

Receipt of Confirmation of Bidding Documents

For

ONE (1) USED 1996 SPARTAN FIRE ENGINE

All prospective bidders who obtained the Bidding Documents electronically must fax this "Receipt of Confirmation" form no later than 2:00 PM November 2, 2016 EST to:

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

The undersigned confirms receipt of all 10 pages of the bidding and contract documents dated October 17, 2016 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: _____

SPECIFICATIONS AND PROPOSAL
FOR THE SALE OF
ONE (1) USED 1996 SPARTAN FIRE ENGINE

BY TOWN COUNCIL
OF THE
BOROUGH OF CHAMBERSBURG

ISSUED: October 17, 2016

Bids or items covered by these Specifications will be received by Town Council of the Borough of Chambersburg until 2:00 p.m., legal time, **THURSDAY, NOVEMBER 3, 2016**, at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

Proposal Submitted by:

GENERAL CONDITIONS

FOR SALE

ONE (1) USED 1996 SPARTAN FIRE ENGINE

IN THE BOROUGH OF CHAMBERSBURG
FOR THE
BOROUGH OF CHAMBERSBURG, FRANKLIN COUNTY, PENNSYLVANIA

THE INTENT OF THESE SPECIFICATIONS IS TO SELL ONE (1) ONLY, USED 1996 SPARTAN FIRE ENGINE.

Vehicle is sold on an "as is – where is" basis. No guarantees or warranties are made or implied by the Borough of Chambersburg.

Sealed proposals will be received by the Borough of Chambersburg, Attention: Jamia Wright, Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, until 2:00 p.m., legal time, **THURSDAY, NOVEMBER 3, 2016**, for the aforementioned item of equipment in conformity with attached specifications. The FIRE ENGINE may be inspected at the Chambersburg Fire Dept. located at 130 North Second Street Chambersburg, Pa. 17201 from 7:30 A.M. to 3:30 P.M.

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 of the bids. A thirty (30) day extension of the date for the award may be made by the mutual written consent of the Borough of Chambersburg and the highest responsible bidder.

The right is reserved to reject any or all proposals, to re-advertise and award the contract in the regular manner or to waive any informality in the proposals received and to accept any proposal deemed to be most favorable to the interests of the Borough of Chambersburg.

For any further information regarding these specifications, please contact Butch Leonhard telephone (717) 261-3230.

INSTRUCTIONS TO BIDDERS

Proposals for the material covered by the attached specifications must be submitted within the specified time and must be accompanied by such information as the specifications require. In making tenders, **bidders shall use the forms attached, returning all pages intact with such supplementary data as are to be included.** A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can any changes in prices or other details be made by letter, telegram, or verbal order after such time. The prices and other information must be legibly written (or printed) in ink, the bid price(s) being written plainly in figures on the bid forms made a part of these Specifications.

No bid will be accepted from, nor will any contract be awarded, 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.

The Bidder to whom any contract hereunder may be awarded will be required to execute a contract for the award to him within ten (10) days after the date of service or written notice to such effect. In case of failure or neglect to do so, said bidder will be considered as having abandoned the contract and as being in default to the Borough.

Town Council of the Borough of Chambersburg reserve the right to reject any and all bids and to accept such proposals as may, in their judgment, be in the best interest of the Borough. If the bid you submit does not meet the specifications set forth, with exceptions acceptable to the Borough, you should expect your bid to be rejected.

All Proposals shall be marked on the outside of the sealed envelope indicating that it is a **"SEALED BID" with name of item as shown on cover page,** and addressed to Town Council of the Borough of Chambersburg, Pennsylvania, c/o Jamia Wright, Borough Secretary. Only one bid docket is to be enclosed per envelope; do not include other items, which may be bid at the same time under separate specifications.

Bidders are responsible to assure that their bid price arrives (by mail or in person), in the office of the Borough Secretary by the bid opening date and time. Bids hand-delivered to the Borough must be presented to the Office of the Borough Secretary. The Borough will not be responsible for misdirected bids.

Sealed bids for the **SALE of ONE (1) USED 1996 SPARTAN FIRE ENGINE** by the Borough of Chambersburg will be received by Town Council of the Borough of Chambersburg until 2:00 p.m., legal time, **THURSDAY, NOVEMBER 3, 2016,** at which time they will be publicly opened and read aloud. Sealed bids should be submitted to: Town Council of the Borough of Chambersburg, Pennsylvania, c/o Jamia Wright, Borough Secretary.

INSPECTION

The Fire Engine is available for inspection at the Chambersburg Fire Dept. located at 130 North Second Street Chambersburg, Pa. 17201 from 7:30 A.M. to 3:30 P.M. Contact Chief Butch Leonhard (717) 261-3230.

PAYMENT

No down payment is required to be included with the bid. Payment in full is required at the time of settlement at which time the title will be transferred to the successful bidder.

All title, transfer, notary fees and taxes are the sole responsibility of the successful bidder.

CONTACT PERSON: All questions pertaining to this bid shall be directed to either Chief Butch Leonhard (261-3230) or Borough Secretary Jamia Wright (261-3254).

SPECIFICATIONS:

Year: 1996

Make: Spartan

Transmission: Automatic

Body Style: Fire Engine

VIN: 4S7JT9K08TC021600

Title No: 49959307601 B0

Minimum Bid: \$10,000.00



PROPOSAL

Date _____

Town Council of the
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201

Gentlemen:

The undersigned, having carefully read the attached Specifications issued by the Borough of Chambersburg under date of Tuesday, October 17, 2016 covering:

ONE (1) USED 1996 SPARTAN FIRE ENGINE

To be considered for sale by the Borough of Chambersburg, and being desirous of entering into a contract with the Borough of Chambersburg for sale said item(s) of equipment, hereby offers to purchase the said item(s) of equipment in conformity with the Specifications.

The bid price(s) of the undersigned for the item (s) of equipment listed below, to be purchased in conformity with the Specifications, is (are) as follows:

ITEM NO. 1: Being ONE (1) USED 1996 SPARTAN FIRE ENGINE for the outright price of

_____ (\$ _____)
(Minimum Bid of \$10,000.00)

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.

Respectfully submitted,

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20 ____, by and between Town Council of the Borough of Chambersburg, a municipal corporation of the Commonwealth of Pennsylvania, herein called the Borough, and _____ herein called the Buyer.

WHEREAS, the Borough has authorized the Sale of ONE (1) USED 1996 SPARTAN FIRE ENGINE in accordance with Specifications hereto attached and made a part hereof; and

WHEREAS, the Buyer has submitted to the Borough a proposal for the purchase of ONE (1) USED 1996 SPARTAN FIRE ENGINE for the amount of _____ (\$_____).

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

FIRST: The parties hereto recognize the said Specifications and Proposal as 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 said Specifications and Proposal or written in this Agreement.

SECOND: The Buyer agrees to purchase the Fire Engine for the price proposed in full conformity with said Specifications and Proposal, and the Borough agrees to accept payment from the Buyer and the Buyer agrees to make payment for the purchase at the price provided therein, payment to be made in accordance with the specifications.

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

WITNESS:

For Buyer

Buyer (SEAL)

Secretary of Town Council

By _____ (SEAL)
President of Town Council

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.

NON-DISCRIMINATION CONTINUED

- 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.