

**GLENDALE SCHOOL DISTRICT  
1466 BEAVER VALLEY ROAD  
FLINTON, PA 16640**

**--NOTICE--**

**GLENDALE FUEL OIL, ON & OFF-ROAD DIESEL FUEL, 87 OCTANE GASOLINE**

Glendale School District is now accepting sealed bids for each of the following: fuel oil for heating purposes, on and off-road diesel fuel and 87 octane gasoline for the **2017-18** school year. Bidders may submit bids for one or more of the above-referenced products. Proposal packets are available at the District Office at the address listed below or on the District website at [www.gsd1.org](http://www.gsd1.org). Quantities listed in the proposal packets are estimates only and do not guarantee minimum purchases. All deliveries must be made within **48 hours** of being ordered by the school district.

**Submission of Proposals**

The vendor shall submit two (2) signed copies (1 original, 1 photocopy) of the complete proposal in a sealed envelope clearly marked "Fuel/Gasoline RFP". Proposals are due by **10:00 a.m. on June 16, 2017**. The Board reserves the right to accept or reject any or all bids.

**Mail or deliver proposals to the following address:**

BUSINESS OFFICE  
GLENDALE SCHOOL DISTRICT  
ATTN: JEFFREY V. WESTOVER  
1466 BEAVER VALLEY ROAD  
FLINTON, PA 16640

**Tentative Time Schedule**

Bid Opening	-	10:15 a.m. on June 16, 2017
Review	-	June 16, 2017 to June 27, 2017
Anticipated Contract Award	-	June 27, 2017

BID REGULATIONS  
SEALED BIDS

1. **Sealed bids** addressed to the Business Office, Glendale School District, Attn: Jeffrey V. Westover, 1466 Beaver Valley Road, Flinton, PA 16640, and **marked "FUEL/GAS RFP."**

**Conditions of Bid**

2. Bids will be accepted for heating fuel, on and off road diesel and 87 octane gasoline.
3. Bidders may submit a bid for one or more of the following: (1) heating fuel, (2) on and off road diesel, and (3) 87 octane gasoline.
4. No bid will be entertained unless it is prepared upon the Official Bid Form and signed in ink by the official submitting the proposal.
5. Bids must be executed in accordance with and subject to these instructions and specification or list of materials attached hereto.
6. Designation of a "brand" name is for the purpose of indicating type of standards of quality, and does not exclude items of EQUAL quality unless noted "No Substitutes" will be accepted. Do not list an equal product where "No Substitute" is indicated - only the specified product.
7. In the case of substitutions (or equal), however, specifications of said substitutes must be indicated, including brand name. The responsibility of proving that a substituted item is equal to that specified in the bid specifications shall be the duty of the bidder, not the Glendale School District. Proof of an item(s) as being equal shall accompany the bid and be indexed to the item(s) as contained in these specifications.
8. The Board of School Directors reserves the right to reject any or all bids, reduce quantities and/or eliminate items, to select any item from bid, to waive any or all irregularities, formalities or technicalities in the bests interest of the School District, and to designate a period of sixty (60) days from opening of bids in which to award contracts.
9. No minimum purchase requirement shall be included in any bid or to the School District. Any attempt to insert a minimum purchase requirement shall be grounds for rejection of the bid.
10. Bidders must be known to be engaged in the business, and found able to perform the contract.
11. **All delivery charges to destination must be included in the bid price. Bid prices shall be FOB to the locations indicated herein. Bid prices shall be bid on a price per gallon.** For each load delivered the bidder shall furnish a separate invoice indicating the total gallons delivered, unit price, and discount, if any.

12. Payment will be made within 45 days of the full, complete and satisfactory delivery of the order. No invoices may be issued until delivery of the covered product.
13. Non-Pennsylvania vendors or bidders must provide documentation with their bids evidencing that they are authorized and registered to do business in the Commonwealth of Pennsylvania and setting forth the name and address of their registered agent for service of process. Failure to provide such documentation may result in the disqualification of any bid presented.
14. **TAX EXEMPTIONS** – The School District is exempt from the payment of excise of Pennsylvania State Sales Tax. **PA EXEMPTION #76-17300-3**. The school district is also exempt from federal taxes. **The bid price shall be net of any taxes.**
15. **MSDS** – All vendors shall supply MSDS prior to delivery or at time of delivery, when applicable. Failure to supply MSDS with result is non-acceptance of shipment with additional charges at the vendor’s expenses. All vendors shall supply preprinted labels for use on secondary containers. These labels must be “Right to Know” approved.
16. No bidder may withdraw or revoke his bid.
17. The price shall remain firm as bid for a period of one year from **July 1, 2017 to June 30, 2018**.
18. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, contract awarded and the contract finally and completely executed in writing by duly authorized officers of each participant.
19. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included. The successful bidder will knowingly, willingly, and voluntarily indemnify and hold harmless each member District, and shall assume any and all risks of accident, personal injury, death or property damage to itself, its successors, agents, or any other person entering each member District’s facilities on behalf of the successful bidder resulting from the performance of the successful bidder, its employees, and its agents under the Agreement. The successful bidder will agree to now and forever release, acquit, discharge, defend, indemnify and hold harmless each member District and its officers, officials, directors, representatives, agents, and employees, from and against any and all claims, loss, causes of action, suits, costs, or expense for any and all personal injury, death, or property damage arising directly or indirectly from performance of the successful bidder’s obligations under the terms of the Agreement. The successful bidder shall be solely responsible for any violations of local, state or federal laws and regulations resulting from the successful bidder’s performance under the terms of the Agreement. The successful bidder shall agree to defend, indemnify, and hold harmless each member District from any and all fines, claims, causes of actions, suits, cost or expense resulting from the successful bidder’s failure to properly equip and train its employees in compliance with all applicable local, state or federal laws and regulations. The successful bidder shall be responsible for any damage to property caused by the successful bidder or their

agents and employees in the performance of the duties awarded to the successful bidder.

20. **Bidders must sign a contract.** When the bidder is a corporation, documents should be signed by the President or Vice President and by the Secretary or Assistant Secretary. If signed by one person, a copy of the authority of such person must accompany the proposal.
21. In compliance with the Act of the General Assembly, the Supplier further covenants and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Workers Compensation Act of 1951, and any such supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the participants a certificate form the Department of Labor and Industry.
22. The bidder agrees, if awarded the contract to furnish and deliver the specified product, and shall be subject to inspection and approval. In the event that any of the said product shall be rejected as unsuitable or not in conformity with these specifications, such product of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
23. All deliveries shall be made as ordered, and bidders shall acquaint themselves with local conditions at the several locations where delivery is to take place so that note can be made of any circumstances which may affect their bids. No exceptions shall be given, or release from, bid amounts due to the conditions existing at each local site.
24. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, the participants are authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damages which may be incurred by the participants.
25. The bidder agrees that if the contract is awarded to him, he will not assign, transfer or sublet it, unless specific permission to do so is requested in writing by the bidder, and granted in writing by the Glendale School District. Any assignment without written consent of the District will provide the District with a right of rescission, which shall be exercised within twenty (20) days of notification of the assignment or the effective date, whichever is the later of the assignment.
26. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania.
27. Non-Collusion Affidavit-All bidders must complete, sign, and return with the bid, a Non-Collusion Affidavit. By submitting this document, bidders certify that the bid or proposal is not the result of, or affected by, an unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Pennsylvania or United States law.

28. In the event the District receives a complaint from a bus contractor or the Buildings and Grounds Supervisor for the District regarding the quality of the fuel supplied by the successful bidder, the District reserves the right to use an alternate fuel vendor other than the successful bidder.
29. All bidders must have a card system per vehicle that tracks vehicle mileage at time of fuel dispensation.
30. The successful bidder will knowingly, willingly, and voluntarily indemnify and hold harmless the Glendale School District, and all risks of accident, personal injury, death or property damage to itself, its successors, agents, or any other person entering the Glendale School District's facilities on behalf of the successful bidder resulting from the performance of the Successful Bidder, its employees, and its agents under the Agreement. The Successful Bidder will agree to now and forever release, acquit, discharge, defend, indemnify and hold harmless the Glendale School District and its officers, officials, directors, representatives, agents, and employees, from and against any and all claims, loss, causes of action, suits, costs, or expense for any and all personal injury, death, or property damage arising directly or indirectly from performance of the successful bidder's obligations under the terms of the Agreement.
31. The successful bidder shall be responsible for any damage to property caused by the successful bidder or their agents and employees in the performance of the duties awarded to the successful bidder.
32. All deliveries must be made within **48 hours** of the order being placed by the school district.

ACKNOWLEDGMENT OF RECEIPT OF  
BID REGULATION

Date Signed \_\_\_\_\_

No exception is taken to these "Bid Regulations" \_\_\_\_\_

Exceptions take to these "Bid Regulations" below \_\_\_\_\_

EXCEPTIONS TO THE "BID REGULATIONS FOR SEALED BIDS:

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\_\_\_\_\_ Signature

\_\_\_\_\_ Company

\_\_\_\_\_ Address

\_\_\_\_\_

State whether Bidder is a Partnership or Corporation. \_\_\_\_\_

In incorporated, under the laws of what state? \_\_\_\_\_

Note: One (1) copy of the BID REGULATIONS IS ENCLOSED

One (1) copy MUST be properly SIGNED and returned with the Bid Proposal

Retain one (1) copy for your file.

Bid Submitted by \_\_\_\_\_

Signature

(Print Name & Position)

Company \_\_\_\_\_

Address \_\_\_\_\_

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Telephone \_\_\_\_\_

**Note: Be sure that properly signed "Bid Regulations" is attached to your proposal.**

**Bids submitted without these documents WILL BE REJECTED.**

**GLENDALE SCHOOL DISTRICT  
 BID PROPOSAL SUMMARY SHEET**

**FUEL OIL AND GASOLINE  
 July 1, 2017 to June 30, 2018**

**#2 HEATING FUEL OIL:**

Total Quantity – approximately **40,000 gallons of number 2, 15 ppm or less ULS, heating fuel including winter additive** to prevent freezing/gelling to be delivered by shuttle truck (3,000-3,500 gallons) to Glendale School District and pumped in. Deliveries must be made within **48 hours** of the order being placed by the school district.

		DTN? ( <input type="checkbox"/> )	OPIS? ( <input type="checkbox"/> )	Terminal Location	Total Bid Price Per Gallon
A	Price per gallon will be based on the rack average (INDICATE THE INDUSTRY INDEX USED BY YOUR COMPANY – DTN or OPIS) plus markup on the day of delivery. (indicate per gallon mark-up).				
B	Alternate bid price per gallon shall remain firm as bid for a period of one (1) year from July 1, 2017 through June 30, 2018)				

**OFF ROAD DIESEL FUEL:**

Total Quantity – **approximately 500 gallons, 15 ppm or less ULS, including winter additive** to be delivered by shuttle truck to Glendale School District and pumped in.

		DTN? ( <input type="checkbox"/> )	OPIS? ( <input type="checkbox"/> )	Terminal Location	Total Bid Price Per Gallon
A	Price per gallon will be based on the rack average (INDICATE THE INDUSTRY INDEX USED BY YOUR COMPANY – DTN or OPIS) plus markup on the day of delivery. (indicate per gallon mark-up).				
B	Alternate bid price per gallon shall remain firm as bid for a period of one (1) year from July 1, 2017 through June 30, 2018)				

**ON-ROAD DIESEL FUEL**

Total Quantity Delivered to tank located at 1921 Dorsey Avenue, Irvona, PA- approximately **11,000 gallons(with full winter treatment) to be pumped in.** Deliveries must be made within **48 hours** of the order being placed by the school district.

		DTN? ( )	OPIS? ( )	Terminal Location	Total Bid Price Per Gallon
A	Price per gallon will be based on the rack average (INDICATE THE INDUSTRY INDEX USED BY YOUR COMPANY - DTN or OPIS) plus markup on the day of delivery. (indicate per gallon mark-up).				
B	Alternate bid price per gallon shall remain firm as bid for a period of one (1) year from July 1, 2017 through June 30, 2018)				

Also **9,000 gallons from a fueling/dispensing station** accessible to school buses  
\*The filling station must be located within school district boundaries.

Price per gallon (do not include taxes in the price): \_\_\_\_\_

**87 OCTANE GASOLINE:**

Total Quantity Delivered to Glendale School District - **approximately 500 gallons** delivered by shuttle truck and pumped in.

		DTN? ( )	OPIS? ( )	Terminal Location	Total Bid Price Per Gallon
A	Price per gallon will be based on the rack average (INDICATE THE INDUSTRY INDEX USED BY YOUR COMPANY - DTN or OPIS) plus markup on the day of delivery. (indicate per gallon mark-up).				
B	Alternate bid price per gallon shall remain firm as bid for a period of one (1) year from July 1, 2017 through June 30, 2018)				

Also **7,000 gallons of regular 87 Octane unleaded gasoline** from a **fueling/dispensing station** accessible to school buses. The filling station must be located within school district boundaries.

Price per gallon (do not include taxes in the price): \_\_\_\_\_ Total quantity references are approximate and **do not guarantee a minimum purchase of product.**





**SPECIFICATIONS  
GLENDALE SCHOOL DISTRICT  
OFF-ROAD DIESEL FUEL**

1. The school district is not subject to Federal or State Tax, therefore, the bid shall not include these taxes.
2. Approximately **500 gallons of Off-Road Diesel Fuel, 15 ppm or less ULS, with winter additive** delivered in shuttle truck and pumped into above ground tank located at Glendale School District 1466 Beaver Valley Road, Flinton, PA 16640.
3. Bids which specify a minimum of gallons for the specified year **will not be accepted.**
4. Bidder must identify the fuel by Company or Brand Name.
5. Tank Size is 250 gallon above-ground tank.
6. Fill Pipe Size is 2”.
7. Tank must be stuck prior to filling on every load to verify space to accept.
8. Deliveries must be made within **48 hours** of the order being placed by the school district.

**SPECIFICATIONS  
GLENDALE SCHOOL DISTRICT  
UNLEADED 87 OCTANE GASOLINE**

1. The school district is not subject to Federal or State Tax, therefore, the bid shall not include these taxes.
2. Approximately **500 gallons of Regular 87 Octane Unleaded Gasoline** to be delivered in shuttle truck and pumped in to a **250 gallon tank** located at Glendale School District 1466 Beaver Valley Road, Flinton, PA 16640
3. Fill Pipe size is 2"
4. Tank must be stuck prior to filling on every load to verify space to accept.
5. Approximately **7,000 gallons of Regular 87 Octane Unleaded Gasoline from a fueling/dispensing station** accessible to school buses. **The fueling/dispensing station must be located within school district boundaries.**
6. Bids which specify a minimum of gallons for the school year **will not be accepted.**
7. Bidder must identify the gasoline by Company or Brand Name.
8. **Deliveries must be made within 48 hours of the order being placed by the school district.**

**SPECIFICATIONS  
GLENDALE SCHOOL DISTRICT  
ON-ROAD DIESEL FUEL**

1. The School District is not subject to Federal or State Tax, therefore, the bid shall not include these taxes.
2. Approximately **20,000 gallons total**, of which **11,000 gallons(with full winter treatment)** to be delivered by shuttle truck and pumped into **2,000 gallon tank** located at 1921 Dorsey Avenue, Irvona, PA.  
Also, **9,000 gallons from a fueling/dispensing station** accessible to school buses **and located within school district boundaries.**
3. Fill Pipe Size is 4" for the 2,000 gallon tank in Irvona, PA.
4. Tank must be stuck prior to filling on every load to verify space to accept.
5. **Deliveries must be made within 48hours of the order being placed by the school district.**