

**WILSON SCHOOL DISTRICT  
PROPANE WET HOSE FUELING SUPPLY CONTRACT**

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**BIDDER SHALL CAREFULLY READ EACH AND EVERY BID DOCUMENT PRIOR TO SUBMITTING ITS BID TO FULLY UNDERSTAND THE OBLIGATIONS IT ASSUMES AND RIGHTS IT WAIVES BY SUBMITTING ITS BID AND PERFORMING THE CONTRACT, IF AWARDED.**

**REQUEST FOR BIDS**

Wilson School District (“District”) requests sealed bids propane wet hose fueling for District buses. Bids shall be received at District administrative offices at 2601 Grandview Boulevard, West Lawn, PA 19609-1324 at or before 10 a.m. local time, on Wednesday, January 13, 2021. Interested persons may obtain the Bid Documents, including the Specifications, at the District transportation facility located at 2900 Windmill Rd., Sinking Spring, PA 19608; by phoning (610) 670-0180, ext. 1231 weekdays between the hours of 8:30 a.m. and 4:00 p.m.; by emailing [wilran@wilsonsd.org](mailto:wilran@wilsonsd.org); or by accessing the business office page of the Wilson School District website, [www.wilsonsd.org](http://www.wilsonsd.org).

Questions regarding the Bid Documents shall be submitted by email to Randy S. Williams, Sr., Director of Transportation, by email at [wilran@wilsonsd.org](mailto:wilran@wilsonsd.org) no later than 5:00 p.m. on Friday, January 8, 2021.

Timely submitted Bids will be publicly opened and read aloud at 10:15 a.m. local time, on Wednesday, January 13, 2021 the District’s Administration Building, located at 2601 Grandview Boulevard, West Lawn, Pennsylvania, 19609.

**End of Document**

## GENERAL CONDITIONS

These General Conditions shall apply to and become part of the contract for the supply of goods and services set forth herein between the successful Bidder (the “Supplier”) and the Wilson School District (“Wilson School District” or the “School District”).

**Bid Documents:** The Bid Documents consist of the “Request for Bids,” “General Conditions,” “Non-Collusion Affidavit,” “Bid Form,” “Form of Contract,” and Specifications. The Bid Documents have been prepared by and may be obtained from the transportation offices of Wilson School District; by phoning (610) 670-0180, ext. 1231 weekdays between the hours of 8:30 a.m. and 4:00 p.m.; by emailing [wilran@wilsonsd.org](mailto:wilran@wilsonsd.org); or by accessing the business office page of the School District website, [www.wilsonsd.org](http://www.wilsonsd.org). The Bid Documents are made available only for the purpose of obtaining Bids for the Project. Their availability does not grant a license for any other purposes.

Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the District for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications must be in writing and received by the District at [wilran@wilsonsd.org](mailto:wilran@wilsonsd.org) no later than 5:00 p.m. local time on Friday, January 8, 2021. All clarifications, modifications, and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the District with a mailing and email address and shall be posted on the business office page of the School District. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the District unless issued in an Addendum.

**Contract Documents:** The documents that will form the Contract between the School District and the Supplier include the “Request for Bids,” “General Conditions,” fully executed “Form of Contract,” executed “Bid Form,” notarized “Non-Collusion Affidavit,” and “Specifications” (collectively, the “Contract Documents” or the “Contract”). Defined terms in the General Conditions shall apply to all of the Contract Documents.

**Bid Form:** Each Bidder must submit its Bid on the “Bid Form” and must also submit therewith a notarized Non-Collusion Affidavit. The School District will notify the successful Bidder at the time when Bids are awarded.

**Permits:** Supplier shall obtain and maintain all permits required by law; shall perform its obligations hereunder in accordance with the terms of the Contract Documents and to the satisfaction of the School District; and shall comply with all laws, rules, and regulations of the U.S. Government and Commonwealth of Pennsylvania, and any department or agency thereof. Supplier is responsible for determining which federal and state laws, rules, and regulations apply to the Contract and ensuring Supplier’s compliance therewith.

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Intent of Specifications: The successful Bidder shall abide by the true intent of the Specifications and Contract Documents.

Nature of Agreement: The quantities listed on the detailed Specifications are merely estimates of the School District's needs, and are provided solely for bidding purposes so that Bidder can provide a price. Those quantities that are listed on the detailed Specifications are strictly estimates, and the School District is not committing to purchase such estimated amounts, nor is the School District committing to purchase any minimum amount of fuel, and can purchase none if the School District so chooses. Furthermore, the School District may purchase a greater quantity than the quantity listed on the detailed Specifications, if the School District elects to do so, in its sole and absolute discretion, at the same cost per liter as stated in the Bid.

Price: Supplier warrants that the Bid Price stated on the Bid Form is the lowest net price charged by Supplier to any other customer for like goods or services in like quantities under similar conditions. If Supplier quotes a lower price for like goods to another customer within thirty (30) days after delivery of such goods to the School District, Supplier shall promptly pay to the School District a rebate in the amount of the difference of such amounts within ten (10) days of making such lower quote. The Bid Price shall incorporate all of Supplier's costs, and no additional costs shall be paid by the School District for any expense, including, but not limited to, delivery, taxes, insurance, permits, labor, fees, etc.

Delivery: The successful Bidder will be required to begin wet hose propane delivery at the School District following the School District's transmittal of a fully executed Contract and no later than January 29, 2021. Delivery shall be to the School District's transportation facility located at 2900 Windmill Rd., Sinking Spring, PA 19608.

As detailed in the Specifications, wet hose fueling for all of the District's propane buses must be complete by 2 p.m. local time each Monday, Wednesday, and Friday. Late deliveries will result in a one percent (1%) late fee for each day the delivery, or any portion thereof, is late, which late fee shall be applied to such delayed item's invoice, or any other invoice. The late fee provided herein shall not be the exclusive remedy of the School District upon a failure of Supplier to perform hereunder, and shall not interfere with or limit any other rights and remedies available to the School District upon a breach of the Contract Documents.

The School District, through its designated agent, shall have full power and authority to reject any propane which, in the agent's opinion, is not in strict compliance and conformity with the requirements of the Specifications, and the decisions of the School District or its agent shall be final, conclusive, and without exception or appeal. The Supplier shall be held responsible for nonconforming propane, and shall replace the nonconforming propane with conforming propane with all due speed.

Failure to comply with these General Conditions, the Specifications, or any other Contract Document is sufficient reason to refuse acceptance of any delivery, or portion thereof, with no liability accruing to the School District.

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Upon acceptance as provided herein, providing the applicable invoices have been received by the School District, payment for such items will be made by the School District within thirty (30) days of such approval.

Standard of Quality: Supplier will provide propane that meet the requirements in the Specifications. The School District is the sole determiner as to the quality and performance of the goods supplied by Supplier and the goods' conformance with the Specifications.

Bid Rejection: Bids that are unsigned, improperly signed or sealed, or illegible, shall be rejected. The School District reserves the right and sole discretion to reject any or all Bids or parts of a Bid and to waive any informalities as received, in the School District's best interests. Bids containing minor irregularities or informalities, not relating to price, time, or changes in the goods to be supplied pursuant to the Contract, may be rejected at the School District's sole discretion. The School District reserves the right to waive any such informalities or irregularities when a waiver is in the School District's interest. If a Contract is awarded, it will be to the lowest responsible Bidder chosen by the School District, provided its Bid is reasonable and in the School District's interest to accept.

Bid Withdrawal: Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered to the extent permitted by law.

Prohibited Discrimination: The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L. 744) (43 P.S. §§ 951, et seq.) and the Human Relations Contract Compliance Regulations, 16 Pa. Code 49.101, all of which may be amended from time to time, prohibit certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. Supplier shall agree to comply with the provisions of this Pennsylvania Human Relations Act and the Human Relations Contract Compliance Regulations, which are made part of these General Conditions as if included herein at length. (24 P.S. § 7-755)

Supplier's Insurance: Supplier shall not commence deliveries under the Contract until it has obtained all the insurance required under this paragraph and such insurance has been approved by the School District, nor shall Supplier allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved by the School District as provided herein. All of the Supplier's liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom the Supplier and subcontractors have purchased insurance coverage are to have an A- or better rating plus a financial rating of VI or better with the "AM Best's Company Key Rating Guide" – latest edition.

- (a) Workers' Compensation and Employer's Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Workers' Compensation Coverage at statutorily required levels, and Employers Liability Limits not less than: Bodily Injury by Accident - \$100,000; Each Accident Bodily Injury by

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Disease - \$100,000; and Each Employee Bodily Injury by Disease - \$500,000 Policy Limit.

- (b) General Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Commercial General Liability (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages), Occurrence Form in an amount of not less than \$6,000,000 per occurrence and aggregate. The \$6,000,000 liability limit may be arrived at by any combination of underlying and umbrella/excess policies.
- (c) Supplier's Automobile Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Automobile Liability Insurance in amount not less than \$6,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$6,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$6,000,000 which Liability and Property Damage Insurance shall include all hired automobiles and all non-owned automobiles used by Supplier. The \$6,000,000 liability limit may be arrived at by any combination of underlying and umbrella/excess policies.
- (d) Subcontractor's General Liability Insurance, Protective Liability and Property Damage Insurance, and Automobile Liability and Property Damage Insurance: Supplier shall require each of its subcontractors to procure and to maintain during the life of its subcontract insurance that meets the same requirements made of the Supplier under this Contract, including, but not limited to, the naming of the School District as an additional named insured.
- (e) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b), (c), and (d) hereof, shall provide adequate protection for Supplier and his subcontractors, respectively, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured and, also, against any special hazards which may be encountered in the performance of this Contract.
- (f) Proof of Carriage of Insurance: The Supplier shall procure, and shall keep in force for the duration of this Contract, a policy or policies of liability insurance, in the types and amounts described above, wherein the School District is named as an additional insured party, issued by a company which is satisfactory to the School District, covering all claims for personal injury, death, and property damage which arise out of or are in anyway related to any act done or omitted with respect to Supplier's performance of the Contract or in the course of such performance. Each such policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel it has been given to the School District. Before performing any work for the School District

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hereunder, Supplier shall furnish the School District with a certificate of insurance from the insuring company, as evidence that such liability insurance has been obtained. In addition, all of the Supplier's insurance policies shall be primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct type of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Supplier shall be deemed to be in default.

Reports, Records, and Data: Supplier and each of its subcontractors shall submit to the School District such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the School District may request concerning work performed or to be performed under this Contract.

Prohibited Interests: No official of the School District who is authorized in such capacity and on behalf of the School District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving, the Contract or any portion thereof, shall become directly or indirectly interested personally in the Contract or in any part thereof and Supplier shall immediately notify School District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer, or inspector of or for the School District who is authorized in such capacity and in behalf of the School District to exercise any legislative, executive, supervisory, or other similar functions in connection with the Contract shall become directly or indirectly interested personally (except in such professional capacity) in the Contract or in any part thereof. (18 Pa. C.S. §7503; 62 Pa. C.S.A. §4501 et. seq.)

Assignments and Subcontracting: Supplier shall not assign or subcontract the whole or any part of the Contract or any moneys due or to become due thereunder without written consent of the School District. In case Supplier assigns all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Supplier shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in the Contract.

Termination For Cause: In the event of termination for cause, the School District, in addition to all other damages recoverable by law, may recover from the Supplier legal fees, professional fees, costs, expenses, including, but not limited to, employee time attributable to said events, and the Supplier shall immediately pay the School District for the same. In the event the Supplier fails to adhere to this contractual provision or other requirements of the Contract, whether the subject provision is material or not, to the extent the School District incurs legal fees, professional fees, costs or expenses, of any kind, in the School District's attempts to enforce such provisions, the School District shall be entitled to assess and the Supplier shall be liable for the same to the School District. In such event, the School District may deduct such amounts from any application for payment, or other amounts invoiced by the Supplier.

Termination For Convenience: If the School District terminates the Supplier for convenience, the School District shall pay only so much of the contract price as is then due the Supplier for work

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performed or materials supplied in accordance with the Contract Documents in a manner satisfactory to the School District and nothing more.

Timing: Time is of the essence in the performance of the Contract Documents. If conforming goods are not delivered on the schedule set forth herein or as otherwise required by the School District, the School District may terminate the Contract, purchase order, or any portion thereof, by written notice and obtain substitute services or goods elsewhere. Supplier shall promptly reimburse the School District for any loss or increased costs, including but not limited to downtime or overtime costs, incurred by the School District as a result of obtaining such substitute goods or services.

The Contract Term shall run from the date of full execution of the Contract until June 30, 2021.

Taxes: Supplier is solely responsible for the payment of any sales, use, or other tax or duty levied or based on the price of any goods, work, or services provided pursuant to the Contract Documents. If the School District pays any such tax or duty, Supplier shall promptly reimburse the School District therefor.

Payment: Supplier shall submit invoices for the total volume of propane dispensed for the previous calendar month by the 15<sup>th</sup> day of the following month. Invoices shall be submitted to Randy S. Williams, Sr., Director of Transportation, at 2900 Windmill Rd., Sinking Spring, PA 19608. The School District will issue payment on properly submitted invoices for all undisputed amounts within thirty (30) days of receipt.

Invoice Disputes: The School District may dispute invoiced amounts and withhold the disputed amount while the parties try to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under the Contract Documents. Payment of any fees by the School District shall not waive any rights, claims or remedies.

Limitation of Liability: Notwithstanding anything to the contrary, in no event shall the School District's cumulative liability to Supplier for all claims, liabilities, losses, damages, costs, and expenses relating to the Contract Documents, or the goods or services provided thereunder, exceed the amount of the purchase price for any such goods or services that gave rise to such claims, liabilities, losses, damages, costs or expenses, less any amounts already paid by the School District for such goods or services. The School District shall not be liable to Supplier for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive, or consequential damages under the Contract Documents or relating to the goods and services provided thereunder.

Indemnification: Supplier shall indemnify, defend, and hold harmless the School District, and its affiliates, officers, elected officials, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs, and expenses (including, without limitation, reasonable attorney' fees, paralegal fees, expert fees, and consultant fees) arising out of, or in connection with (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or nonperformance by Supplier under the Contract Documents; (b) breach of any term, condition, covenant, agreement, representation, or warranty



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by Supplier; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, goods, or services furnished by Supplier under the Contract Documents or the processes or actions employed by or on behalf of Supplier; (d) injury or death to persons or any real or personal property damage, arising from or relating to the goods or services provided by Supplier under the Contract Documents or acts or omissions of Supplier or its officers, directors, employees, agents, contractors, or subcontractors; or (e) claims arising from or relating to injuries to or death of Supplier's employees, including, but not limited to, claims based upon allegations of negligence of the School District. The indemnity provided in clause (e) is applicable to claims for which Supplier has or may have immunity under the Pennsylvania Workers' Compensation Act, or other similar law, and Supplier agrees and acknowledges that by undertaking to indemnify the School District, Supplier is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workers' Compensation Act, or any other similar law. Supplier's obligations under this section shall not be limited to its insurance coverage.

Materials, Services, and Facilities: It is understood that Supplier shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, and all other services and facilities of every nature, whatsoever necessary to execute, complete, and deliver the goods within the specified time. All delivery and transportation costs must be incorporated into the Bid Price.

Notice: The term "Notice" as used throughout the Contract Documents shall mean written notice. Written notice shall be deemed to have been duly served when delivered personally to or at the last known business address of the person, firm, or corporation for whom intended; to his, her, their, or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, her, their, or its last known business address and deposited in a United States Mail Box.

Supplier's Obligations: Supplier shall and will, in a good and workmanlike manner, do and perform all work and furnish all goods in accordance with the terms and conditions provided by the Contract, within the time herein specified, in accordance with the provisions of the Contract. Supplier shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract, and shall do, carry on, and complete the obligations arising out of the Contract to the satisfaction of the School District.

Workers' Compensation Act: Supplier shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Pennsylvania Workers' Compensation Act, 77 P.S. §1 et seq., and any supplements or amendments thereof, including any which may be passed hereafter and shall insure his liability thereunder, or file with the Wilson School District, a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

Observance of Laws: Supplier at all times shall observe and comply with all federal and state laws and local ordinances and regulations in any manner affecting or relating to the Contract Documents and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over or relating to the Contract Documents, and shall indemnify, defend, and hold harmless the School District and all its officers, elected officials,

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agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, whether by itself or its employees. Bidders are responsible for determining which federal and state laws, rules, and regulations apply to the Contract, and the Successful Bidder is responsible for ensuring its compliance therewith.

Jurisdiction; Venue: Any suit, action, or other proceeding seeking to enforce, or in any way relating to, any provision of the Contract Documents shall be brought only in the Court of Common Pleas of Berks County, Pennsylvania. By submitting a Bid, Bidders irrevocably consent and submit to the jurisdiction and venue of such court. Bidders irrevocably waive any objection which they may have to the laying of the venue of any suit, action, or proceeding related in any way, without limitation, to the bidding process, the award of the Contract, or the performance of the Contract, brought in such court and any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum or that such courts lack jurisdiction.

Severability: If any provision of these General Conditions or the Contract Documents, or any portion thereof, is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions will remain in full force and effect. Any provision of these General Conditions or any Contract Document held invalid or unenforceable only in part will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Neither the failure nor delay by the School District in exercising any right, power, or privilege under these General Conditions or the Contract Documents will operate as a waiver of any such right, power, or privilege, and no partial exercise of any such right, power, or privilege will preclude further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

Governing Law: The Contract Documents and transactions contemplated thereby shall be governed by, and construed in accordance with, the domestic internal laws of the Commonwealth of Pennsylvania, without regard to its principles pertaining to the conflict of laws.

Confidentiality: The School District, or third parties on the School District's behalf, may disclose to Supplier certain confidential or proprietary information ("the School District Confidential Information"). For a period of five (5) years after termination or expiration of the Contract Documents, Supplier shall not disclose and shall, to the extent within its control, prevent the disclosure by others of the School District Confidential Information to any third party without the prior written consent of the School District. Supplier agrees not to use, or make copies of, the School District Confidential Information except as required for the performance of its obligations under the Contract Documents, and agrees to limit access to the School District Confidential Information to its own employees, agents and consultants strictly on a "need to know" basis; provided, however, that such agents and consultants have executed an agreement with Supplier with confidentiality provisions at least as restrictive as those contained herein. Upon expiration or termination of the Contract Documents, or if requested by the School District, Supplier shall, to the extent possible, promptly return all of the School District Confidential Information. Supplier acknowledges that the disclosure of the School District Confidential Information of the other may give rise to irreparable injury that may be inadequately compensable in damages. To the extent Supplier breaches, or the School District could reasonably believe Supplier may breach, its

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confidentiality obligations stated herein, Supplier consents to the School District obtaining injunctive relief to prevent, or otherwise limit the damages of, any such breach or threatened breach and waives any requirement for the School District to post any bonds or collateral in connection therewith.

Under Pennsylvania’s “Right to Know Law,” 65 P.S. § 67.101, et seq., public records are required to be open for reasonable inspection. All Bid information, including detailed price and cost information, will be held in confidence while the District is evaluating the Bids. After the District and Successful Bidder have executed the Contract, all Bids will become public records. Trade secrets and other confidential proprietary data contained in the Bid may be held confidential if the Bidder requests in writing that the District does so and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Bidder must be clearly identified in the Bid, and the Bidder must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Information that is to remain confidential must be marked “Proprietary & Confidential” on each page within the Bid where such information exists. Blanket statements that the entire Bid is confidential shall be unacceptable.

Warranties. Supplier warrants that all goods, work, or services furnished pursuant to the Contract Documents shall, as appropriate: (a) be new and free from defects; (b) conform to all designs, plans, and Specifications; (c) be performed in a good, professional, and workmanlike manner; (d) be merchantable, safe, fit, and appropriate for the School District’s particular purpose and use; and (e) be delivered free and clear of any claims, liens, or encumbrances whatsoever.

Waiver of Consequential and Incidental Damages: The Supplier waives claims against the School District for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to consequential damages incurred by the Supplier for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of actual and expected profits and any incidental damages of any kind, nature, or type.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Supplier and/or the School District’s termination of the Contract.

### Interpretations:

- (a) Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.
- (b) The captions and headings of various paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- (c) The invalidity of any covenant, restriction, condition, limitation, or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

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- (d) The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of contra proferentum, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR WILSON SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.

**Changes, alterations or interlineations in the Bid are not permitted.**

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**FORM OF CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the WILSON SCHOOL DISTRICT (hereinafter, the “School District”), and \_\_\_\_\_ (hereinafter, the “Bidder”),

1) A Corporation known as \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_.

OR

2) A Partnership known as \_\_\_\_\_ consisting of the following partners \_\_\_\_\_.

OR

3) An individual \_\_\_\_\_ trading as \_\_\_\_\_ whose address is \_\_\_\_\_ City of \_\_\_\_\_

WITNESSETH, that the parties hereto for the consideration stated, intending to be legally bound hereby, mutually agree as follows:

1. Bidder agrees to begin furnishing propane wet hose fueling services in the amounts requested by the School District and in strict accordance with the Specifications, General Conditions, and other Contract Documents attached hereto and referred to herein, all of which are made a part hereof, including, but not limited to, all conditions, instructions, requirements, and statements contained therein, not later than \_\_\_\_\_, at a cost of \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ cents per gallon (\$\_\_\_\_\_.00/gal.).

2. The General Conditions and the other Contract Documents (as that term is defined in the General Conditions) are hereby incorporated by reference herein as if herein stated in their entirety, and the parties hereto agree to be bound thereby.

Bidder \_\_\_\_\_

WILSON SCHOOL DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attest Secretary:

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**BID FORM**

**Wilson School District – 2021  
PROPANE WET HOSE FUELING BID**

Wilson School District  
2601 Grandview Boulevard  
West Lawn, Pennsylvania 19609

DATE

\_\_\_\_\_

BIDDER

\_\_\_\_\_

Attn: Wilson School District Business Office

Re: Propane Wet Hose Fueling 2021

The following Bid is submitted in response to your Request for Bids.

This Bidder has carefully examined the Bid Documents and certifies that it fully understands the requirements thereof. This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver propane by wet hose fueling in accordance with the Specifications, in an expeditious and workmanlike manner, and to the complete satisfaction and acceptance of the District for the price hereinafter stated.

This Bidder understands that a Non-Collusion Affidavit must be submitted concurrent with this Bid submission.

Bidder understands the following supplements to the Bid Form must be executed and submitted to the District within five (5) business days after notification is received it is the lowest, responsible Bidder and that failure to return these documents within such time shall be a deficiency in the Bid and cause for the District to reject this Bid and award the Contract to another entity:

Contract Form

Certificate of Insurance

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof.

It is understood that the District reserves the right to reject any or all Bids, or part(s) thereof or item(s) therein, and to waive technical deficiencies with the Bid if it is in the best interests of the District. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

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The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the District.

The Base Bid and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

**BASE BID**

**\*\*Price quoted shall include the cost of shipment/delivery.\*\***

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents per gallon (\$\_\_\_\_\_.\_\_\_\_/gal.).

**ADDENDA**

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received). Bidder understands that it had the responsibility to confirm its receipt of all Addenda prior to the submission of its Bid. Addenda properly issued by District and not listed herein shall be cause for rejection of the Bid.

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**IDENTIFICATION OF BIDDER**

Bidder \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Please check the appropriate category:

\_\_\_\_\_ Sole Proprietorship                      \_\_\_\_\_ Partnership

\_\_\_\_\_ Pennsylvania Corporation                      \_\_\_\_\_ Foreign Corporation Registered in PA

Other: \_\_\_\_\_ (please identify)

State of Organization: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

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All correspondence and notices to the Bidder related to this Bid and Contract, if awarded, shall be directed to:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_<sup>+</sup>

<sup>+</sup>Correspondence directed to the aforementioned email address shall be deemed received by the Bidder on the date the email was transmitted.

**BIDDER QUALIFICATIONS**

Describe your experience wet hose fueling propane school buses, including the number of years of experience, number of customers, and geographical area of experience (attach an additional sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby certifies that this Bid is genuine and not sham, collusive, fraudulent, or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm, or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself or herself any advantage over any other bidder.

**SIGNATURES**

Witness or Attest:

\_\_\_\_\_  
An Officer, if Bidder is corporation, if not a corporation, any competent adult

\_\_\_\_\_  
Owner, Partner, or President/Vice President\*

\* Bidder to circle appropriate term.



**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, 62 Pa.C.S. § 4501 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 of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In 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 may result in disqualification of the bid.
7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

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**NON-COLLUSION AFFIDAVIT**

**WILSON SCHOOL DISTRICT**

Commonwealth of Pennsylvania :  
: s.s.  
County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of My Company),

the Bidder that submitted that attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company 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 by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(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 company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

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

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of My Company)

employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in

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any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(Name of My Company)

the above representations are material and important, and will be relied on by the Wilson School District in awarding the Contract(s) for School Buses which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Wilson School District of true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

My Commission Expires:

**SPECIFICATIONS**

**Delivery Site:           Wilson School District Transportation Facility  
                                  2900 Windmill Rd.  
                                  Sinking Spring, PA 19608**

- The School District estimates that approximately 7,800 gallons of propane will be needed between 1/15/21 to 6/30/21; this is an estimate and subject to change without any additional compensation.
- Propane must be HD-5 Propane.
- Supplier shall meter the amount of propane dispensed and provide a receipt for said amount with each invoice submitted. The metering system shall be functioning properly.
- The Supplier shall have documented experience wet hosing propane school buses, ideally in the Commonwealth of PA.
- The Supplier shall wet hose fuel (until at school bus capacity) the School District's propane school buses at the location identified above by 2:00 p.m. prevailing time on Monday, Wednesday, and Friday each week during the Contract Term.
- The School District reserves the right to alter the wet hosing schedule identified above with two (2) business days' advance written notice.