



**COUNCIL ROCK SCHOOL DISTRICT**

**Administration & Business Office**

30 North Chancellor Street

Newtown, PA 18940

215-944-1000

**No. 2 Fuel Oil and Unleaded Gasoline Supply**

**BID NO. 23-15**

**April 6, 2023**

Council Rock School District  
30 North Chancellor Street  
Newtown, PA 18940

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**COUNCIL ROCK SCHOOL DISTRICT**  
**Administration & Business Office**  
30 North Chancellor Street  
Newtown, PA 18940  
215-944-1000

April 6, 2023

Prospective Bidders:

Attached herewith are instructions and proposal sheets covering the requirements for **No. 2 Fuel Oil and Unleaded Gasoline Supply Bid** that will be used within the Council Rock School District, Bucks County, Pennsylvania during the school year **2023-2024**: Please submit one (1) copy of your bid proposal clearly marked **No. 2 Fuel Oil and Unleaded Gasoline Supply Bid "Sealed Bid –Bid No. 23-15"** on or before **2:00PM on Tuesday, April 25, 2023** and submit it to:

Donna Heverly  
Purchasing Secretary  
Council Rock School District  
30 North Chancellor Street  
Newtown, PA 18940

Council Rock School District is an equal opportunity education institution and will not discriminate on the basis of race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job-related disability in its activities, programs, contracts or employment practices.

For information regarding civil rights or grievance procedures, contact Dr. Andrew Sanko at Council Rock Administration Offices, 30 North Chancellor Street, Newtown, PA 18940. For information regarding services, activities and facilities that are accessible to and usable by handicapped or disabled persons, contact Anthony Devlin, Director of Special Services.

Notwithstanding anything contained herein expressly or implicitly to the contrary, the Council Rock School District reserves the right to reject any or all bid proposals submitted in response hereto. By submitting a bid proposal hereunder, a bidder acknowledges that this invitation for bid proposals does not constitute an offer to contract and, further, that no agreement between the Council Rock School District and any bidder shall be formed until and unless such agreement is reduced to a writing dated subsequent to the submission deadline for bids and in a form substantially similar to the Independent Contractor Agreement set forth below and signed by the President of the Board of the Council Rock School District.

Respectfully,  
**Council Rock School District**  
Jessica Binda  
Supervisor of Facilities/Physical Plant

**Instructions to Bidders**

1. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at the bidders' risk. (When applicable, Bidders are expected to inspect the site and become familiar with the specifications, all measurements and other documents that would form part of the contract and requirements as necessary to satisfy themselves in regard to the character and amount of work required. Bids must be signed by an authorized officer or agent of the Bidding Company together with proof of corporate authority and corporate seal affixed to the last page of the bid.)
2. There is no pre-bid meeting scheduled.
3. Bidder shall furnish the information required by the Bid Form. The person signing the bid must initial erasures or other changes.
4. Unit Prices for each unit bid shall be shown and such price shall include all packing and shipping costs.
5. The Unit Price quoted shall be the net price for each item. If the bidder submits a discount for the award total contract or any part thereof, such discount will not be considered in making the Award of the Contract.
6. Quantities as listed on the specifications are the totals for all buildings of the Council Rock School District. However, when Award of the Contract is made in the form of Purchase Orders for supplies for each of the buildings of the school district and to be delivered to each of such buildings free of all charges for transportation.
7. The Contract to furnish the supplies will be awarded to the responsible bidder whose bid, conforming to these instructions, will be most advantageous to Council Rock School District, price and other factors considered.
8. When Contract and Purchase Orders are issued to the successful bidder, the Council Rock School District reserves the right to make an award on any item less than the quantity or more than the quantity bid upon at the unit price offered.
9. General Insurance Requirements:

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the

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Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

#### **CONTRACTOR'S INSURANCE**

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials, and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards,

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contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT.

10. Brand names as used in the specifications, or catalog numbers from a designated supplier, are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of the item unless otherwise specified. When an item is bid that is not exactly as specified, the brand name and catalog number shall be given and the description of the item must appear in the vendors catalog under the brand name and catalog specified. A copy of the vendor's catalog must be included with the bid. It is the responsibility of the vendor to demonstrate the compliance of the said item.
11. Where samples for specific items are required with the bid, these items are stipulated on the pages of the detailed specifications. If further sampling is deemed necessary, the bidder will be required to furnish the sample upon request. All samples must be plainly marked with the name of the bidder and the item number the sample represents. The bidder must prepay all charges for transportation for such samples, including drayage.
12. The Non-Collusion Affidavit as attached 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.
13. Bids and modifications or withdrawals thereof received after the time set for the bid opening of same will not be considered.
14. A successful bidding contractor will carry out all work in strict accordance with specifications as approved and accepted by the Council Rock School District and any work not conforming will be reinstated or replaced at the contractor's expense.
15. All bids must conform to the specifications as listed; however, the Board reserves the right to waive any and all failures to meet specifications.
16. The privilege is reserved to the School District to reject any materials furnished, which are not in strict compliance with the requirements of the specifications.
17. The vendor shall bring to the attention of the district any discrepancies or omissions noted on the specifications and all pertinent documents.

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18. The Contractor is responsible for providing the custodial services required to dust, clean, wax and buff the work area and return it to its original condition of cleanliness.
19. All debris shall be removed from the premises immediately following completion of the work and disposed of in accordance with all Local, State, and Federal regulations.
20. Every precaution shall be made to protect the building and grounds during the course of the work. If damage is caused by the Contractor, the Contractor and his insurance must remedy the damage at no cost to the Council Rock School District.
21. The School District will accept deliveries of supplies during the weekdays, Monday through Friday, between the hours of 8:00AM and 3:00PM. NO DELIVERIES SHALL BE MADE ON SATURDAYS OR SUNDAYS.
22. The School District reserves the right to change, increase, or reduce the work as necessary and in such event shall notify the contractor in writing, provided suitable adjustment is made in the original contract price.
23. Pursuant to 62 Pa.C.S.A. §3701, the Contractor agrees as follows:
  - a. In the hiring of employees for the performance of Work under the Contract or any subcontract, no Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the Work to which the employment relates.
  - b. No Contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.
  - c. The Contract may be canceled or terminated by the District, and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of that portion of the Contract.
24. HUMAN RELATIONS ACT - The Contractor acknowledges application of the Pennsylvania Human Relations Act, 43 P.S. 951, et seq., prohibiting discrimination based on race, color, ethnicity, national origin, religion, ancestry, age, sex, sexual orientation, marital status, familial status or non-job related disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall comply with the provisions of the Act, as amended, which is hereby made a part of these specifications.
25. STANDARD OF QUALITY - The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or an approved equal", they shall be subject to equals only as approved by the architect and/or engineers.

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26. The Board of School Directors of the Council Rock School District reserves the right to make award by items, classes, groups of items or as a whole, **to reject any or all bids** and to waive technicalities or formalities in their execution and filling if deemed advantageous for the Council Rock School District. The School Board also reserves the right to reject any or all material furnished which, in their opinion, is not in strict compliance and conformity with the requirements of the specifications. The bidder, at his own expense must remove and replace any article so rejected by the Board.
27. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of this Contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
28. Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.
29. All workmen employed by the Contractor shall be competent and first class workmen, duly skilled in their respective branches of labor.
30. Each bidder must provide a bid bond, bank treasures or certified check in favor of the CRSD in the amount of ten percent (10%) of the total first years contract amount at the time of bid. Upon execution of the contract documents, the check will be returned to the successful bidders after the contract is executed.
31. If this Bid or any portion thereof is accepted within one hundred twenty (120) calendar days from the date of opening, the successful bidder agrees to furnish all of the items upon which the prices are quoted, at the set price opposite each item, delivered to the building which will be designated on the Award of bid and Purchase Orders, with the time specified.



**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit 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 is unlawful and may be subject to criminal prosecution. The person who signed 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 the 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.

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**NON-COLLUSION AFFIDAVIT**

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

: S.S.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_  
(Name of my 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 noncompetitive 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 noncompetitive bid.
5. \_\_\_\_\_, 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 Council Rock School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Council Rock School District of the true facts relating to the submission for this contract.

\_\_\_\_\_  
(Names and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY

Notary Public

of \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires \_\_\_\_\_

# COUNCIL ROCK SCHOOL DISTRICT

## VENDOR INFORMATION FORM

TAX ID#, EIN or Social Security Number:

Company Name:

Company Billing Address (Remit to):

Company Web Address:

Phone Number (sales,accounts  
receivable, or customer service):

Fax Number (sales,accounts receivable,  
or customer service):

E-mail address (sales,accounts  
receivable, or customer service):

Electronic Funds Transfer (EFT):

☐ YES ☐ NO

Bank Information for EFT:

Routing Number for EFT:

Bank Account Number for EFT:

Bank Account Type for EFT:

☐ Checking Account  
☐ Savings Account

Signature:

Printed Name:

Title:

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code.		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## **Scope of Work**

### **1.0 Purpose**

The purpose of this bid proposal is to supply No. 2 Fuel Oil and Unleaded Gasoline to Council Rock School District.

#### **1.1 No. 2 Fuel Oil**

No. 2 Fuel Oil could be supplied to the following Council Rock Schools:

SAIL House  
298 Frost Lane  
Newtown, PA 18940

#### **1.2 Unleaded Gasoline**

Unleaded gasoline shall be provided to:

Former Richboro Middle School  
(current a temporary elementary school)  
98 Upper Holland Road  
Richboro, PA 18954

### **2.0 Contract**

A purchase order will be provided subsequent to Board of Directors approval.

#### **2.1 Contract Period**

The contract period for this supply is firm and fixed. Starting date for the period is July 1, 2023 and will expire on June 30, 2024.

#### **2.2 Payment**

The contractor shall conform to the following to ensure prompt payment:

- The contractor must furnish delivery tickets with each fuel delivery.
- Payment will only be made on gallon information printed on metered tickets. Partial compartment deliveries, unless made by printer ticket, will not be acceptable.
- Invoicing shall indicate the date of delivery, quantity of delivery, fixed price (if applicable), floating price (if applicable) with the proposed and accepted mark-up.
- No temperature correction factors shall be applied to the invoice.

#### **2.3 Purchase Method**

The contractor shall provide pricing in two forms. The different means of pricing is explained as a fixed price and a floating price. The Council Rock School District reserves the right to select the method of purchase for fuel oil and unleaded gasoline. The method of purchase shall be indicated at the time of award and issuance of the purchase order.

Fixed Price: A fixed price will be provided with the proposal and all oil or unleaded gasoline supplied will be invoiced at the price per gallon indicated in the proposal for the contract term.

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Floating Price: A floating price is market price at the time of delivery plus a cost for delivery. The market price at the time of delivery will be based on the current market price of oil or gasoline. The current market price for oil or gasoline shall be provided by the contractor at the time of ordering. This price must be verified by producing invoicing from the wholesaler or the contractor's supplier indicating the current market price. Differential costs shall be added to the market price. This differential shall include all additional costs, profits and delivery. The differential price shall be indicated in the proposal.

## 2.4 Quantities

The contractor must understand and agree that:

- The quantities specified are annual estimates only and have been provided for the purpose of competitive bidding. Actual quantities for each building will vary.
- No. 2 Fuel Oil is a primary source of fuel for the SAIL House and could be purchased through a fixed or floating price method.

## 3.0 Contract Vehicles and Staffing

The contractor shall provide sufficient vehicles and staffing to provide deliveries in a timely fashion and at a maximum 24-hour response from the time of order.

## 4.0 Work and/or Equipment Provided by Council Rock School District

Council Rock School District will not provide any labor, materials or equipment to the contractor for any work under this contract.

## 5.0 Spillage

Any spillage at the time of delivery will be the responsibility of the contractor and any costs to clean up the spill, repair resultant damages, consultation or any penalties assessed against Council Rock School District shall be borne by the contractor.

The delivery person shall monitor all deliveries of fuel to prevent spillage. The contractor shall be responsible to comply with PADCNR, EPA and all other pertinent agency regulations and will hold harmless Council Rock School District for any damages incurred.

The contractor is required to notify Council Rock School District immediately of any spill.

## 6.0 Quality Assurance

The contractor shall conform to the following:

- No. 2 Fuel Oil shall conform to all Federal, State and Local requirements as they relate to sulfur content, and any other regulatory requirements.
- No. 2 fuel oil shall be hydrocarbon oil that in all instances will meet or exceed ASTM designation for No. 2 fuel oil.
- All oil is to be free of acid, grit, metal particles, or any foreign matter that could clog or cause damage to the Owner's equipment.
- Any oil not meeting the ASTM requirements or damages the Owner's equipment shall be removed by the contractor and repair any equipment at his own cost.
-

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- Unleaded Gasoline shall conform to all Federal, State and Local requirements and shall have an octane rating of 89.
- The contractor must be able to ensure year-round delivery, maintain a proper inventory for service and provide automatic printing meters on delivery trucks.
- The contractor must furnish delivery tickets with each fuel delivery. Payment will only be made on gallon information printed on metered tickets. Partial compartment deliveries, unless made by printer ticket, will not be acceptable.
- If the contractor does not deliver oil in a timely fashion and the result causes failure of equipment, freeze-up of buildings, and damage as the result of a heating failure, he is responsible for:
  - o Reimbursement of oil purchased on an emergency basis, even if it is a high price than their contract price.
  - o Reimbursements of all costs to restart equipment, remediate, and or repair damage caused by the lack of delivery.

#### 7.0 Field Measurements

It is the contractor's responsibility to verify the sizes of each fuel oil and gasoline tank.

#### 8.0 Safety

Safety of students, staff and visitors is paramount in executing this contract. This contractor should never compete with school activities to fulfill this contract. If necessary, this contractor will return after normal working hours.

All work under this contract must follow ALL state and federal environmental rules and regulations.

The contractor is responsible for any damage to school property by its truck, delivery person, or spillage.

#### 9.0 Details of Work

Deliveries will be accepted daily between 8:00 AM and 3:00 PM, but not on Saturday, Sunday or holidays except by special arrangement. Deliveries are to be made within 24-hours of notification of need unless emergency is indicated.

Prior to delivery, the delivery person must locate the building's maintenance mechanic and confirm the quantity of fuel to be delivered and the tank location.

Following is a table indicating the size of the oil tanks and the estimated quantity of oil or gasoline consumed during our previous school year.

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No. 2 Fuel Oil

Location	Tank Size Gallons	Delivery Size Gallons	2022/2023 Quantity	Floating/Fixed Price
SAIL House	275	<200	1,000	Fixed or Float

Unleaded Gasoline

Location	Tank Size Gallons	Delivery Size Gallons	2022/2023 Quantity	Floating/Fixed Price
Former Richboro Middle School	1,500	500	21,000	Fixed or Float

End of Specifications



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**BID PROPOSAL**

**No. 2 Fuel Oil**

The undersigned proposed to furnish all labor, material, equipment, and vehicles to supply **No. 2 fuel oil** to the Council Rock School District. The Council Rock School District reserves the right to select the method of purchase for fuel oil for the primary fuel source locations. The method of purchase shall be indicated at the time of award and issuance of the purchase order.

**Firm Fixed Price:** Supply approximately 1,000 gallons of No. 2 fuel oil, to one location, at a fixed price of:

Fixed Price of: \$\_\_\_\_\_ per gallon

Brand Identity of the No. 2 Fuel Oil \_\_\_\_\_

**Floating Price:** Supply any amount of **No. 2 fuel oil** to the locations as indicated as floating price. The quantity could vary from 500 gallons to as much as 1,000 gallons. In addition, provide the current market price for oil as of the bid date.

Current market price: \$\_\_\_\_\_ per gallon

2022/23 Differential Cost: \$\_\_\_\_\_ per gallon

Brand Identity of the No. 2 Fuel Oil \_\_\_\_\_

**Unleaded Gasoline 89 Octane**

The undersigned proposed to furnish all labor, material, equipment, and vehicles to supply unleaded gasoline to the Council Rock School District. The Council Rock School District reserves the right to select the method of purchase of unleaded gasoline. The method of purchase shall be indicated at the time of award and issuance of the purchase order.

**Firm Fixed Price:** Supply approximately 16,000 gallons of **unleaded gasoline** as indicated in the specification. At a fixed price of:

Fixed Price of: \$\_\_\_\_\_ per gallon

Brand Identity of the Unleaded Gasoline \_\_\_\_\_

**Floating Price:** Supply approximately 16,000 gallons of **unleaded gasoline** as floating price. In addition, provide the current market price for unleaded gasoline as of the bid date.

Current market price: \$\_\_\_\_\_ per gallon

2022/2023 Differential Cost: \$\_\_\_\_\_ per gallon

Brand Identity of the Unleaded Gasoline \_\_\_\_\_

Addenda No.

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address of Firm

AFFIX CORPORATE SEAL

\_\_\_\_\_  
City State Zip code

\_\_\_\_\_ Attest

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Cell Phone

**COUNCIL ROCK SCHOOL DISTRICT**  
**No. 2 FUEL OIL AND UNLEADED GASOLINE SUPPLY BID**  
**S A M P L E A G R E E M E N T**  
**Bid No. 23-16**

THIS AGREEMENT made this Eighteenth (18th) day of May 2023, by and between XXXX, a corporation organized and existing under the laws of the State of Pennsylvania (hereinafter called the "CONTRACTOR"), and the COUNCIL ROCK SCHOOL DISTRICT, a second class school district located in the Commonwealth of Pennsylvania (hereinafter called the "DISTRICT").

WITNESSETH, that the CONTRACTOR and DISTRICT, for the consideration stated herein, mutually agree as follows:

**ARTICLE 1.     STATEMENT OF WORK**

The CONTRACTOR shall furnish all supervision, personnel, labor, materials, tools, minimum equipment and services, including work zone traffic control, utility and transportation services, and perform and complete all work required for the stated Council Rock School District Bid – No. 2 Fuel Oil and Unleaded Gasoline Supply Bid No. 22-26, all in accordance with the listed Contract Documents dated April 2022 as prepared by the District.

**ARTICLE 2.     THE CONTRACT PRICE**

The DISTRICT will pay the CONTRACTOR per unit of work completed, as described in the specifications, with an estimated total sum of XXXX dollars and XXXX Cents (\$ XXXX) for all work to be performed under this Contract, payable as stipulated in the Contract Documents for the item of work or the several respective items of work actually completed.

**ARTICLE 3.     CONTRACT**

The Contract Documents shall consist of the following:

- |                           |                                |
|---------------------------|--------------------------------|
| A. This Agreement.        | E. Drawings                    |
| B. Addenda.               | F. Contractor's bid submission |
| C. Instruction to Bidders |                                |
| D. Scope of Work          |                                |

THIS AGREEMENT, together with the other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflict with any provision of any other component part, the provisions of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**ARTICLE 4.     STIPULATION AGAINST LIENS**

a.       At the time of and immediately before the execution of the Contract and before any authority has been given by the said DISTRICT to the said CONTRACTOR to commence work on the said project or purchase materials for the same, in consideration of the making of the said Contract with the said CONTRACTOR, it is agreed that no mechanic's claims or other liens shall be filed against the project, building and/or lot of ground appurtenant thereto by any subcontractor of the CONTRACTOR, nor by

any of the CONTRACTOR'S materialmen or suppliers for any materials, supplies or labor purchased or furnished in connection with the CONTRACTOR's work of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

b. A waiver of liens in a form satisfactory to the DISTRICT shall be filed in the Office of the Prothonotary of Bucks County at such time as may be necessary to preclude the filing of any liens by any subcontractor or material suppliers. In any event, the filing of the waiver of liens must occur no later than one (1) day prior to the start of operations for execution of the Contract work.

c. In exchange for each and every payment tendered to CONTRACTOR by the DISTRICT under the Contract, CONTRACTOR shall submit to the DISTRICT or its designee an unconditional partial lien waiver for the portion of the work for which each payment is being tendered (and in exchange for final payment, a complete and final lien waiver) and which acknowledges receipt of such payment, in a form acceptable to the DISTRICT or its designee.

#### **ARTICLE 5. INDUCEMENT AND INTEREST**

As an inducement to the execution of this Contract by the DISTRICT, the CONTRACTOR represents and agrees that the CONTRACTOR has not employed any persons to solicit or procure this Contract, and has not made, and will not make, any payments to anyone, nor any agreement for the payment of any commission percentage, brokerage, compensation fee, or other compensation to anyone in connection with the procurement of this Contract; and that the CONTRACTOR has not now and will not acquire any direct or indirect present or prospective interest, including but not limited to that of real estate agent, broker, or appraiser, in any of the portions or parcels in the Project Area covered; and has not employed and will not employ, in connection with the work or services to be performed hereunder, any persons having any such interest, direct or indirect, during the term of this Contract.

#### **ARTICLE 6. INDEMNIFICATION**

It is understood and agreed that the CONTRACTOR is a third party CONTRACTOR and is not a servant, agent or employee of the DISTRICT. To the extent permitted by law, Contractor covenants to save, defend, keep harmless and indemnify the DISTRICT, its elected and appointed officials, servants, agents and employees from and against any and all claims, loss, damage, injury, cost including court costs and attorney's fees, charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with Contractor's performance (or failure of performance) of the Contract terms or its obligations under the Contract.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance (or nonperformance) of the work covered under this Contract.

##### **A. GENERAL INSURANCE REQUIREMENTS**

All insurers and sureties underwriting Contractor's or any subcontractor's insurance and bonds must be licensed in the Commonwealth of Pennsylvania and have a minimum rating of "A" (financial strength rating) and "VII" (financial size category) in the latest edition of Best's Insurance Reports, unless otherwise approved by the DISTRICT. (Such insurers and sureties shall also meet such additional requirements and qualifications as may be set forth in the Supplementary Conditions.)

The Contractor shall not start work under this Contract until Contractor has obtained, at its own expense, all of the insurance called for hereunder and such insurance has been approved by the DISTRICT; nor shall Contractor allow any subcontractors to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of Contractor and subcontractors by the DISTRICT will be granted only after submission to the DISTRICT of original, signed certificates of insurance or, alternately, at the DISTRICT's request, certified copies of the required insurance policies. Approval of insurance required shall not be unreasonably withheld.

Contractor shall require all subcontractors to maintain, during the term of this agreement, commercial general liability insurance, business auto liability insurance and workers' compensation and employers' liability insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the DISTRICT immediately upon request.

All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, material change or reduction in coverage until sixty (60) days prior written notice has been given to the DISTRICT.

Each insurance policy required by this Contract, except for the workers' compensation policy, shall contain the following clause:

"The DISTRICT, its board members, employees, agents, officials and volunteers are hereby added as additional insureds as respects the operations and activities covered by this policy."

Any insurance maintained by the DISTRICT shall apply in excess of the insurance required by this Contract.

No acceptance and/or approval of any insurance by the DISTRICT shall be construed as relieving or excusing Contractor, or the surety, or its bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract.

#### **B. CONTRACTOR'S INSURANCE**

Contractor shall secure and maintain, at its own expense, the following insurance:

Commercial general liability insurance which insures against claims for bodily injury and property damage arising out of or in connection with any operations or work under the Contract Documents whether such operations be by Contractor, its employees or subcontractors or their employees. The policy shall provide minimum limits of coverage as follows:

\$1,000,000 combined single limit - each occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

Any aggregate limit shall apply per project and per location.

This insurance shall name the DISTRICT, its board members, employees, agents, officials and volunteers as additional insureds in accordance with Article 6A above. The commercial general liability policy shall afford coverage for explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the Project.

Business auto liability insurance that insures against bodily injury and property damage claims arising out of the maintenance, use or operation of any "auto". The minimum limit shall be a combined single limit of \$1,000,000 per accident. This policy shall include the Motor Carrier Act endorsement if applicable.

Workers' compensation insurance and employers' liability insurance which satisfies Contractor's legal obligation to its employees in the states in which they operate on the District's behalf. In any event, employers' liability insurance shall be secured by Contractor with minimum limits of \$100,000 per employee for bodily injury by accident, \$100,000 per employee for bodily injury by disease and a \$500,000 aggregate policy limit for bodily injury by disease. Coverage for Pennsylvania benefits must be specifically referenced on certificates and certified policies provided to the DISTRICT.

#### **ARTICLE 7.     INTERPRETATION**

In the event a dispute arises regarding this Contract or the work to be performed by Contractor hereunder, the parties agree that the District's initial determination regarding a proper resolution of such dispute shall prevail subject to the right of the Contractor to perform any disputed work under protest, the notice of which shall be provided to the District by advance written notice.

#### **ARTICLE 8.     BACKGROUND CHECK**

Contractor will operate within the policies of the District and the goals, policies and procedures now or at some date established or approved by the District's administration with regard to the safety of pupils, the security of the District's grounds and buildings and the District's operations generally. Contractor shall maintain a current Child Abuse History Clearance as provided by the Pennsylvania Department of Public Welfare (Act 111), provide a satisfactory criminal history background check (Act 34 PA), and FBI fingerprinting clearance (Act 114) to the District for each individual engaged by Contractor to provide services who will come in direct contact with children in providing such services, including Contractor.

#### **ARTICLE 9.     MISCELLANEOUS**

The term of this Agreement shall be from July 1, 2023 through June 30, 2024. Notwithstanding anything herein to the contrary, OWNER may terminate this Agreement at any time for its convenience upon thirty (30) days written notice to the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) copies on the day and year first above written.

Attest:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Contractor:

By

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Street)

\_\_\_\_\_

(City)

DISTRICT (Owner)

\_\_\_\_\_  
Ed Salamon  
Board President

Attest:

\_\_\_\_\_  
(Secretary)

### **CERTIFICATIONS**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Contractor herein, that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Print or type the names underneath all signatures)