

SCHUYLKILL TRANSPORTATION SYSTEM

INVITATION FOR BIDS (IFB)

IFB NUMBER VFPP 2021-23

BID PROPOSAL – VEHICLE FUEL

ULTRA LOW SULFUR DIESEL FUEL

And

UNLEADED PLUS (87 Octane) GASOLINE

Bid Due: Wednesday, May 26, 2021 by 3:00 PM

Submit Bids To: Schuylkill County Transportation Authority
Dbas: Schuylkill Transportation System
252 Industrial Park Drive
P.O. Box 67
Saint Clair, PA 17970

ATTN: John Consugar, Financial Director

**INVITATION FOR BID (IFB)
Number VFPP 2021-23**

A. INSTRUCTIONS TO BIDDERS

A.1 BID NOTICE

A.1.1 The purchaser, namely the Schuylkill County Transportation Authority dba Schuylkill Transportation System (SCTA/STS), hereby gives notice that it will receive sealed bids for the purchase and delivery of ultra-low sulfur diesel fuel (ULSD) and unleaded plus (87 octane) gasoline. Bidders shall submit **one original bid and one copy in a sealed envelope**. Bidders shall reference this particular sealed bid opening by indicating **“STS Fuel Bid – VFPP 2021-23”** clearly and identifiable on the face of its sealed bid envelope. Bids shall be submitted on forms furnished in this IFB and shall be received at the following address either by mail or hand delivered no later than the following deadline for submission date and time (local time). If sent by mail, the responsibility of delivering the fuel bid to STS before the deadline lies fully with the bidder.

MAILING ADDRESS: Schuylkill County Transportation Authority
dba: Schuylkill Transportation System
252 Industrial Park Drive, P.O. Box 67
Saint Clair, PA 17970
ATTN: John Consugar

TELEPHONE NUMBER: (570) 429-2701
CONTACT PERSON: John Consugar, Financial Director

DEADLINE FOR BID SUBMISSION: Wed., May 26, 2021 by 3:00 PM (local time)

DATE OF BID OPENING: Wed, May 26, 2021
TIME OF BID OPENING: 4:30 PM (local time)

A.1.2 At the time indicated in Section A1.1, the bids would be publicly opened at the following location:

Schuylkill County Transportation Authority, 252 Industrial Park Road, St. Clair, PA 17970.

Any fee of N/A charged to potential bidders requesting a copy of this IFB shall N/A or shall not N/A be returned to all bidders who submit a bid.

A.1.3 Bids must remain in effect for sixty (60) calendar days from the date of the bid opening.

A.1.4 It is the responsibility of the bidder to submit his bid to the location indicated in Section A.1.1 prior to the date and time of the deadline for bid submission regardless of the medium used. No bid shall be considered if it arrives after the date and time set for bid submission.

A.2 INTENT OF IFB

- A.2.1 It is the intent of this IFB to require the bidder to provide and deliver ultra-low sulfur diesel and unleaded gasoline as outlined in the specifications contained herein.
- A.2.2 The products provided shall be new, and in no case will be used, recycled, remanufactured, re-refined, reconditioned or obsolete products be accepted.
- A.2.3 The specifications found in Section C of this IFB indicate **MINIMUM** requirements unless otherwise indicated.
- A.2.4 Unless otherwise indicated, all products requested in this IFB shall conform to the best quality standards known to the particular industry, both product and delivery.
- A.2.5 Product and delivery shall comply with all applicable Federal, State, and Local regulations (including the Americans with Disabilities Act). In the event of any conflict between the requirements of this specification and any applicable legal requirement, the legal requirement shall prevail.
- A.2.6 The price quoted by the bidder shall include items of labor, materials, tools, equipment, and other costs necessary to complete the delivery of the products pursuant to this IFB.
- A.2.7 No change orders either deleting from, adding to these specifications, or changing the price will be allowed after the bid contract has been awarded by the Schuylkill Transportation System.

A.3 ACCEPTANCE OF BIDS

The purchaser (Schuylkill County Transportation Authority) reserves the right to accept any bid or to reject any and all bids. Any or all bids may be rejected if there is a sound documented business reason, subject to the approval of the Schuylkill County Transportation Authority Board, which require the purchaser to award the bid to the lowest most responsive and responsible bidder or bidders. In determining the lowest most responsive and responsible bidder(s), the calculation shall not include any possible rebates, if any action is required by the purchaser in securing the rebate. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of the procurement. Consideration shall be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources when determining responsibility. Award of this invitation for bid (IFB) can be made to two separate vendors based upon the bid price submitted.

A.4 MODIFICATION OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING

Bids may be modified or withdrawn by written notice or in person by a bidder if the bidder's identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.

A.5 WITHDRAWAL OF BIDS AFTER BID OPENING

Withdrawal of erroneous bids after bid opening but before award based on bid mistakes shall be permitted by the written determination of the purchaser's contracting officer. This may be done when the bidder requests relief and presents credible evidence that the reason for the lower bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of labor, material, supplies, or services made directly in the compilation of the bid. The request for relief and the supporting evidence must be received by the purchaser's contracting officer within five (5) calendar days after bid opening.

A.6 CONTRACTUAL OBLIGATION OF BIDDER

Each proposal by the bidder shall be submitted with the understanding that the acceptance in writing within sixty (60) calendar days of bid opening by the purchaser of the offer to furnish the products therein shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at his price in accordance with the conditions of said accepted proposal. This entire invitation for bid (IFB) package, any addenda, and bid proposal form expresses the complete agreement of the parties and performances shall be governed solely by the terms and conditions contained herein. Extensions of the award date may be made by the written notification of the purchaser.

A.7 CLARIFICATIONS AND APPROVED EQUALS

A minimum of fifteen calendar (15) days before the bid opening, all potential bidders may request the purchaser to give clarification, or approved equals for portions of the specification. All requests for clarifications, or approved equals shall be submitted to the purchaser in writing on the form provided in Section D of this IFB within the time period outlined herein. Written notice of any clarifications or approved equals allowed or disallowed will be mailed no less than seven (7) calendar days prior to bid opening to all potential bidders. The bidder must comply with all specified items or his bid will be considered non-responsive. No exceptions.

A.8 PROTESTS AND DISPUTES

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Protest Procedures (see Attachment "A"). Any disputes that may arise shall be handled in accordance with the Dispute Procedures (see Attachment "B").

A.9 COMMONWEALTH NONDISCRIMINATION CLAUSE

By signing and submitting this bid proposal, the bidder agrees to comply with the Commonwealth Nondiscrimination Clause (Attachment "C"), which is attached to and made a part of this IFB.

A.10 FEDERALLY REQUIRED CERTIFICATIONS

By signing and submitting this bid proposal, the successful bidder (contractor) agrees to comply with the following:

- A.10.1 Fly America - The contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The bidder shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
- A.10.2 Buy America Certification – The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit the appropriate Buy America certification included under Section D (Bid Forms) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
- A.10.3 Cargo Preference – Use of United States-Flag Vessels
- (a) The contractor agrees to use privately-owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liner and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) The contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.);
- (c) The contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

A.10.4 Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

A.10.5 Clean Water

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

A.10.6 Lobbying Certification – Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.) – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. A bidder or offeror shall complete the Lobbying Certification included under (Bid Forms).

A.10.7 Access to Records

(a) Where the purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

(b) Where the purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, contractor agrees to provide the purchaser, the FTA Administrator or his authorized representatives, including any PMO contractor, access to the contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution or higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, contractor agrees to provide the purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(e) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcription as reasonably needed.

(f) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g) FTA does not require the inclusion of these requirements in subcontracts.

A.10.8 Federal Changes - The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The bidder's failure to so comply shall constitute a material breach of this contract.

A.10.9 Clean Air

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(b) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

A.10.10 Recycled Products (Recovered Materials) - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

A.10.11 No Obligation by the Federal Government

- (a) The purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

A.10.13 Program Fraud and False or Fraudulent Statements or Related Acts

- (a) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR, Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the bidder certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- (b) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.
- (c) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.10.14 Debarment and Suspension – This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the purchaser. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the purchaser, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that

may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.10.15 Federal Civil Equal Opportunity

The purchaser is an Equal Opportunity Employer. As such, the purchaser agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the purchaser agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(a) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(d) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

A.10.16 Incorporation of Federal Transit Administration (FTA) Terms -

The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The bidder shall not perform any act, fail to perform any act, or refuse to comply with any purchaser requests, which would cause the purchaser to be in violation of the FTA terms and conditions.

A.10.17 Breaches and Dispute Resolution

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's Chairman. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's Chairman shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

A.10.18 Disadvantaged Business Enterprise

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a

separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(f) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

A.10.19 Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

A.10.20 Termination

(a) Termination for Convenience - The purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the purchaser's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the purchaser to be paid the Contractor. If the Contractor has any

property in its possession belonging to the purchaser, the Contractor will account for the same, and dispose of it in the manner the purchaser directs.

- (b) Termination for Default - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the purchaser may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the purchaser, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.
- (c) Opportunity to Cure - The purchaser, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from the purchaser setting forth the nature of said breach or default, the purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (d) Waiver of Remedies for any Breach - In the event that purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the purchaser shall not limit the purchaser's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.
- (e) Termination for Convenience - The purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the purchaser's interest. If this contract is terminated, the purchaser shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A.10.21 Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

A.11 SUMMARY OF ITEMS TO BE SUPPLIED WITH BID

- A.11.1 The following items described in Sections A.11.2 through A.11.8 shall be provided by all bidders and must be submitted with the bid proposal. The items will enable the purchaser to determine whether the products and services offered by the bidder is the same product and services as described in the purchaser's solicitation specifications and whether the bidder is responsible bidder. Any such item provided that conflicts with any requirement of this IFB shall not release the bidder from complying with this IFB. Any such conflicts must be resolved by the purchaser (in consultation with the bidder) making a determination as to whether the bidder fully complies with this IFB prior to bid award.
- A.11.2 All forms included under Section D (Bid Forms) must be executed and furnished by the bidder, or the bid shall be considered nonresponsive and disqualified. All addenda to the IFB must be acknowledged on the Bid Proposal Form as provided herein or acknowledged in a separate letter that is signed by the individual signing the Bid Proposal Form and received by the purchaser prior to the bid opening. Failure to acknowledge addenda will result in the automatic rejection of the bid unless receipt of addenda by the bidder can be verified by certified mail receipt of acknowledgement of receipt by FAX machine.
- A.11.3 Descriptions, refiner's name, and refiner's specifications of all products and services being supplied. Specifications must conform to the minimums outlined within the IFB.
- A.11.4 Description of warranties the bidder proposes to furnish for the products, including a listing of sites where warranty work will be performed (See Section B.4).
- A.11.5 The location of the nearest depot which will furnish complete supply of products and a description of the ordering process for ordering products and delivery of the same.
- A.11.6 A list of five users' names, addresses, and telephone numbers who have been provided similar products by the bidder. If the bidder has not provided similar products, the purchaser has reserves the right to determine the acceptability of the products proposed by the bidder.
- A.11.7 All proposal forms contained in the IFB, properly executed by an authorized agent of the bidder.
- A.11.8 An original bid guarantee in the form of bank check, certified check or bid bond payable to the Schuylkill County Transportation Authority written by a surety authorized to do business in the Commonwealth of Pennsylvania in a dollar amount not less than 10% of the base bid sum or reading, "in the sum of ten percent (10%) of the principal's base bid" for each base bid. Such bid bond will be returned to all bidders upon award of the contract to the successful bidder.

A.12 SUMMARY OF ITEMS TO BE PROVIDED BY APPARENT LOW BIDDER

- A.12.1 The purchaser shall notify the apparent low bidder(s) immediately upon review and evaluation of the bid. Any additional information not requested herein regarding the products and services

being provided may be requested to make a decision about the products and services in determining the most responsive and responsible bidder(s). Information requested must be received by purchaser within 10 calendar days.

A.13 PRE-AWARD REVIEW

The bidder(s) shall be prepared to submit any product and service related information if requested by the purchaser after the bid opening. Failure to submit requested items within ten (10) calendar days of request may lead to disqualification of the bid.

A.14 SUMMARY OF ITEMS TO BE PROVIDED UPON AWARD

The following items must be furnished by the successful bidder upon contract award of IFB.

A.14.1 All warranty verification vouchers, certificates, or coupons.

A.14.2 The bidder shall obtain and thereafter maintain and pay the premiums for insurance of the types and the limits that it deems sufficient for its protection. The Schuylkill Transportation System will be endorsed as an Additional Insured by the bidder with respect to the Contract, including Employer's Liability. Copies of insurance are to be submitted to STS prior to a notice to proceed being issued. In any event, the bidder shall maintain and pay the premiums for insurance of the types and limits of not less than the following:

- (1) Workman's Compensation and Employers Liability Insurance endorsed with a Broad Form All States Coverage, which shall cover the bidder's employees engaged in the performance of the work.
- (2) Comprehensive General Liability Insurance Coverage with limits not less than required by Umbrella Insurance (4) below and covering at least:
 - (a) Operations - Premises Liability
 - (b) Independent Contractors Liability
 - (c) Broad Form Contractual Liability covering the Contractors obligations.
 - (d) Products Liability
 - (e) Completed Operations Liability
 - (f) Personal Injury Liability including claims arising from employees of the Contractor
 - (g) Broad Form Property Damage Liability
- (3) Comprehensive Automobile Liability Insurance covering all owned, hired, and non-owned automobiles required by Umbrella Liability Insurance (4) below. (2) and (3) shall name STS as additional insured.
- (4) Excess and Umbrella Liability Insurance in excess of the above of not less than \$1,000,000.

All such insurance as indicated above shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the current issue of Best's Key Rating Guide - Property-Casualty.

Proof of insurance shall be submitted to STS prior to issuance of a Notice to Proceed.

The bidder and all of its insurers shall waive all rights of recovery or subrogation against the Schuylkill County Transportation Authority and its insurance companies.

B. GENERAL PROVISIONS

B.1 PRE-AWARD INSPECTIONS

- B.1.1 Pre-award inspections – The purchaser reserves the right to perform a pre-award inspection of any bidder. The purpose of the evaluation will be to assure that the bidder:
- (a) Has in operation, or has the capability to have in operation, a location adequate to assure delivery of all products within the time specified under this contract.
 - (b) Has adequate service personnel to satisfy any service problems that may arise during the contract period.
 - (c) Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
 - (d) Has adequate quality control to assure that products will comply with the specifications.

B.2 DELIVERY AND ACCEPTANCE

- B.2.1 Delivery of the products or completion of the services described herein is to occur no later than two (2) calendar days following the placement of an order. Unless otherwise directed, delivery will be made to the Schuylkill Transportation System maintenance facility located at 252 Industrial Park Drive, Saint Clair, Pennsylvania, 17970 during regular business hours (8:00 am – 4:30 pm, Monday through Friday) or at a time mutually agreed to by STS and the bidder. If delivery of products and/or services is delayed by reason of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of delivery shall be extended upon written request for a time extension from the bidder. The request for an extension must include detailed justification for the length of the time extension. The delivery date will be delayed by a number of days agreed upon by STS and the bidder. The purchase price of the products, mark-up, and delivery price will be reduced by the difference in price per gallon as paid to any outside fuel or petroleum product suppliers that are necessary to keep the entire fleet of vehicles in operation as liquidated damages if the bidder fails to give a written request for the extension prior to the delivery deadline or if the delay cannot be justified as being beyond the bidder's control.
- B.2.2 Products and services delivered to the purchaser in a condition below the retail customer acceptance levels, specification minimums or accepted industry practice will not be accepted. If any product or service is delivered incomplete or below specified requirements, the bidder shall undertake all necessary actions at his or her sole expense to meet the required condition. Any product not conforming to this IFB will be rejected by the purchaser.
- B.2.3 Acceptance of the product will be made after the product has been problem free for a period of ten (10) successful workdays. The purchaser will notify the bidder, in writing, within ten (10) calendar days of receipt of the product as to whether or not the product or service is accepted.

Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after the test period shall be deemed to constitute acceptance of the product. A letter of conditional acceptance will furnish details of the deficiencies. The bidder shall promptly correct all defects and resubmit product for acceptance. The purchaser shall not be required to furnish space, labor, or material to perform the bidder's responsibilities so as to permit acceptance of the products in compliance with this IFB. The purchaser will accept or reject the resubmitted products within ten (10) calendar days from the date of resubmittal. Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after resubmittal shall be deemed to constitute acceptance of the equipment.

- B.2.4 In the event the bidder fails to comply with the written order of the purchaser to complete and/or undertake corrective action prior to acceptance and the purchaser finds it necessary to perform any work which should have been done by the bidder within the intent of this IFB, the purchaser will be reimbursed as detailed in Section B.3.2 for all costs incidental thereto, including material, labor and overhead.
- B.2.5 All product deliveries and services performed shall be coordinated with the purchaser. The bidder shall contact the purchaser to agree upon a delivery schedule prior to any delivery. Delivery shall be made during the purchaser's normal working hours.
- B.2.6 Any product or services, which is discovered to be defective or fails to conform to the specifications, may be rejected at any later time if the defects contained in the products were not reasonably ascertainable upon the initial inspection and acceptance.

B.3 TERMS OF PAYMENT

- B.3.1 Contracts resulting from this bid shall be subject to a financial contract between the purchaser and the Commonwealth of Pennsylvania and the US Department of Transportation (if applicable). The purchaser shall make full payment within thirty (30) calendar days of acceptance of the products delivered. The purchaser shall not be charged interest until the purchaser has received funding from the State for the purchase of the products. The State and Federal government will not be subject to any interest charges under any circumstances.
- B.3.2 If the products delivered are not found to be totally acceptable and can be conditionally accepted, ten (10%) percent of the payment will be withheld until all items are corrected. All items must be corrected within ten (10) calendar days or the bidder will forfeit the ten (10%) percent withholding or the actual costs of product replacement, whichever is less.
- B.3.3 If any product is totally unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the purchaser's property, the bidder must remove the products at his own expense. Redelivery of the products determined to be totally unacceptable shall be made in accordance with Section B.2 above.
- B.3.4 Delivery and acceptance of the products shall not release the bidder from liability for the cost for damages caused by deficient products found after final payment has been made.

B.4 WARRANTIES

- B.4.1 The bidder has an obligation to ensure that the products are covered by warranty. The bidder shall make every effort to assure that all obligations defined under all warranties applicable to the products are fulfilled.
- B.4.2 The bidder must guarantee to furnish sufficient technical support to assure satisfactory performance of the procured products and services for the entire period of the contract.

B.5 BID FAMILIARITY

Each bidder shall thoroughly examine and be familiar with all the IFB contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the IFB contract documents and specifications in every detail.

B.6 TAX STATUS

Schuylkill County Transportation Authority, as grantee for funding and being a subdivision of Schuylkill County and the Commonwealth of Pennsylvania, is not subject to Local, State or Federal taxes.

B.7 SPILLAGE

Accidental release or spillage during delivery of the product by the supplier shall result in the supplier being held responsible for all costs associated with the cleanup and disposal of all contaminated soil. When a spill occurs, the supplier shall immediately notify the Department of Environmental Protection (DEP). Cleanup and disposal must be conducted in accordance with state and federal regulations and guidelines. All spillages must be corrected on an immediate basis to the satisfaction of the purchaser and DEP.

B.8 LIABILITY

The supplier shall insure that adequate safety measures are taken to protect purchaser's buildings, grounds, and or equipment from damages resulting from the furnishing and delivery of the fuel. The supplier shall be liable for any damages from which it or its employees are responsible. The supplier shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer.

B.9 ASSIGNMENT

The bidder shall not assign or transfer any interest in the contract or delegate its performance of duties, except upon written approval of the purchaser, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance on this contract shall not be construed to relieve the bidder of any responsibility of the fulfillment of the contract.

B.10 CONTRACT DOCUMENTS

It is expressly agreed to that the following documents, and each and every term and condition thereof, are incorporated herein and shall constitute a binding contractual agreement between the successful bidder(s) and the purchaser during the period beginning July 1, 2020 through June 30, 2021: (a) invitation for bid package, (b) any addenda issued by purchaser, (c) certifications herein, (d) attachments herein, and (e) fully executed bid proposal(s).

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C. TECHNICAL SPECIFICATIONS – DIESEL FUEL AND GASOLINE

C.1 LOW SULFUR DIESEL FUEL REQUIREMENTS

C.1.1 Bid price will be for the provision of an estimated 15,000 gallons per year, more or less, for a two year period of ultra-low sulfur diesel fuel (ULSD) that is utilized in transit vehicles.

C.1.2 Ultra low sulfur diesel fuel must meet all applicable regulatory and American Society for Testing and Materials (ASTM D975) standards in the United States.

C.1.3 Ultra-low sulfur diesel fuel will meet or exceed the specifications below:

Property	Limits	Units
Flash Point,	52 min.	°C
Water and Sediment	0.050 max	% vol.
Kinematic Viscosity, 40C	1.9 – 4.1	mm ² /sec.
Ash	0.01 max	% mass
Sulfur	0.0015 max	% mass
Copper Strip Corrosion	No. 3 max.	
Cetane	40 min.	°C
Ramsbottom Carbon Residue	0.35 max.	mg KOH/gm
Cetane Index or Aromaticity	40 min. 35 max.	 % vol.
Distillation Temperature, 90% recovered	282 – 338	°C
Lubricity, HFRR @ 60°C	520 max	microns

C.1.4 In the event the above specifications conflict with State, Federal or other appropriate regulations, the more stringent standard shall take precedence and fuel meeting that standard shall be quoted on the bid sheet. The purchaser will not take responsibility for inadvertent oversight of government standards in the compilation of these specifications and, in submitting its bid; the vendor agrees that its product meets all legal standards currently in effect at the time of the bid.

C.1.5 It is acknowledged that refinery prices are subject to change by either increasing or decreasing costs based on fluctuation of current market pricing. Bids for diesel fuel shall be accepted on a basis of the weekly average of the refinery price plus the cost for markup, transportation and other applicable fees established by governmental agencies. The bidder is required to submit verification of the current weekly average refinery price with the bid. The awardee will be required to submit documentation of weekly average price for every delivery and be submitted with the invoice.

C.1.6 A diesel fuel storage tank is located underground on the purchaser’s property and the product is filled by gravity drop. This underground storage tank has a capacity of 10,000 gallons.

C.1.7 Upon award of this bid to the successful vendor for diesel fuel, delivery amounts will be mutually agreed upon by the bidder and purchaser. Deliveries will be based on purchasers diesel consumption needs. Past deliveries average 500 -1,500 gallons per delivery.

C.1.8 The bid price on the cost of mark up and transportation costs for the supply and delivery of diesel fuel shall remain the same fixed rate during the term of the contract. Likewise other fees and

surcharges, unless, changed by governmental agency, will remain the same fixed rate during the term of the contract.

C.1.9 Award of the diesel bid shall be made to the responsive and responsible bidder who offers the lowest bid price differential above the weekly average fuel price. The price differential shall include all transportation delivery, handling charges, fees, overhead, profit and any applicable surcharges, etc. The differential shall remain fixed for the term of the contract.

C.2 GASOLINE REQUIREMENTS

C.2.1 Bid price will be for the provision of an estimated 122,000 gallons per year, more or less, for a two year period of conventional unleaded plus (87 octane) gasoline that is utilized in transit vehicles.

C.2.2 Unleaded gasoline must meet all applicable regulatory and American Society for Testing and Materials (ASTM D 4814) standards in the United States.

C.2.3 Unleaded gasoline will meet or exceed the specifications below:

MINIMUM OCTANE –Major refiner quality – Texaco, Mobil or approved equal, containing detergent additives for protection of modern fuel injection systems – no alcohol blends.	87 (R+M)/2
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C.2.4 In the event the above specifications conflict with State, Federal or other appropriate regulations, the more stringent standard shall take precedence and fuel meeting that standard shall be quoted on the bid sheet. The purchaser will not take responsibility for inadvertent oversight of government standards in the compilation of these specifications and, in submitting its bid; the vendor agrees that its product meets all legal standards currently in effect at the time of the bid.

C.2.5 It is acknowledged that refinery prices are subject to change by either increasing or decreasing costs based on fluctuation of current market pricing. Bids for unleaded gasoline shall be accepted on a basis of the weekly average of the refinery price plus the cost for markup, transportation and other applicable fees established by governmental agencies. The bidder is required to submit verification of the current weekly average refinery price with the bid. The awardee will be required to submit documentation of weekly average price for every delivery and be submitted with the invoice.

C.2.6 The gasoline tank is located underground on the purchaser’s property and the product is filled by gravity drop. The underground storage tank has a capacity of 10,000 gallons.

C.2.7 Upon award of this bid to the successful vendor for gasoline, delivery amounts will be mutually agreed upon by the bidder and purchaser. Deliveries will be based on purchasers gasoline consumption needs. Past deliveries average 5,500 – 7,000 gallons.

C.2.8 The bid price on the cost of mark up and transportation costs for the supply and delivery of diesel fuel shall remain the same fixed rate during the term of the contract.

C.2.9 Award of the unleaded gas bid shall be made to the responsive and responsible bidder who offers the lowest bid price differential above the weekly average fuel price. The price differential shall include all transportation delivery, handling charges, fees, overhead, profit and any applicable surcharges, etc. The differential shall remain fixed for the term of the contract.

D. BID FORMS INCLUDED IN IFB

- D.1 BID PROPOSAL FORM (Ultra Low Sulfur Diesel & Gasoline)
- D.2 AFFIDAVIT OF NON-COLLUSION
- D.3 LOBBYING CERTIFICATION
- D.4 BUY AMERICA CERTIFICATION
- D.5 LIST OF RECENT CUSTOMERS
- D.6 REQUEST FOR CLARIFICATIONS OR APPROVED EQUALS

IMPORTANT NOTES TO BIDDER:

- _____ All bid forms listed above (unless deleted by addendum) must be executed and submitted when submitting the bid; otherwise, the bid will be rejected. If any of the above forms was inappropriately omitted from this copy of the IFB, it is the responsibility of the bidder to request a copy of the missing form(s) from the purchaser in order to submit the form(s) with the bid.
- _____ An original **Bid Bond** as outlined in A.11.8 must be submitted in the correct amount with the bid; otherwise, the bid will be rejected.
- _____ The documentation requested by IFB Sections A.11.2, A.11.3, A.11.4, A.11.5, A.11.6, A.11.7, and A.11.8 shall be submitted with the bid; otherwise, the bid will be rejected.
- _____ All addenda to the IFB must be acknowledged on the Bid Proposal Form. Failure to acknowledge addenda will result in the automatic rejection of the bid unless receipt of addenda by the bidder can be verified by certified mail receipt or acknowledgment of receipt by FAX machine.
- _____ Submit one original and one copy of all documents.
- _____ The bidder shall reference this particular sealed bid “**STS Fuel Bids – VFPP 2021-23**” on the face of the bid envelope. The individual and/or firm name submitting the bid must also appear on the bid envelope.
- _____ Bids should be arranged and submitted in the following order: (a) Bid Proposal Form with Addenda acknowledgement, (b) Bid Bond, (c) Affidavit of Non-Collusion, (d) Lobbying Certificate, (e) Buy America Certificate, (f) List of Recent Customers, (g) IFB Sections A.11.3, A.11.4, A.11.5, A.11.6, A.11.7, A.11.8, C.1.5, C.2.5, and (h) Miscellaneous.

BID PROPOSAL FORM

TO: Schuylkill County Transportation Authority
 (Name of Purchaser)

252 Industrial Park Drive, P.O. Box 67, Saint Clair, PA 17970
 (Address of Purchaser)

In compliance with your invitation for Bid (IFB), number VFPP 2021-23 for solicitation of bids to be opened on Wednesday, May 26, 2021, the undersigned proposes to furnish all labor, equipment, and materials as listed below and perform all work for furnishing same in strict accordance with the above referenced IFB:

Description: 15,000 gallons (more or less) of ultra-low sulfur diesel fuel.

 122,000 gallons (more or less) of unleaded plus (87 octane) gasoline.

Contract Period: Beginning July 1, 2021 - ending June 30, 2023.

	Product Description	Ultra-Low Sulfur Diesel Fuel	Unleaded Plus Gasoline (87 octane minimum)	
(a)	NUMBER OF GALLONS (Based on 12 month estimated usage, more or less)	15,000	122,000	
(b)	WEEKLY AVERAGE REFINERY PRICE (Per Gallon)			
(c)	MARK-UP (Per Gallon)			
(d)	TRANSPORTATION CHARGE (Per Gallon)			
(e)	FEDERAL GAS LUST TAX (if applicable)			
(f)	OIL SPILL TAX (if applicable)			
(g)	PA USTIF (if applicable)			
(h)	TOTAL COST PER GALLON			
(i)	CALCULATION (*)			

(*) **CALCULATION** = (b) + (c) + (d) + (e) + (f) + (g) = (h) ; (a) x (h) = (i)

BID PROPOSAL FORM – (Continued)

Award of this contract for ultra-low sulfur diesel fuel and 87-octane minimum unleaded plus gasoline shall be made to the most responsive and responsible bidder or bidders offering the lowest markup and transportation costs while demonstrating the ability to provide these products at the lowest refinery cost.

The undersigned acknowledged receipt of the following addenda to the above referenced IFB:

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

The undersigned understands that any condition, clarification or information submitted on or with this proposal other than that requested, will render the bid unresponsive.

Name of individual, partnership, or corporation

Address

Name of authorized person

Signature

Title of authorized person

Date

By execution below, the Purchaser accepts offer as indicated above:

Schuylkill County Transportation Authority
Contracting Officer

Signature – Chairman

June 30, 2021
Date of award

(Exclusive of Customer Rebates, if any (see Section A.3)*

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required only when submitting bid for unleaded gasoline and diesel fuel as specified.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidder having corporation authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids, and;
- (4) That I am not on the Comptroller General's List of Ineligible Contractors.
- (5) That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Signed: _____

Firm: _____

Subscribed and sworn to before me

this _____ day of _____ 2021

Notary Public

My Commission Expires _____ 20____

Bidders Employer Identification Nbr. _____
(As used on employer's quarterly Federal Tax Return)

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This certification required for all procurements.

LOBBYING CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned bidder certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*))
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Note: Pursuant to 31 U.S.C. §135(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.)

The bidder certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signed: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required for any bids exceeding \$100,000.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
Enter Last Name, First Name, and Middle Initial(MI).

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: Year _____ Quarter _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier, if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify _____ 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ 		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p>		
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date: _____</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES,
OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance with U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and 49 C.F.R. 661.11 but may qualify for an exception to the requirements consistent to 49 U.S.C. Sections 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required with all procurements.

LIST OF RECENT CUSTOMERS

Bidder Name: _____

In order to better assess the responsibility of bidders, we are requiring each bidder to submit a list of their five most recent customers of similar products, the product provided, and contact information. Contact information includes the business name, address, and telephone number and, preferably, a contact person for the customer. This information must be provided on this sheet.

	CUSTOMER NAME	CUSTOMER ADDRESS	CONTACT PERSON AND TELEPHONE NUMBER	PRODUCT/SERVICE DESCRIPTION
1				
2				
3				
4				
5				

Note: If the bidder has had less than 5 customers whom it sold similar products, it must provide information for those customers it has had and then state, no other prior customers of similar products at this time.

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required by purchaser as a standard format.

REQUEST FOR CLARIFICATIONS OR APPROVED EQUALS

IFB Document Page: _____ IFB Section Number: _____

Nature of Request: Clarification Approved Equal

Full Explanation: _____

If the vendor is seeking concurrence with an approved equal, please submit supporting documentation and/or samples to support your contention that the requested equal meets or exceeds the specification minimum requirement.

Signed: _____ Date: _____

Vendor: _____

SCHUYLKILL TRANSPORTATION SYSTEM RESPONSE

Approved Denied

Justification: _____

Signed: _____ Date: _____

Purchaser: Schuylkill Transportation System

Failure to submit this form in a properly executed manner will result in the bid/proposal being found non-responsive and shall be rejected. This form required by purchaser as a standard format.

ATTACHMENT "A"
PROTEST PROCEDURES

1. **Protests Prior to Bid Opening**

Any protests, prior to bid opening must be submitted in writing and received by the procuring agency at least fifteen (15) calendar days prior to bid opening. This fifteen (15) calendar day deadline may be waived by the procuring agency for good cause shown. The procuring agency's response shall be in writing and set forth the reasons for its response. The procuring agency will postmark its response no later than seven (7) calendar days prior to bid opening, unless the fifteen (15) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by the procuring agency, but no new issues will be considered.

2. **Protests After Bid Opening**

Protest after bid opening will be considered only as to issues, which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by the procuring agency within fifteen (15) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered inapplicable, and any disputes will be resolved by the procuring agency under contract provisions or other remedies, if available. Protests submitted to the procuring agency shall:

ATTACHMENT "A" (Continued)

PROTEST PROCEDURES

- a) Protests shall be addressed as follows:

Schuylkill County Transportation Authority
Dba: Schuylkill Transportation Systems
252 Industrial Park Drive
P.O. Box 67
Saint Clair, PA 17970

- b) Include the name and address of the protestor.
- c) Identify clearly the procurement under which the protest is being submitted.
- d) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- e) Indicate the action, ruling, or relief desired from the procuring agency.

The procuring agency will review the protest and render its decision in writing within fifteen (15) calendar days of receipt of the protest, setting forth the reasons for its decision.

The procuring agency is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes, or breaches. The decision of the procuring agency as to protests shall be final and conclusive.

ATTACHMENT “B”
DISPUTE PROCEDURES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, shall be decided by the Contracting Officer, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, subject only to review by a court of competent jurisdiction. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer’s decision.

ATTACHMENT “C”

COMMONWEALTH OF PENNSYLVANIA
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of this contract, Contractor agrees as follows:

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

1. In the hiring of any employee(s) for the manufacturer of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, 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.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/ Sexual Harassment Clause. If the contractor or a subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency of the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility Files.