

**PENN CAMBRIA SCHOOL DISTRICT**  
**201 6th Street, Cresson, Pennsylvania 16630**

**2019-2020 DIESEL FUEL BID**

**Instructions/Specifications/Bid Form**

To assure the Board of Directors that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to. Any deviations shall be considered sufficient cause for rejection.

1. This is a bid comprising and being administered by the Penn Cambria School District (hereinafter "District").
2. Under no circumstances shall these specifications be altered. The number and brand names used are to indicate a minimum of acceptable quality, and if not stated "or equal" shall be implied. However, if a bidder bids an item(s) other than what is specified, he shall so indicate. The responsibility of proving that a substituted item is equal to that specified in the bid specifications shall be the duty of the bidder, not the District. Proof of an item(s) as being equal shall accompany the bid and be indexed to the item(s) as contained in these specifications.
3. No bids shall be permitted to be withdrawn after the time set for the opening of bids. All bids shall remain valid for a period of sixty-five (65) days after the date set for opening bids. The District shall have a maximum of sixty-five (65) days from the date of opening bids for issuing notice of acceptance and the awarding of contract.
4. All bids must be either typewritten or printed in ink on the enclosed forms and signed by an authorized representative of the bidder with the authority to bind the bidder. Unsigned bids will not be considered.
5. Bid prices shall be FOB to the location indicated herein. Bid prices shall be bid on a price per gallon. For each load delivered the bidder shall furnish a separate invoice indicating the total gallons delivered, unit price, and discount, if any. Each invoice must be accompanied by a copy of the delivery ticket signed by the District's authorized representative. Said invoice shall be forwarded to the District; billing address is provided herein.
6. The District is exempt from all federal, state and local taxes; therefore, the bid price shall be net of any taxes. All taxes imposed on any party other than the retail purchaser **MUST** be included and accounted for in any and all bid amounts. There will be no allowances provided to compensate or reimburse any party for any increase or decrease in any tax imposed upon any party other than the retail purchaser.
7. Each bid shall include any and all charges, superfund charge, and demurrage, including delivery, calculated into the bid price.
8. All deliveries shall be made as ordered, and bidders shall acquaint themselves with local conditions at the location where delivery is to take place so that note can be made of any circumstances which may affect their bids. No exceptions shall be given, or release from, bid amounts due to the conditions existing at the local site.

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9. The totals of each bid shall be firm and irrevocable. This total shall appear on the Bid Form included herein. The bid price shall remain **firm** as bid for a period of one (1) year from **July 1, 2019 thru June 30, 2020**.
10. The District shall award the contract for the performance of this Project to the lowest responsible bidder. The District shall not arbitrarily or capriciously award the contract for the performance of this Project.
11. The bidder recognizes that it is handling hazardous substances and agrees in the handling and delivering for use, bidder, will in all respects exercise the strictest care required by law, and bidder or bidder's designated carriers will comply with any and all applicable federal, state and local laws. Bidder shall upon request from the District, within seven calendar days from receipt of written request, produce evidence of bidder or bidder's designated carrier the following applicable information:
  - a. Federal hazardous material identification registration
  - b. Carrier's certificate of insurance
  - c. Proof of Pennsylvania Service Commission common or contract authority in the event common or contract carrier is utilized.
12. **No minimum purchase requirement** shall be included in any bid or applied to the District. Any attempt to insert an addendum or additional language providing for a minimum purchase requirement shall be proper grounds for the District to reject the bid.
13. No rights shall accrue to any party until written contracts have been executed by duly authorized officers of the District and the Successful Bidder.
14. No additional terms will be recognized beyond those listed in these bid documents unless they are included in the express written and duly authorized Agreement to be completed by the parties after the award of the bid.
15. The District requires that all bidders submit a properly and completely filled out Non-Collusion Affidavit.
16. The District reserves the right to request references from any bidder, as it deems necessary, in order to assist in determining which bidder has submitted the lowest responsible bid
17. The District reserves the right to accept any bid or portion thereof and to reject any bid, either in its entirety or any portion thereof. The District reserves the right to reject any and all bids where the District determines such action to be in its best interest. Any proposal which contains items not specified, or which does not complete all the items required, shall be considered informal and may be rejected on this basis.
18. At its discretion, the District may waive any immaterial irregularity, formality, or technicality in any Proposal where it is in the District's best interest to do so.

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19. The bidder agrees, through submission of any bid, that in the event its bid is rejected by the District for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the District shall be entitled to an award of reasonable attorney's fees and costs if the District's rejection of the contested bid is upheld, affirmed, or otherwise not set aside.
20. The Successful Bidder will knowingly, willingly, and voluntarily indemnify and hold harmless the District, and shall assume any and all risks of accident, personal injury, death or property damage to itself, its successors, agents, or any other person entering the District's facilities on behalf of the Successful Bidder resulting from the performance of the Successful Bidder, its employees, and its agents under the Agreement. The Successful Bidder will agree to now and forever release, acquit, discharge, defend, indemnify and hold harmless the District and its officers, officials, directors, representatives, agents, and employees, from and against any and all claims, loss, causes of action, suits, costs, or expense for any and all personal injury, death, or property damage arising directly or indirectly from performance of the Successful Bidder's obligations under the terms of the Agreement.
21. The Successful Bidder shall be solely responsible for any violations of Local, State, or Federal laws and regulations resulting from the Successful Bidder's performance under the terms of the Agreement. The Successful Bidder shall agree to defend, indemnify, and hold harmless the District from any and all fines, claims, causes of actions, suits, cost, or expense resulting from the Successful Bidder's failure to properly equip and train its employees in compliance with all applicable Local, State, or Federal laws and regulations.
22. The Successful Bidder shall be responsible for any damage to property caused by the Successful Bidder or their agents and employees in the performance of the duties awarded to the Successful Bidder.
23. The Successful Bidder may not assign their performance obligations without the express written consent of the District. Any assignment without the express written consent of the District will provide the District with a right of rescission, which shall be exercised within twenty (20) days of the District's notification of the assignment or the effective date of the assignment, whichever is later.
24. Bids shall be received at the Business Office of the Penn Cambria School District, 201 6th Street, Cresson, Pennsylvania, 16630, until **10:00 AM, Wednesday, May 22, 2019** at which time bids will be publicly opened in the Penn Cambria Pre-Primary Conference Room. All bid envelopes shall be properly sealed and appropriately marked on the outside of the envelope, "**DIESEL BID**".
25. *If further information is needed, please contact or schedule an appointment with the District.* Questions regarding this bid document may be directed to Penn Cambria School District at (814) 886-8121 x1002 between 9:00 A.M. and 3:00 P.M. Monday through Friday. No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Interpretations, if made, shall be written in the form of an email and sent to all bidders to whom specifications have been issued.

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School District/Billing Address	Delivery Address	Total Approximate Diesel Usage (Gallons)	Storage Tank Capacity (Gallons)
Penn Cambria School District Administration Office 201 6th Street Cresson, PA 16630 Phone (814) 886-8121 x1002	Wilkinson Bus Lines Inc. 140 Industrial Drive Cresson, PA 16630 Phone (814) 886-4600	37,500	10,000

Approximately 37,500 gallons of **B2 ULS** Diesel Fuel. Winterizing to start November 1, 2019 and continue through February 29, 2020. Winterizing to take the form of treating the fuel (*to at least minus 15 degrees*) with a winter additive.

*Sulfur Content –*

*When applicable, the sulfur content shall not exceed federal, state or local laws.*

		<i>DTN? (✓)</i>	<i>OPIS? (✓)</i>	<i>Terminal Location</i>	<i>Total Bid Price Per Gallon</i>
<b>A.</b>	Price per gallon will be based on the rack average (INDICATE THE INDUSTRY INDEX USED BY YOUR COMPANY - DTN or OPIS) plus markup on the day of delivery. (Indicate <b>per gallon mark-up</b> ).				<b>Per Gallon Mark-up</b>
<b>B.</b>	Alternate bid price per gallon shall remain <b>firm</b> as bid for a period of one (1) year from July 1, 2019 through June 30, 2020.				<b>Per Gallon Firm Fixed</b>

NOTE: **All** deliveries shall be metered and a metered receipt shall accompany the invoice.  
 Delivery will be a minimum of 7,500 gallons and shall be made to Wilkinson Bus Lines.

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*Please print all information.*

<b>Company Name</b>		
<b>Company Representative</b>		
<b>Address</b>		
<b>Address</b>		
<b>City, State, Zip</b>		
<b>Telephone &amp; extension</b>		<b>Fax</b>
<b>Email</b>		
<b>Original Written Signature</b>		<b>Date</b>

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-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 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, except as follows:  
  
\_\_\_\_\_

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the **PENN CAMBRIA SCHOOL DISTRICT** (name of public entity) in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **PENN CAMBRIA SCHOOL DISTRICT** (name of public entity) of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Typed Name & Company Position)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Signature)

My commission expires: \_\_\_\_\_