

**Williams Valley School District
Diesel Fuel Bid Specifications**

1. Supply ultralow sulfur B2 diesel fuel for the 2018/2019 school year. (July 1, 2018 – June 30, 2019). The blending and handling of biodiesel must conform to the most current Biodiesel Handling and Use Guidelines as defined by the U. S. Department of Energy.
2. The diesel fuel supplied must contain a mixture of diesel fuels that will permit an easy start of the busses during cold winter months.
3. **Supply the diesel fuel to school busses from a supplier owned fuel pump on supplier owned property within a reasonable distance from the Williams Valley Jr.-Sr. High School.**
4. Supply the diesel fuel with the federal excise tax and franchise tax excluded at the time of the billing.
5. The fuel supplier must indicate what the cost of fuel will be to the school district above the per gallon wholesale invoice price. The cost of the diesel fuel above the dealer's invoice price will remain fixed during the school year.
6. The determining factors for awarding the bid will be:
 - a. The cost of the diesel fuel above the dealer's invoice price.
 - b. The costs involved with traveling from the Williams Valley Jr.-Sr. High School to the fueling site and back to the school.
7. The Board of Education retains the right to reject any or all proposals.
8. **The deadline for submission of diesel fuel bids is Monday, June 11, 2018 at 3:00 PM prevailing time. There will be a public opening of the bids at 3:00 PM on June 11, 2018 in the Board Room of the Williams Valley Jr.-Sr. High School at the address below. The Williams Valley School District Board of Directors will award the bid at a public meeting on June 14, 2018 at 7:30 PM in the Board Room of the Williams Valley Jr.-Sr. High School at the address below.**
9. The Williams Valley School District must have an uninterrupted supply of fuel for the busses that transport our students to and from school.
10. Use the attached bid form to submit your bid in a sealed envelope marked **“Diesel Fuel”** and send to:

Williams Valley School District
10330 State Route 209
Tower City, PA 17980
ATTN: Amy Tomalavage

11. If you have any questions call: Amy Tomalavage, Business Manager (717) 647-2167.

Diesel Fuel Bid

The undersigned agrees to provide ultralow sulfur B2 diesel fuel for the 2018/2019 school year honoring the specifications provided. The price of the diesel fuel will be _____ cents above the dealer invoice price. The current price per gallon to the school district would be _____ per gallon.

Fueling Location: _____

Distance from Williams Valley Jr. Sr. High School: _____

Company Name: _____

Address: _____

Telephone: _____

Authorized Company Signature: _____

Printed Authorized Company Signature: _____

Williams Valley School District

BID CONDITIONS

1. It is mutually understood that the Board has the right to accept or reject all or any portion of any or all bids submitted, and to make the award in the best interest of the Williams Valley School District.
2. The bidder agrees, if awarded the contract, to furnish and deliver the said articles at such times, at such places and in such quantities as herein specified, and that all of the articles shall be subject to the inspection and approval of said Board. In the event that any of the said articles shall be rejected as unsuitable or not in conformity with these specifications, such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
3. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph, then, in such event, the Board is authorized and empowered to purchase articles in conformity with this contract, from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Board.
4. The bidder agrees that if the contract is awarded to him, he will not assign, transfer or sublet it, unless specific permission to do so is granted in writing, by the Williams Valley School District.
5. The bidder agrees that if the contract is awarded to him, he will not assign in whole or in part any rights or privileges which may accrue to him under the terms of the contract or any money which may become due to him thereunder.
6. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish another article which he considers equal thereto, in every such instance the manufacturer and model number of the equivalent must be specified in the bid and be accompanied by detailed specifications and drawings or photographs, otherwise no substitution will be allowed.
7. The bidder does hereby agree that, if awarded the contract under these specifications, he will indemnify and save harmless the Williams Valley School District and its Board of School Directors, its members, the Superintendent and his staff, from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Williams Valley School District and the successful bidder, and further upon the awarding of the contract to the undersigned bidder in accordance with these specifications, this agreement of indemnifications shall automatically become effective.
8. Articles as used herein shall include supplies, material and equipment and all incidental work and labor if the same is contemplated in these specifications. Where the term "The Board" is used, it shall be taken to mean the Board of School Directors comprising the Williams Valley School District or its authorized representatives. The term "furnish" shall mean to furnish at the destination called for.
9. All bids must be accompanied by the NON-COLLUSION AFFIDAVIT for such to be considered by the Board.

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 lawful 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 noncompetitive 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. Diesel Fuels

State of _____ :
:s.s.
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, directions, 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 consolation, 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 noncompetitive 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 noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors, and employees are not
(Name of Firm)
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 _____ understands and acknowledges that the above representations
(Name of Firm)
are material and important, and will be relied on by _____ in awarding the
(Name of Public Entity)

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 _____ of the true facts
(Name of Public Entity)
relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

(Notary Public) My Commission Expires