

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For the purchase by the Borough of Chambersburg of the following:

**GAS ENGINE OIL
MOBIL PEGASUS 805**

ISSUED

Tuesday 27, 2018

Bids for **GAS ENGINE OIL MOBIL PEGASUS 805** as covered by attached Specifications must be received by Town Council of the Borough of Chambersburg before **2:30 p.m.**, legal time, **March 14, 2018** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG

For further information:

Ronald W. Pezon, Superintendent Electric Department
717-261-3238

Jeffrey Heverley, Assistant Superintendent Electric Department
717-261-3236

NOTICE – SEEKING BIDS

The Borough of Chambersburg is accepting sealed bids for:

**GAS ENGINE OIL
MOBIL PEGASUS 805**

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone: (717) 261-3254

The Town Council intends to award a contract to the overall lowest responsible bidder, as determined by Town Council in the best interest of the Borough of Chambersburg.

There will no Pre-Bid Conference. Performance, Payment, and Bid Bonds are not required for this Bid or Agreement.

Bids shall be submitted only on the enclosed Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **2:30 PM, on March 14, 2018**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “**Bid for Borough of Chambersburg**”, bearing the name of the bidder and “**Gas Engine Oil**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within forty-five (45) days after the date of the opening bids. The Town Council reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB’s under State regulations are encouraged to submit proposals.

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: **GAS ENGINE OIL - MOBIL PEGASUS 805** (the “Goods”), as further described in the Specifications herein, for use at various Borough Electric facilities. This Project shall also be known as the “Gas Engine Oil”.

2. Bidding Documents

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal
- Receipt of Confirmation of Bidding and Contract Documents
- Agreement
- Specifications
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at www.borough.chambersburg.pa.us. All prospective bidders who obtained the Bidding Documents electronically must fax a “Receipt of Confirmation” form no later than 10:00 AM on March 12, 2018 to Jamia Wright at (717) 264-0224.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. Contractor

The successful bidder will be known as the Contractor. The successful bidder to whom a contract (the “Agreement”) is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations. The Borough reserves the right to award separate contracts for the various Gas Engine Oil items included in this Bid to separate bidders.

5. Qualifications of Bidders

To demonstrate Bidder's qualifications to furnish the Goods, the Bidder shall submit with the Bid a completed Bidder's Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date.

Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Contract.

No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

6. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to Ronald Pezon, Electric Department Superintendent, at rpezon@chambersburgpa.gov or 717-261-3238 at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum, if deemed necessary by the Borough, to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

7. Security

Performance, Payment, or Bid Bonds are not required for this Bid or Agreement.

8. Proposal Form

The Bidder may bid on one (1) or more items listed on the Proposal Form: bidding on all items is not required. The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. Bids signed by employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation.

All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature applicable to the Goods. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by Bidder with Bid submission:

Tax: Pennsylvania sales tax is not to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of this Agreement. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

Shipping and Delivery: The Contractor shall deliver the Goods, select the carrier, and bear all costs of packaging, transportation, insurance, special handling, and any other cost associated with shipment and delivery. Delivery of each Good is F.O.B. (prepaid) Point of Destination to one the following two (2) locations:

Item No.	Point of Destination	
1	Orchard Park Generating Station	1489 Sheffler Drive, Chambersburg, PA 17201
2	Falling Spring Generating Station	160 North Second Street, Chambersburg, PA 17201

The Contractor shall be responsible for unloading the Goods from the carrier, unless otherwise indicated in the Specifications. The risk of loss and insurable interests transfer from the Contractor to the Borough upon the Borough's receipt of the Goods at the Point of Destination. The Borough reserves the right to reasonably change this location if it is in the best interest of the Borough. Additional Delivery requirements are contained in the Specifications.

9. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked "Bid for Borough of Chambersburg", bearing the name of the bidder and "**Gas Engine Oil**". If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder's Questionnaire
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the furnishing of Goods;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;
- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

10. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

11. Bids to Remain Subject to Acceptance

Bids shall remain open for a period of forty five (45) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Agreement within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent successful Bidder.

12. Award of Contract

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder. Furthermore, the Borough reserves the right to award separate contracts for the various Gas Engine Oil items included in this Bid to separate bidders.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

If the Agreement is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award.

13. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by three (3) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement. The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough the Agreement, within fifteen (15) days from the date of the Notice of Intent to Award.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

2. Inspection of Work or Goods, Acceptance

The Borough reserves the right to inspect the Contractor's Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Agreement. Periodic inspections may be performed by the Borough or its agents. The Contractor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to the Contractor as to whether the Goods appear to be conforming or non-conforming on the basis of any inspections or testing of conformity.

3. Termination and Suspension

The Borough may terminate this agreement upon seven (7) days written notice to the Contractor should the Contractor fail to comply with any of the provisions of this Agreement, including but not limited to failure to deliver the specific Goods within the timeframe or in the specific amount as established in the Specifications.

The Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

4. Warranty

The Contractor shall warrant and guarantee that such Goods supplied will be of merchantable quality and fit for the ordinary purposes for which such Goods are sold. The Contractor shall warrant and guarantee that such Goods shall conform to the Specifications herein.

With respect to breach of warranty claims by the Borough, the Borough shall provide the Contractor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Contractor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws.

5. Notice of Defect

The Borough shall give the Contractor prompt notice of defects that become apparent. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

6. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, or approvals related to the production and delivery of the Goods are the responsibility of the Contractor and all expenses for such should be included in bid proposal.

7. Assignment

The Contractor shall not sublet this Agreement or any portion of it without first obtaining the written consent of the Borough. The Contractor shall not obligate the Borough to make any payments to another party for, or in behalf of the Borough, without the approval of the Borough.

8. Delivery, Invoices and Payment for Supplies or Equipment

The Borough requires that the Gas Engine Oil is delivered and invoiced to the Borough no later than December 16, 2013 in order for payment to be made to the Contractor no later than December 31, 2013.

All payments will be processed through the Borough's standard accounts payable system. The Contractor Invoices should be marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus item price.

- A. **Delivery** - All items must be delivered at the price(s) bid, FOB Point of Destination, as further defined in the Bidding Documents.
- B. Contractor may only deliver Goods as authorized in the Agreement and only after the receipt of a purchase order or other authorized document from the Borough. All orders must be in writing.

9. Insurance

Proof of Insurance is not required for this Bid.

10. Indemnification

The Contractor and its sub-consultants shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-consultants, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-consultants.

11. Taxes

All taxes of whatsoever kind, nature and description payable in respect to the performance of this agreement are to be paid by the Contractor unless otherwise provided by law.

12. Disputes

Before any litigation is brought pursuant to this Agreement, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with this Agreement.

13. Compliance with Laws

The furnishing of Goods under this Agreement shall conform to all applicable federal, state, and local laws.

NON-DISCRIMINATION

During the term of the contract, the contractor agrees as follows:

- A. 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, sex or disability. 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.
- B. Contractor shall in advertisements 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, sex, or disability.
- C. 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 other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices 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.
- E. Where the practices of a union or 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 issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance 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 Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications;
- B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under;
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by the Borough of Chambersburg within forty-five (45) days of the opening of bids, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of :

County of :

I state that I am, _____ of _____
 (Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

- (5) (Name of Firm) _____ its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last four (4) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understand and acknowledges that the above representations are material and important and will be relied on by _____ (Name of Public Entity) in awarding the contract(s) for which this bid is submitted.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from _____ (Name of Public Entity) of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

BIDDER'S QUESTIONNAIRE

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: Borough of Chambersburg
 100 South Second Street
 Chambersburg, PA 17201

Project: **GAS ENGINE OIL - MOBIL PEGASUS 805**

Submitted by:

(Bidder's Full Name) _____

(Full Address) _____

(Phone Number) _____

(State of Incorporation) _____

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

2. List three (3) similar contracts your organization has completed in the last five (5) years. Include project name or description, date, Owner, Owner's Representative, and phone number of Owner's representative.

	Project	Date	Owner	Owner's Representative	Owner's Representative Phone Number
1					
2					
3					

(FORM CONTINUES ON FOLLOWING PAGE)

The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Chambersburg, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against the Borough of Chambersburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this ____ day of _____ 20__.

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

(Please Print Signature)

Title

END OF BIDDER'S QUESTIONNAIRE

PROPOSAL

DATE _____

Project: GAS ENGINE OIL
 MOBIL PEGASUS 805

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to furnish the Goods as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement/Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for forty five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, Bidder has visited the Point of Destination to become familiar with the local conditions;
- C. Bidder is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the furnishing of Goods;
- D. Bidder has carefully studied and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the applicable Point(s) of Destination, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will furnish the Goods as noted below in accordance with the Contract Documents (indicate quantity where none is currently given) at the following FIRM prices.

ITEM NO. 1 - 1,000 GALLONS

_____ dollars _____ cents per gallon, delivered as ordered, to Orchard Park Generating Station located at 1489 Sheffler Drive, Chambersburg, PA.

ITEM NO. 2 – 1,000 GALLONS

_____ dollars _____ cents per gallon, delivered as ordered, to Falling Spring Generating Station located at 160 North Second St, Chambersburg, PA.

Total Bid _____ **Dollars (\$** _____ **)**

ARTICLE 5 — TIME OF DELIVERY

5.01 Bidder agrees that the time for furnishing of Goods, following placement of an order by the Borough, will conform to the schedule set forth in the Specifications.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Questionnaire, with supporting data if required; and
- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit.

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Address _____

Name of person familiar with proposal

Phone number _____

Email address _____

State of Incorporation (for Corporations) _____

END OF PROPOSAL FORM

SPECIFICATIONS

GAS ENGINE OIL MOBIL PEGASUS 805

Sealed proposals will be received by the Town Council of the Borough of Chambersburg, Pennsylvania until **2:30 p.m., Wednesday, March 14, 2018.**

Item No. 1 & 2 – Mobile Pegasus 805

QUANTITIES

The estimated quantities of materials as set forth herein are based upon the best available information but are estimates only and the Borough reserves the right to purchase more or less than the amount estimated to meet its requirements.

The requirement for the Agreement is estimated at one thousand (1,000) gallons for the Orchard Park Generating Station and one thousand (1,000) gallons for the Falling Springs Generating Station.

DELIVERY LOCATIONS

The delivery locations (the “Generating Station(s)”) are as follows:

- Item 1: Orchard Park Generating Station** 1489 Sheffler Drive, Chambersburg, PA 17201
Item 2: Falling Spring Generating Station 160 North Second Street, Chambersburg, PA 17201

ITEM NO. 1 and 2 - MOBIL PEGASUS 805

The Gas Engine Oil is to be quoted at a price per gallon delivered in tank trucks to the Borough’s Generating Station (s) (the “Point of Destination”). Upon delivery, the Contractor shall coordinate with the Borough to transfer the Gas Engine Oil from the carrier and into the Borough’s storage tanks.

The Gas Engine Oil orders, when requested, are to be delivered within no more than five (5) working days.

Mobile Pegasus 805 has the following builder approvals:

MWM GmbH TR 0199-99-2105/7, X Lube Oils for Gas Engines	Waukesha (Cogeneration) X
GE Jenbacher TI 1000-1105 (Biogas, X Series 2 & 3)	MAN B&W D365600-1.35-1 X
GE Jenbacher TI 1000-1106 X	MAN B&W D6628 3.3.6-01 X
GE Jenbacher TI 1000-0125 X (Landfill, Series 2 & 3)	Perkins Gas Engine Oil – Natural GasX
Wartsila 34SG X	MTU Oil Category 1 - SAE 40 for X Gas Engines
Wartsila 32DF X	GE Jenbacher TI 1000-1109 (Class A X fuel gas, Series 2, 3, 4 & 6)
Wartsila 28SG X	GE Jenbacher TI 1000-1109 (Class B X fuel gas, Series 4 & 6)
Wartsila 220 SG X	Waukesha 12V/18V 220 GL X Applications

Typical Properties

Mobil Pegasus 805

SAE Grade	40
Viscosity, ASTM D 445	
cSt @ 40° C	130
cSt @ 100° C	13.5
Viscosity Index, ASTM D 2270	99
Sulfated Ash, wt%, ASTM D 874	0.5
Foam Resistance, ASTM D 892 Seq I, Tendency/Stability, ml/ml	0/0
Total Base #, mg KOH/g, ASTM D 2896	6.2
Pour Point, °C, ASTM D 97	-12
Flash Point, °C, ASTM D 92	262
Specific Gravity 15.6° C/15.6° C, ASTM D 4052	0.89

AGREEMENT

This Agreement made this _____ day of _____ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WHEREAS the Borough has authorized the purchase of certain items in accordance with the Specifications hereto attached and made a part hereof; and

WHEREAS the Contractor has submitted to the Borough a Proposal for

GAS ENGINE OIL MOBIL PEGASUS 805

in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

WHEREAS the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Bidding Documents and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

Article 1 - Basis of Agreement

The parties hereto recognize that any and all Bidding Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder's Proposal, and any and all Written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

Article 2 – Goods

The Contractor agrees to furnish the following Item(s) (the "Goods"), as included in the Bidder's Proposal and selected by the Borough, and to faithfully perform and complete all work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder's Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications, for the Item(s) indicated below.

Item(s) No. #1-1,000 Gallons & #2-1,000 Gallons - Mobil Pegasus 805

Article 3 – Point of Destination

The place where each Good is to be delivered shall be known as the Point of Destination for that Good, as further designated in the Instructions to Bidders and Specifications.

Article 4 - Contract Times

All times set forth for the completion and delivery, and any applicable installation and /or testing, is the essence of the Agreement. The Goods shall be delivered to the applicable Point of Destination and ready for the Borough's receipt of delivery on or prior to the delivery time as indicated in the Contract Documents for each Good, contingent upon placement of order by the Borough.

Article 5 – Contract Price

The Borough shall pay the Contractor for furnishing the Goods in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

The prices as stated in Contractor's Bid for Item(s) No. **#1-1,000 Gallons & #2-1,000 Gallons - Mobil Pegasus 805**, as included herein in Article 2 and further described in Exhibit 1: Gas Engine Oil Bid Tabulation Sheet.

Article 6 – Payment Procedures

The Contractor shall submit invoices in accordance with the General Terms and Conditions, as provided in the Contract Documents.

Article 7 – Contractor's Representations

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if, in Contractor's judgment, any local condition may affect cost, progress or the furnishing of Goods, Contractor has visited the applicable Point(s) of Destination to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of the Goods;
- C. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the furnishing of Goods;
- D. Contractor has carefully studied and correlate the information known to Contractor, and information and observations obtained from Contractor's visits, if any, to the Point of Destination, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

Article 8 - Applicable Law / Venue

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, upon the conclusion of mediation as set forth above, shall be in Franklin County Court of Common Pleas.

Article 9 - Entire Agreement / Amendments

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council’s approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

Article 10 - Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Article 11 - Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Attest:

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

Jamia L. Wright

Heath E Talhelm

Borough Secretary

President of Town Council

END OF AGREEMENT

**Receipt of Confirmation
Of
Bidding and Contract Documents**

For

**GAS ENGINE OIL
MOBIL PEGASUS 805**

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than 10:00 AM on March 12, 2018 EST to:

Jamia L. Wright, Borough Secretary, at (717) 264-0224.

The undersigned confirms receipt of all 27 pages of the bidding and contract documents dated February 27, 2018 for the project referenced above as posted electronically at www.borough.chambersburg.pa.us.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____