

November 16, 2020

Bid Documents
For
Bio Clear Ultra Low Sulphur Diesel Fuel

Advertisement
General Instructions
Bid Form and Contract

SCHEDULE

Bid Deadline – Wednesday, December 2, 2020 at 10:00 a.m.
Bid Opening – Wednesday, December 2, 2020 at 10:15 a.m.
Contract Award – Wednesday, December 9, 2020 at 7:00 p.m.

Legal Ad Publish Dates: Tuesday, November 17 and Saturday, November 21, 2020

Sealed Bids

Sealed bids will be accepted by Honey Brook Township at PO Box 1281, 500 Suplee Road, Honey Brook, Pa 19344 until 10:00 AM prevailing time on Wednesday, December 2, 2020. Bids will be opened and publically read aloud at 10:15 a.m. on the same date and place.

Bid documents for Bio Clear Ultra Low Sulphur Diesel Fuel that will be delivered to 495 Suplee Road, Honey Brook, Pa. are available now on the Honey Brook Township website at www.honeybrooktwp.com ; at the Honey Brook Township Building from 9 AM until 3 PM daily; or, by mail, fax or email to manager@honeybrooktwp.org upon request. The Township has a 1000 gallon tank and uses about 7,000 gallons per year. All bids must be submitted on forms provided by the Township.

The Honey Brook Township Board of Supervisors will consider the award of this bids at their meeting on Wednesday, December 9, 2020 at 7:00 p.m. in the Honey Brook Township Building, 500 Suplee Road, Honey Brook, PA 19344. The Township reserves the right to reject any and all bids.

Steven Landes
Township Manager

GENERAL INSTRUCTIONS

1. General: Sealed bids for Bio Clear Ultra Low Sulfur Diesel Fuel approved for on road vehicles by the Commonwealth of Pennsylvania will be received at the Honey Brook Township Administrative Office, P O Box 1281, 500 Suplee Road, Honey Brook, Pennsylvania 19344 until 10:00 a.m. on Wednesday, December 2, 2020.

LATE BIDS WILL NOT BE ACCEPTED OR CONSIDERED

2. Submission of Bids: An original copy of the complete Bid must be submitted in a sealed envelope, and addressed to the Honey Brook Township and clearly marked on the outside of the envelope with the Bidder's name and address and the designation:

"BID - Diesel Fuel"

3. Bids will be opened and read aloud on Wednesday, December 2, 2020 at approximately 10:15 a.m.

No responsibility will be attached to any TOWNSHIP representative for premature opening of a bid not properly addressed and identified.

4. Bid Security: None Required
5. Performance Bond: None Required
6. Insurance: During the term of this contract, the successful bidder shall maintain in effect insurance policies in the type and amounts acceptable to the Township. A Certificate of Insurance shall be submitted within fifteen (15) days of the date of written notice of award of the contract.
7. Tax Exemptions: The Township is exempt from all Federal excise and transportation taxes, the provisions of the Fair-Trade law, and the Pennsylvania sales and use tax for purchase of tangible personal property. The registration number with the Internal Revenue Service is 23-6000361.
8. Right to Accept or Reject Bids: The Honey Brook Township Supervisors reserve the right to waive informalities for the best interest of the Township, approve sufficiency of surety and reject any and all bids. Failure of the bidder to sign the bid or have the signature of an authorized agent or representative on the official bid form will be cause for rejection of the bid. Signature must be written in ink; typing or printing is not acceptable. Bidders must include all information required on the attached Bid Form. Failure to comply may be cause for rejection of the bid.

9. Approved Equal: Whenever a product is defined in this invitation by trade name and catalogue number of a manufacturer or vendor, the term "or approved equal", if not inserted therewith shall be implied. Any reference to a particular manufacturer's products either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitution is request, the Township will consider bids for the referenced item only. The term "or approved equal" is defined as meaning any other make which, in the sole opinion of the Township, is of such character, quality and performance equivalence as to meet the standard of quality of items specified for which it is to be used equally as well as that specified. The bidder quoting on a commodity other than as specified shall furnish complete identification on the bid proposal of the product he is offering by trade name brand and/or model number. The bidder shall also furnish descriptive literature and data with respect to the alternative commodity he proposes to furnish. Bidders offering an alternate shall also indicate any known specification deviations from the referenced item on the bid exception sheet.
10. Withdrawal of Bids: Bids may be withdrawn at any time prior to the designated time of the opening of bids. All bids must be firm for forty-five (45) days following the bid opening; and, no bids will be permitted to be withdrawn during such period. Bids will be awarded or rejected within forty-five (45) days from opening. In the event awarded of Bid cannot be made within forty-five (45) days from date of Bid Opening, bidders will be afforded the opportunity to extend their bid for an additional forty-five (45) days.
11. Bid Award: Award of the contract will be made at the Township's option to the responsible bidder with the lowest Total Price.
12. Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in the Contract for this project will be deemed to be inserted therein and the Contract will be read and enforced as though it were included here, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith by physically amended to make such insertion.
13. More Than One Bid: If more than one bid is offered by any one BIDDER, in his own name or in the name of his agent, partner, or other person, all bids submitted by such BIDDER shall be rejected.
14. Addenda to Contract: During the bidding period the Township may issue written Addenda to each person, firm or corporation which has secured a copy of these specifications, making changes or corrections to the specifications as issued. Such changes or corrections shall be included in the work and/or materials covered by the bid proposal, and such Addenda shall become part of the specifications and contract.

15. Payment: The Township will make payment to the successful Bidder within forty-five (45) days upon receipt an invoice and receipt of and acceptance of the PETROLEUM PRODUCTS. The invoice is to be submitted to: Honey Brook Township, P O Box 1281, Honey Brook, PA 19344.

16. Fuel Delivery: The Successful Bidder shall, upon 24-hour notice, deliver fuel to 495 Suplee Road, Honey Brook, PA 19344. The Township has a 1,000-gallon tank.

Stamped Meter Ticket: A stamped meter ticked must accompany all deliveries and invoices.

17. Bid Exceptions: The bidder shall list on a separate sheet of paper, when needed, any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception (s) to Bid Conditions and Specifications", and shall be attached to the bid.

18. Term of Agreement:

- a. The purchasing period shall begin on January 1, 2021 through December 31, 2021.
- b. If the Township desires to have the contract extended for an additional two (2) one-year periods, the Supervisors and the successful bidder shall mutually agree by letter or email for continued performance according to the same terms and pricing on a calendar year basis.

19. Federal Energy Regulations: The successful bidder agrees to comply with all Federal Energy Regulations and rulings. The successful bidder further agrees that they have available those allocations necessary to fulfill this contract.

20. Actual Price Based Upon Price Changes: The actual delivered price per gallon which the Township will pay for the Diesel Fuel shall be based on the "rack price" unbranded plus or minus a firm differential establishing the unit bid price.

21. Estimated Quantities: The 7,000 gallons annual requirement listed on the Official Bid Form is an estimate only. The actual quantities ordered may be more or less.

22. Contact Person: Any questions regarding this bid should be directed to Steven C. Landes, office 610-273-3970 or manager@honeybrooktwp.org.

23. In accordance with Pennsylvania's "Right to Know" Laws, (Act 3 of 2008; **65 PS 67.101 et seq**), the Township may make available for viewing or provide copies of all bids received and all associated contract documents following awarding of same.

24. The submission of a Bid shall constitute and establish the Bidders intent to enter into a binding contract with Honey Brook Township for the goods or services solicited. Additionally, should any bid submitted contain defect(s) that in the Township's opinion, is of a non-material nature, the Bidder agrees that by the submission of a Bid, Bidder will correct any defect(s) upon request of the Township.
25. Unit Prices: In the event Unit Prices are required, the Township reserves the right, should there be any discrepancy, inconsistency or difference between the Unit Price(s) and Total Price(s), to choose the lowest of the prices listed and the vendor shall be bound to provide the goods and/or services in question at the lower cost. The Township reserves the right to award contracts for individual items, groups or combined award as may be in the Township's best interest.
26. Product Specifications:
- a. The Bio Clear Ultra Low Sulfur Diesel Fuel shall be approved for on-road vehicles by the Commonwealth of Pennsylvania.
 - b. A winterizing additive shall be included in the fuel for all deliveries made between October 15th and March 15th as needed. The added charge for this additive beyond the fixed differential price shall be designated on the Bid Form.

BID FORM

Proposal of: _____

Address: _____

Contact: _____

Email: _____ Fax: _____

Office Phone: _____ Cell Phone: _____

After an examination of the site of the work, and the Bid Documents, including the Invitation to Bid, General Instructions to Bidders, Bidder's Checklist, Bid Form, and Non-Collusive Affidavit, the undersigned submits this proposal and the Non-collusion affidavit.

The undersigned declares that no Honey Brook Township Supervisor or employee is directly or indirectly interested as principal, surety of otherwise in this proposal or has any supervision or overall responsibility for the implementation of the contract. It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract within ten (10) days of mailing of the contract documents from by the Township to the Principal, and to begin delivery upon request beginning January 1, 2021.

BIDDER acknowledges receipt of the following ADDENDA:

1. _____
2. _____
3. _____

BID AMOUNT

It is proposed to furnish and deliver all Diesel Fuel in accordance with the bid documents, to the satisfaction and acceptance of the Township for the total price as herein bid:

Product	
Bio Clear Ultra Low Sulfur Diesel Fuel	
“A” Rack Price on November 17, 2020	
“B” Differential Price (what is added to the rack price) without winter additive	
“A + B” Unit Price Delivered without winter additive	
Total Annual Cost* *7,000 gallons per year multiplied the Unit Price Delivered without winter additive (A + B)	
Differential Price with winter additive (what is added to the rack price)	

NOTES

1. The 7,000 gallons per year is estimated. The Township reserves the right to decrease or increase the amount of fuels purchased under this contract with no penalties, fees, or additional charges.
2. The Township understands that the rack price will fluctuate during the term of this contract either plus or minus the price listed above on November 17, 2020.
3. The Differential Price (**B** above) shall be a fixed price for the term of the contract including any extension. The differential shall include all costs due from the Township over and above those included in the Rack price. No additional costs will be payable by the Township during the term of the contract except for the added price for winter additive as needed.
4. The Unit Price Delivered (**A+B** above) is to be the rack price on November 17, 2020 plus the bidder’s differential without winter additive.

5. The **Total Annual Cost** listed above will be used to determine the low bidder. The Total Annual Cost shall equal the 7,000-gallon annual quantity multiplied by the unit price delivered without additive (A + B).

This proposal has been executed this _____ day of _____ 2020.

Individual:

(Principal - print name) _____

(Signature of Principal) _____

Witness: _____

Partnership:

(Name of Partnership) _____

(Partner - print name) _____

Signature of Partner _____

Witness: _____

Corporation:

(Corporate Principal) _____

(Signature of Principal) _____

Attest: _____

Title _____



NON-COLLUSION AFFIDAVIT

PROJECT/PROPERTY LOCATION (STREET ADDRESS):	CONTRACT/PROJECT NUMBER:
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This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids.

By submittal of a bid for the above referenced project and execution of this affidavit, the following statements are acknowledged:

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- The Contractor is not currently under suspension or review by the commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

LEGAL NAME OF CONTRACTOR OR CONSTRUCTION COMPANY (PLEASE PRINT):

AUTHORIZED REPRESENTATIVE (PLEASE PRINT):	TITLE:
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I state that I am authorized to make this affidavit on behalf of the above name Contractor or Construction Company and am the person responsible for submitting this bid and price(s) and amount included therein.

SIGNATURE (AUTHORIZED REPRESENTATIVE):

NOTARY PUBLIC:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

OF _____, 20____

MY COMMISSION EXPIRES:

The following information is to provide (at minimum) an overall explanation of non-collusion and the role/responsibility of entities desiring to participate in the bidding process for pending projects as advertised.

- A Non-Collusion Affidavit must be executed by the person responsible (i.e; owner, employee, officer) for making decisions on price(s) and amount(s) quoted in the bid.
- Bid rigging and other efforts to restrain competition, and making 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 be aware of all bidding requirements and protocol. By signing this document, she or he must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder as to their responsibilities for the preparation, approval and/or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid proposal, and an affidavit be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit, incorporates the meaning commonly associated with its' use in the bidding process. This includes the knowing submission of bid amounts higher than the bid from another Contractor, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.