

WILSON SCHOOL DISTRICT – PROPANE TANK ACQUISITION AND INSTALLATION  
AND PROPANE SUPPLY

**ADDENDUM NO. 1**

**Date: March 30, 2021**

**Project: PROPANE TANK ACQUISITION AND INSTALLATION AND PROPANE  
SUPPLY**

Wilson School District  
2601 Grandview Blvd.  
West Lawn, PA 19609

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The following items are clarifications, additions, and/or revisions to the original specifications. This Addendum forms a part of the Contract Documents for the above referenced project, and hereby modifies and takes precedence over the original Bid Documents as though originally included therein. Bidders shall acknowledge receipt of this Addendum by indicating the Addendum number and date in the space provided on the Bid form.

1) Section 16 of Document No. 4, the General Conditions, is removed and replaced with the following language:

A. Term. The Propane Supply Contract shall run for one year, from July 1, 2021, to June 30, 2022 (the “Initial Term”), with two (2) 1-year renewal terms (each, a “Renewal Term”), to be exercised at the District’s option upon thirty (30) days notice in advance of the expiration of the then-current term. Bidders shall submit all-inclusive, fixed pricing for the Initial Term and each potential Renewal Term.

2) Document No. 7, Bid Form – Propane Supply Contract, is removed and replaced with the Bid Form – Propane Supply Contract attached hereto.

3) Document No. 9, the Non-Collusion Affidavit, is removed and replaced with the Instructions and Non-Collusion Affidavit attached hereto.

4) **Question from Prospective Bidder:** As you know, [Third Party] and [Prospective Bidder] work together to manage the construction of the tank skid and placement. [Prospective Bidder] acts as the liaison and provides coordination between [Third Party] and owner. In this case, do you want references on both parties? Construction contracts on other work would be from [Third Party] but we could provide resumes/bios on [Third Party] AND myself representing [Prospective Bidder]. I might suggest that we would provide contracts of all of the school work that we’ve done together. Will this suffice? Equipment inventory would be [Third Party]. Credit available for both companies or just [Prospective Bidder]? If my questions are not making sense, I would be happy to talk more in person.

**Answer: Bidders shall provide complete and thorough responses to all requests for information contained within the Bidding Documents, including information**

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requested in Document 8, the Bidder’s Qualification Statement. If a complete and thorough response requires the addition of information for an intended Subcontractor of the Bidder, the Bidder should include that information, identifying clearly which information applies directly to the Bidder, and which information applies to the Bidder through its Subcontractor, who shall be identified. Please note that the Successful Bidder is serving as the Contractor, and not merely a “liaison” between the District and a Subcontractor. The Contractor is ultimately responsible for the quality of all goods provided and Work performed pursuant to its Contract with the District. Bidders may only rely on information provided within an Addendum.

5) **Question from Prospective Bidder:** is Wilson acting as GC between trades or will the propane tank acquisition project awardee responsible for that oversight?

**Answer:** Wilson School District is responsible for coordinating the trades.

6) **Question from Prospective Bidder:** Section 23 states “upon ten days’ written notice to contractor, the district may, with or without cause and without prejudice to any other right or remedy, elect to terminate the contract.” I’ve never seen this and is a little daunting. I do see where if contractor is without fault, contractor shall be entitled to receive payment for all satisfactory services or work completed. Can you expand on why this is here and what would be a reason for termination?

**Answer:** This is a standard clause that the District includes in its contracts.

7) **Question from Prospective Bidder:** Bid Form states that the successful bidder shall provide Performance and Payment bond and other documentation within seven (7) calendar days. Could this be amended to business days?

**Answer:** No, but federal holidays will not be counted in the seven (7) calendar day calculation.

8) **Question from Prospective Bidder:** Document 4-9 – just want to be sure I understand “Term” – we are to lock in pricing and supply to our suppliers for three years of fixed prices but after the first year we will not know if we are guaranteed the subsequent year until 30 days prior? Then the “alternate” would be one price for the full three-year term?

**Answer:** See No. 1, above. By way of further response, under the Base Bid, the District and the Successful Bidder will enter into a Contract for the Initial Term. Within thirty (30) days of the end of that Initial Term, the District will notify the Contractor whether the District intends to extend the Contract by one Renewal Term. The price for that first Renewal Term is included and fixed on the Bid Form. In the event that the District elects a first Renewal Term, within thirty (30) days of

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**the end of that first Renewal Term, the District will notify the Contractor whether the District intends to extend the Contract by a second Renewal Term. Under the Alternate, the Bidder supplies one fixed cost for a single three (3) year term.**

9) **Question from Prospective Bidder:** Finally, under quantity, the district is not committing to any amount of gallons, correct? We would require that the district would not allow any other providers to provide fuel during the contracted term with the successful bidder.

**Answer: Correct – the District is not committing to any amount of propane to be purchased. The District’s estimate of the amount to be purchased, as stated in the Specifications, is an estimate only. Additional terms and conditions, besides those included in the Bidding Documents, shall not be included in the Contract.**

10) **Question from Prospective Bidder:** Document 5-2 Base Bid – “The sum for the Propane Tank Acquisition and Installation and Propane Supply Project” – I am assuming that this is only the dollar amount associated with the propane tank skid and NOT the propane supply. Could this be amended to “The sum for the Propane Tank Acquisition and Installation”?

**Answer: Correct. Document No. 5 is the Bid Form for the General Construction Contract, which is limited to the General Work – the acquisition and installation of the Propane Tank, exclusive of the related Electrical Work. It also does not include the subject of the separate Propane Supply Contract (Document No. 11), which is the contract for supplying the propane.**

11) **Question from Prospective Bidder:** Document 6-1 (Electrical Contract) on Document 6-2 The same wording is in 5-2 – could this be amended to “The sum for the Propane Tank Acquisition and Installation Electrical Scope”?

**Answer: Document No. 6 is the Bid form for the Electrical Contract. The Electrical Contract is the contract for all Electrical Work required for the successful installation and operation of the Propane Tank as described in the Specifications. The Electrical Work does not include General Work or the supply of propane under the Propane Supply Contract.**

12) **Question from Prospective Bidder:** Document 7-2 – Base bid – I don’t know how to word the differences for line: Year One: \_\_\_\_\_dollars per gallon (\$\_\_\_\_\_/gal.) Would it be appropriate to just write the same thing in both blanks i.e. \$.984?

**Answer: Please see the revised Bid Form, Document No. 7, attached hereto.**

13) **Question from Prospective Bidder:** Concerning electrical – we all believe it would be most responsible and efficient to have the same electrician who is doing the site

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electrical be the same to do the subsequent electrical tie-in work on the infrastructure. Is this at all possible? Is it correct to assume that this bid spec has been made available to electricians and they will be separately bidding on this work?

**Answer: The Electrical Work for the related but separate project, the Transportation Center Propane Fueling Station Installation Project (“Transp. Installation Project”), and this Project, have been bid out separately and will be awarded separately. The Successful Bidder for the Electrical Contract for the Transp. Installation Project may bid on the Electrical Contract for this Project. The Drawings for this Project are the same as the Drawings for the Transp. Installation Project.**

14) **Question from Prospective Bidder:** Confirming that the required fuel nozzles for the dispenser would be the “quick connect” or Staubli as opposed to the ACME version?

**Answer: Correct. The nozzles must be quick connect Staubli style.**

15) **Question from Prospective Bidder:** The specifications call for “the fuel management system shall be compatible with the District’s current fuel management system” – could you please clarify specifically what your current system is?

**Answer: The District currently uses Gasboy software and has Veeder-Root TLS-350 Plus hardware.**

16) **Question from Prospective Bidder:** Concerning the site drawing attached to the Bid Specifications – Is there a minimum of 25’ separation from existing point of transfer (other fuel pumps) and new propane storage tank? The requirement in NFPA 58 is a minimum 20’ separation from the point of transfer from diesel pump to the propane vessel.

**Answer: There will be a minimum of 25’ separation from the existing point of transfer (other fuel pumps) and the new propane storage tank. A revised site drawing will be attached to a future Addendum.**

END OF DOCUMENT

**WILSON SCHOOL DISTRICT**  
**Propane Tank Acquisition and Installation and Propane Supply Project**

**BID FORM – PROPANE SUPPLY**

Wilson School District  
2601 Grandview Boulevard  
West Lawn, Pennsylvania 19609

DATE

\_\_\_\_\_

BIDDER

\_\_\_\_\_

Attn: Randy Williams, Director of Transportation

Re: Propane Tank Acquisition and Installation and Propane Supply Project (“Project”)

Contract: Propane Supply

The following Bid is submitted in response to your Invitation to Bid.

The Bid Security, if required by the Instructions to Bidders, in the amount of ten percent of the Base Bid plus any additive alternatives is enclosed with the Bid. It is agreed by this Bidder that the Bid Security shall be forfeited to the Wilson School District (“District”) if this Bidder fails deliver to the District the executed the Contract, Verification Form required by the Pennsylvania Employment Verification Act, Detailed Cost Break-Down (if applicable), and certificate of insurance evidencing the insurance coverages required by the General Conditions within seven (7) calendar days after receipt of the Notice of Intent to Award.

This Bidder has carefully examined the Bid Documents and the Project site, 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 in accordance with the Specification in an expeditious and workmanlike manner to the complete satisfaction and acceptance of the District for the price hereinafter stated.

This Bidder submits this Bid with the understanding that the work encompassed in the Bid Documents shall be commenced immediately upon receipt of the Notice to Proceed and that the time for the delivery of the propane shall be considered of the essence.

This Bidder understands the following supplements to the Bid Form must be submitted concurrent with this Bid submission.

Bid Security (if the Base Bid plus any additive alternatives exceed \$5,000)  
Non-Collusion Affidavit  
Bidder’s Qualification Statement

Bidder's Initials:\_\_\_\_\_

Bid Form – Propane Supply  
Document 7 - 1

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Bidder understands the following supplements to the Bid Form must be executed and submitted to the District within seven (7) days after notification is received that it is the lowest, responsible Bidder and that failure to do so within such time shall be a deficiency in the Bid and cause for the District, in the District's sole discretion, to reject this Bid, award the Contract to another entity, and retain this Bid security as liquidated damages:

- Contract Form
- Certificate of Insurance
- Detailed Cost Break-Down (if applicable)
- Verification Form

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. The District may reject this Bid if any required information has been omitted and/or if any forms are missing notarization, if necessary. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

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**

The all-inclusive, fixed cost for the propane to be supplied during:

Initial Term: \_\_\_\_\_ Dollars per Gallon (\$\_\_\_\_\_/gal.)

Renewal Term No. 1: \_\_\_\_\_ Dollars per Gallon (\$\_\_\_\_\_/gal.)

Renewal Term No. 2: \_\_\_\_\_ Dollars per Gallon (\$\_\_\_\_\_/gal.)

**ALTERNATE**

The all-inclusive, fixed cost for the propane to be supplied for three (3) years:

\_\_\_\_\_ Dollars per Gallon (\$\_\_\_\_\_/gal.)

Bidder's Initials: \_\_\_\_\_ Bid Form – Propane Supply  
Document 7 - 2

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**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: \_\_\_\_\_

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: \_\_\_\_\_

+Correspondence directed to the following email address shall be deemed received by the Bidder on the date the email was transmitted.

Bidder's Initials \_\_\_\_\_

Bid Form – Propane Supply  
Document 7 - 3

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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.

END OF DOCUMENT

Bidder's Initials \_\_\_\_\_

Bid Form – Propane Supply  
Document 7 - 4



**WILSON SCHOOL DISTRICT**  
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**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antirigging 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**

Commonwealth of Pennsylvania :  
: s.s.  
County of :

I state that I am the \_\_\_\_\_ of \_\_\_\_\_ the Bidder  
(Title) (Name of My Company)  
that submitted the 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 any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:\_\_\_\_\_.

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I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of My Company)  
representations are material and important, and will be relied on by Wilson School District in  
awarding the contract(s) for Project for 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 of true facts relating to the submission of Bids for this  
contract.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

My Commission Expires:

END OF DOCUMENT