NOTICE TO BIDDERS

Sealed bids will be received by the Borough of Sellersville, 140 East Church Street, Sellersville, Pennsylvania, until 1:00 O’clock P.M. on Friday, May 1, 2020, for the following items:

**Sellersville Borough Bid No. 20-01**

- Gasoline – No Lead: 6,000 gallons
- Diesel Fuel: 1,000 gallons

The bids will be publicly opened at the above time and location, tabulated and referred to Borough Council for action at the regular May 11, 2020 Borough Council Meeting. Bid forms, to which specification are attached, can be secured from the Borough Office at the above noted address. All bids must be in duplicate on these forms, properly identified, and in the hands of the Secretary on or before the time of opening.

The Borough reserves the right to waive any information and accept or reject any part or entirety of all bids.

By Order of Sellersville Borough Council.

__________________________
David J. Rivet
Borough Manager
SELLERSVILLE BOROUGH
140 EAST CHURCH STREET
SELLERSVILLE, PENNSYLVANIA 18960

PETROLEUM PRODUCTS BIDS

BY

1:00 O’CLOCK P.M.

FRIDAY

MAY 1, 2020

TABLE OF CONTENTS

NOTICE TO BIDDERS WITH INSTRUCTIONS

<table>
<thead>
<tr>
<th>BID</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-1</td>
<td>IN DUPLICATE</td>
</tr>
<tr>
<td>P-2</td>
<td>IN DUPLICATE</td>
</tr>
<tr>
<td>P-3</td>
<td>IN DUPLICATE</td>
</tr>
<tr>
<td>P-4</td>
<td>IN DUPLICATE</td>
</tr>
</tbody>
</table>

SPECIFICATIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S-1</td>
<td>ITEM 1</td>
</tr>
<tr>
<td>S-2</td>
<td>ITEM 2</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
(SHORT FORM)

1. Receipt and Opening of Bids

Bids will be received and opened by the Borough for the bid work, services or material as outlined in “Notice to Bidders.” The Borough may consider informal any bid not prepared and submitted in accordance with the provisions thereof, and may waive any informalities in, or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified in the “Notice to Bidders” shall not be considered. All bids shall remain firm and irrevocable for the period of ten (10) days after the public opening thereof.

2. Bid Forms

All bids must be submitted on the “bid” form attached to this contract document. IT MUST NOT BE REMOVED. All bid prices must be written in ink in words and figures in the blank spaces provided for each item. In case of discrepancy, the written words will be considered as the price bid. Bids shall be submitted in sealed envelopes bearing on the outside, the name of the bidder, his address and the name of the project for which the bid is submitted, and shall be delivered to the Borough of Sellersville as specified in the “Notice to Bidders”. If forwarded by mail, the sealed envelope containing the bid and marked as designated above, must be enclosed in another envelope, addressed as specified in the “Notice to Bidders”, and sent by registered or certified mail.

3. Contractor’s Understanding

It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality of the materials to be encountered; the character of equipment and facilities needed during the prosecution of work; the general and local conditions; and all other matters which may affect the work. No verbal agreement or conversation with any agent of employee of the Borough of Sellersville shall affect any of the terms or obligations herein contained.

4. Plans and Specifications

Should a Bidder find discrepancies in, or omissions from the drawings or specifications, or be in doubt as to their meaning, he shall at once notify the Borough Engineer, who will then send a written bulletin or addenda to all Bidders clarifying the matter.
5. Assignment

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous consent of the Engineer.

6. Qualifications of Bidder

The bidder will be required to show that he is capable of performing the work contemplated and upon request shall furnish a financial and experience statement satisfactory to the Borough.

7. Bid Security and Bond Requirements

IF REQUIRED IN THE “NOTICE TO BIDDERS”, each bid shall be accompanied by the depositor’s check certified by the bank of deposit or bid bond in the amount of five percent (5%) of the bid. The deposits of unsuccessful bidders will be returned within five (5) days after the opening of bids.

IF REQUIRED IN THE “SPECIFICATIONS” or “SPECIAL CONDITIONS”, successful bidder shall furnish within ten (10) days of the award, on a form attached, at his/their own expense, dated the same date as the contract, a Performance Bond and a Labor and Material Bond.

8. General

Test of materials when required shall be paid for by the person or firm having contract for the furnishing of that material. The selection of bureaus, laboratories and/or agencies for the inspection and testing of material shall be subject to the approval of the Borough Council. Satisfactory documentary evidence that the materials have passed the required inspection and tests must be furnished council for all materials tested.

The various materials and products mentioned in the specifications are given to establish a standard of quality and cost, and it is not the intent to limit to any one product, but rather set up the same as the standard desired or acceptable and to establish a basis for quality.

Where proprietary names are used, whether or not followed by the words “or an approved equal”, article of equal quality may be used if approved by Council.
Sell-Boro Bid No. 20-01

BID

Borough Council
Borough of Sellersville
140 East Church Street
Sellersville, PA  18960

Gentlemen:

These bids are submitted in accordance with your public advertisement inviting bids for furnishing diesel fuel and gasoline. For the use of the Borough of Sellersville during the period June 1, 2020 to May 31, 2021.

Having carefully examined the contract documents, comprising of Instructions to Bidders, Specifications, and various conditions affecting the furnishing of the material, the undersigned herein agrees to furnish the material listed, and do all necessary to comply with specifications and the Instructions to Bidders, and will accept in full payment therefor the following unit price bid for the item listed below.

NAME OF BIDDER

(Full Company or Corporation Name)

______________________________

Business Address ______________________________

______________________________

Phone Number ______________________________

Special Note - Please be advised that the Borough of Sellersville, in accord with “Act 41 – 1970”, claims exempt status from the Pennsylvania Gasoline Tax. Tax exemption forms will be endorsed at your request for future purchases.
Item 1 – No Lead Gasoline Per Specification

Net delivered price per gallon for full contract period (6-1-20 to 5-31-21)

______ cents (______ ) Bid price on 4/20/20.

Brand Name to be supplied____________________________________

Item 2 – Diesel Fuel Per Specification

Net delivered price per gallon for full contract period (6-1-20 to 5-31-21)

______ cents (______ ) Bid price on 4/20/20.

Brand Name to be supplied____________________________________
It is mutually agreed that the above net delivery prices shall include all discounts and tax exemptions and that the stated net price is the final per gallon cost to the Borough.

The undersigned hereby agrees to furnish materials bid to locations designated in purchase order, to be issued to successful bidder, in quantities and at such time necessary to maintain adequate supply at said locations. The undersigned agrees further that any undue delay in the delivery of any of bid materials, whereby the Borough of Sellersville suffers a loss in time or labor, shall be deemed sufficient reason for rescinding the contract upon three (3) days written notice of the intention to rescind for such reason given by the Borough of Sellersville to us.

The undersigned also certify that this bid is genuine, and not sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

It is understood that borough will pay supplier for merchandise actually delivered within sixty (60) days after date of invoice.

This agreement shall not be assignable by either party. Successful bidder agrees to furnish a Performance Bond, according to the provisions of the Instructions to Bidders and General Conditions and Specifications, in the amount of fifty (50) per cent of the liability of the bid.

The Notice to Bidders, Instructions to Bidders and General conditions, and Specifications are made a part of this Bid and Agreement.
The Bid is open for acceptance by Borough for a period of 30 days from May 1, 2020.

Bidder shall have the right to increase the contract unit price in an equal amount provided the bidder’s cost of materials and supplies after the bid has been submitted has increased. Verification shall include proof of price to the bidder from the bidder’s source of supply. Period of contract year is June 1, 2020 thru May 31, 2021.

Respectfully submitted:

Firm Name: ________________________________

By: ________________________________

Title: ________________________________

Date: ________________________________

Address: ________________________________

______________________________

Item(s) __________ is hereby accepted and awarded the ______ day of __________ 2020.

BOROUGH OF SELLERSVILLE

BY: ________________________________ President of Council

______________________________ Secretary of Council

APPROVED: ________________________________ Mayor
SPECIFICATIONS

ITEM 1 – NO LEAD

1. No Lead Gasoline to be standard no-lead gasoline with minimum U.S. Government octane Rating of 87.0

2. Price quoted shall be net of all discounts and all taxes, from which the Borough is exempt. Successful bidder shall supply any necessary tax exemption forms.

3. The Borough, may, at its discretion and at any time during the contract period, require supplier to provide Borough with data of meter tests made by an independent testing firm approved by Borough.

4. Contractor shall assure that, in the process of delivery, the gasoline shall not become contaminated by other fuels or foreign matter which may result from contractor’s carelessness or negligence in properly cleaning or draining his delivery equipment. Failure to provide this assurance, or the delivery of contaminated gasoline resulting from such failure, shall be sufficient reason for cancellation of this contract. The Borough shall have the right to make or have made such tests of the material delivered or during the process of delivery, to take samples for such tests, to ascertain compliance with this specification.

5. The successful bidder shall be required to furnish a bond guaranteeing the performance of this contract, with sufficient surety in the amount of fifty per centum of the amount of the liability under the contract, with twenty (20) days after the contract has been awarded. The amount of such bond shall at least equal fifty per centum of the sum of the price per gallon set forth in the bid, times the approximate quantity in paragraph “6” of these specifications. If requested in the “Notice to Bidders”.

6. It is estimated that during the contract period designated in the bid form, the gasoline required by the Borough will be approximate 6,000 gallons.

7. Deliveries shall be made to, but not be bound by or limited to, the following location.

   Municipal Garage – S/S Maple Avenue, Sellersville

The capacity of the Borough’s storage above ground facility at the above location is approximately 275 gallons.
ITEM 2 – DIESEL FUEL

1. Diesel Fuel to be standard run diesel fuel.

2. Price quoted shall be net of all discounts and all tax from which the Borough is exempt. Successful bidder shall supply all necessary tax Exemption forms.

3. The Borough, may, at its discretion and at any time during the contract Period, require supplier to provide Borough with data of meter tests made by an independent testing firm approved by Borough.

4. Contractor shall assure that, in the process of delivery, the diesel fuel shall not become contaminated by other fuels or foreign matter which may result from a contractor’s carelessness or negligence in properly cleaning or draining his delivery equipment. Failure to provide this assurance, or the delivery of contaminated diesel fuel resulting from such failure, shall be sufficient reason for cancellation of this contract. The Borough shall have the right to make or have made such tests of the material delivered, or during the process of delivery, to take samples of such test, to ascertain compliance with this specification.

5. The successful bidder shall be required to furnish a bond guaranteeing the performance of this contract, with sufficient surety in the amount of fifty per centum of the amount of liability under the contract, within twenty (20) days after the contract has been awarded. The amount of such bond shall at least equal fifty per centum of the sum of the price per gallon set forth in the bid, times the approximate quantity in paragraph “6” of these specifications. If requested in the “Notice to Bidder”.

6. It is estimated that during the contract period designated in the bid form, the diesel fuel required by the Borough will approximate 1,000 gallons.

7. Deliveries shall be made to, but not be bound by or limited to, the following location:

Municipal Garage – S/S Maple Avenue, Sellersville

The capacity of the Borough’s storage facility at the above location is a hand operated pump with approximate above ground storage capacity of 275 gallons.