shall submit an invoice and supporting materials to the Contracting Officer for review to determine if the matter should be referred to the Department of General Services' Bureau of Risk & Insurance Management or be treated as a contract controversy pursuant to Section V.32 of the Terms and Conditions.

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I.10 Procurement of Alternate Equipment:

The Department reserves the right to procure rented equipment covered under this IFB through another source, if not in the same geographical location, where the Department concludes that it is in the Commonwealth's best interest to do so.

I.11 Contractor Performance:

During the Contract period, Contractors who provide poor or unsafe equipment, do not provide equipment on time, or engage in other unacceptable conduct (e.g. violation of the Contract Terms and Conditions), and may be entered into the Commonwealth's Contractor Responsibility Program (CRP). Furthermore, entry into the CRP may affect the contractor's ability to obtain future contracts with all Commonwealth agencies.

I.12 Order of Precedence:

If any conflicts or discrepancies should arise in the Terms and Conditions of this Contract, or the interpretation thereof, the order or precedence shall be:

The Contract, subject to its internal order of precedence as follows:

- (1) Part I, "Statement of Work," (2) Part IV, "Standard Terms and Conditions," (3) All other documents referenced the IFB, (4) Purchase Order and any attachments thereto, including:
 - (a) the IFB, and (b) the Contractor's quote as accepted by the Commonwealth.

I.13 Protests:

Any protest arising from the award or non-award of a Contract by the Department as a result of this IFB (or subsequently issued IFB) must be filed in writing with the Secretary of the Department of Transportation and follow the procedures set forth in Section 1711.1 of the Procurement Code, 62 Pa.C.S. § 1711.1.

I.14 News Releases:

Contractors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to Rented Equipment awards with the Department without written approval of the Contract Issuing Office, and then only in coordination with the Contract Issuing Office.

I.15 Incurring Costs:

The Department shall not be liable for any costs or expenses incurred in the preparation and submission of the proposals.

I.16 Department Employee:

The Contractor, whether an individual, a partner, manager, officer, stockholder, or employee of a firm, is not an employee of the Department, nor does any employee of the Department have any pecuniary interest in the proceeds of the Contract either as an employee of the Contractor or otherwise. No employee or officer of the Department may lease equipment to or from the Department either by using his own name or that of any other. Additionally, no member of the immediate family of a Department employee may lease equipment to the Department. Immediate family refers to any of the following: father, mother, brother, sister, daughter, son, husband, or wife. The Contractor hereby agrees that the Contract shall be terminated for violation of this condition of the Contract.