

## INVITATION OF BIDS

Sealed proposals will be received by the City of Aliquippa, Beaver County, Pennsylvania until 4:00 PM Wednesday, October 31, 2012 for supplying:

22,000 gallons (more or less) Unleaded Gasoline minimum Octane rating 87  
&  
Grade 1, Low Sulpher Diesel Fuel

Specifications, instructions and proposal forms may be obtained upon request from Samuel L. Gill, City Administrator, City of Aliquippa, 581 Franklin Avenue, Aliquippa, PA 15001.

Bids will be opened and read at the regularly scheduled City Council meeting on Wednesday, November 7, 2012 beginning at 7:00 PM.

The City reserves the right to reject any or all proposals, to waive any informalities in bids received and to award contracts in the best interest of the City of Aliquippa.

Samuel L. Gill  
City Administrator

Please publish two (2) times only on October 17, 2012 and October 24, 2012.

**CONTRACT DOCUMENTS**

**FOR**

**ONE YEAR CONTRACT FOR THE PROVISION OF VEHICLE FUEL FOR POLICE,  
FIRE, AND STREET DEPARTMENTS  
BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2013**

**FOR**

**CITY OF ALIQUIPPA  
BEAVER COUNTY, PENNSYLVANIA**

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### **SPECIFICATIONS/SCOPE OF WORK:**

1. The City of Aliquippa is requesting bids for the provisions of vehicle fuel for the Police, Fire and Street Department vehicles.
2. The contract period shall be the calendar year 2013, beginning at 12:01 AM, January 1, 2013 and terminating at 12:00 AM, December 31, 2013.
3. The supplier shall complete and submit a monthly invoice summary statement indicating the following for each purchase:
  - Date of purchase
  - Grade or type of fuel (regular, unleaded, super, etc.)
  - Gallons
  - Pump price per Gallon
  - Dollar amount of purchase
  - Vehicle type and license number (or Car/Truck number)
4. The monthly statement shall include a signed sales slip for each purchase. The signed sales slip shall included all of the above information, any additional services (oil, coolant, etc.) and the signature of the purchaser of the services.
5. The responsible bidder shall submit a certified document stating the current pump price of each type or grade of gasoline. Subsequent certified documents shall be submitted with the monthly summary statement reflecting the effective date of the pump price increase/decrease. Non-submittal of this document shall assume the latest document to be in effect.
6. The basis of award shall be the combination of the current pump price and discount per gallon. The City reserves the right to reject any or all bids and to waive any informalities in the bids received.

## INSTRUCTIONS TO BIDDERS

### General

1. Bidder's submission to the City of Aliquippa shall include *only* the following:
  - a. Bid Proposal Form
  - b. A certified document stating the current pump price of each type or grade of gasoline
  - c. Agreement signed by an authorized representative
2. Bidders may bid on all or any individual or group of items specified.
3. All bids shall be submitted net of Pennsylvania Sales Tax, as the City of Aliquippa is exempt from same.
4. All proposals shall be submitted based on the attached specifications and these instructions.
5. All bids shall be accompanied by a bid bond or cashiers or certified check in the amount of 10% of the total bid made payable to the City of Aliquippa, as a guarantee of the successful bidder entering into a contract with the City at the specified bid price.
6. Escalator clauses will not be accepted and will be cause for immediate rejection of the bid(s).
7. Bid proposals shall be submitted in a sealed envelope, clearly marked "**Bid Proposal for Gasoline**", October 31, 2012 to the City of Aliquippa, City Hall, 581 Franklin Avenue, Aliquippa, PA, 15001, in one of the following manners:
  - Delivered by the U.S. Postal Service on or before Wednesday, October 31, 2012 at 4:00 PM
  - Delivered in person to the City Administrator by 4:00 PM, Wednesday, October 31, 2012.
  - Delivered by private express mail carrier by 4:00 PM, Wednesday, October 31, 2012.
8. Bids will be publicly opened and read at the meeting of City Council on Wednesday, November 7, 2012 beginning at 7:00 PM. Award of a contract, if any, to the successful bidder shall take place at that meeting or a subsequent announced meeting of City Council.

9. All bid proposals shall remain firm for a period of thirty (30) days from the date of bid opening. No bidder may withdraw his bid during such time period.
10. The City will return the bid deposit for all but the three (3) lowest proposals as soon as possible after bid opening.
11. The successful bidder shall, within ten (10) days of award of the contract, furnish the City with a performance bond in the amount of fifty-percent (50%) of the contract price which shall be retained by the City as liquidated damages in the event of failure by the bidder to complete the contract.

## INSTRUCTIONS TO BIDDERS

### Bid Proposal Form

Bids shall be submitted only on the Bid Proposal Form, in the format provided by the City. Submit one (1) copy and retain one (1) copy. All proposals shall be signed by an authorized bidder representative. Failure to do so may be cause for rejection of the bid.

#### **Instructions:**

**Note: In past years, the City of Aliquippa has requested and received a number of bids for gasoline. However, many bidders have failed to follow the instructions for bidding. Not following these instructions leads to confusion in calculating the total amount of discount offered by the bidder to the City. Therefore, any bid that does not comply with the instructions below, or does not provide all requested information, will be rejected as incomplete.**

1. All items on this form must be completed. If an item is not applicable, the item shall be marked N/A by the bidder.
2. Prior to completion, please read all of the instructions. The following are given as a guide:

Bidder's Name:

Enter the name of the authorized representative completing this form.

Bidder's Company Name:

Enter the name of the Parent Company.

Company Address:

Enter the address of the Parent Company.

Location of Service Station:

Enter the address of the service station which will be utilized by the City of Aliquippa if the bidder is successful.

- A. Enter the price paid by the bidder for 87 octane grade gasoline in columns and/or Grade 1, Low Sulphur diesel fuel in column 5. The price must be entered in cents per gallon.
- B. Enter the mark-up cost, which can include franchise tax, state and federal tax, and retail mark-up. Gasoline: Columns 2-4, Diesel Fuel: Column 5.
- C. Sum of A and B. This is the price paid by any customer at the pump. Gasoline: Column 2-4, Diesel Fuel: Column 5.
- D. Enter the percent discount in Column 1. Enter the cents discount, based off of the percent discount in columns 2-5.
- E. Enter the cents per gallon Pennsylvania Sales Tax. The City of Aliquippa is tax exempt.



**BID PROPOSAL FORM:**

*Please read instructions prior to completion*

Bidder's Name:

Bidder's Company Name:

Company Address:

Location of Service Station:

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

	<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
	<b>Regular</b>	<b>Plus</b>	<b>Super</b>	<b>Diesel</b>	
	cents/gallon	cents/gallon	cents/gallon	cents/gallon	

A. Wagon Price per Gallon:  
(as of October 15, 2012)      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

B. Plus Markup per Gallon:      +\$ \_\_\_\_\_      +\$ \_\_\_\_\_      +\$ \_\_\_\_\_      +\$ \_\_\_\_\_

C. Current Pump Price:  
(as of October 15, 2012)      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

D. Less \_\_\_\_\_ % Discount:      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )

E. Net PA State Sales Tax:      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )      (\$ \_\_\_\_\_ )

F. Net Billed Price:      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_      \$ \_\_\_\_\_

**This page left blank to insert landscaped Bid Proposal Form**

G. The bidder provides full service attendant at stated bid price? Yes \_\_\_\_\_ No \_\_\_\_\_

H. Hours of Operation:

Sunday	Open: _____	Close: _____
Monday	Open: _____	Close: _____
Tuesday	Open: _____	Close: _____
Wednesday	Open: _____	Close: _____
Thursday	Open: _____	Close: _____
Friday	Open: _____	Close: _____
Saturday	Open: _____	Close: _____

I. Holidays Observed:

New Years Day	Open: _____	Close: _____
Martin Luther King	Open: _____	Close: _____
President's Day	Open: _____	Close: _____
Good Friday	Open: _____	Close: _____
Easter Sunday	Open: _____	Close: _____
Memorial Day	Open: _____	Close: _____
Fourth of July	Open: _____	Close: _____
Labor Day	Open: _____	Close: _____
Veteran's Day	Open: _____	Close: _____
Thanksgiving Day	Open: _____	Close: _____
Christmas Eve	Open: _____	Close: _____
Christmas Day	Open: _____	Close: _____
New Year's Eve	Open: _____	Close: _____
Other _____ (specify)	Open: _____	Close: _____

Certification:

I, \_\_\_\_\_, an authorized representative of \_\_\_\_\_ do hereby testify that the information provided in the Bid Proposal Form is true and accurate under penalty of law.

\_\_\_\_\_  
Signature

Date

AGREEMENT

ONE YEAR CONTRACT FOR THE PROVISION OF VEHICLE FUEL FOR CITY OF ALIQUIPPA POLICE, FIRE AND STREET DEPARTMENT VEHICLES, BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2013.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the CITY OF ALIQUIPPA, Beaver County, Pennsylvania, hereinafter called the OWNER, Party of the First Part, and A CORPORATION known as \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_

A PARTNERSHIP known as \_\_\_\_\_ consisting of the following members \_\_\_\_\_

AN INDIVIDUAL \_\_\_\_\_ trading as \_\_\_\_\_

of \_\_\_\_\_ (Street address) City of \_\_\_\_\_ State of \_\_\_\_\_ Hereinafter called the CONTRACTOR, Party of the Second Part

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. The Contractor agrees at its sole expense to furnish services for a one year contract for the provision of vehicle fuel for the Police, Fire and Street Department Vehicles of the Owner, and all service listed in the Specifications, perform all work necessary for or incidental to, and to perform all other obligations imposed by the Contract, in strict conformance with the Specifications attached hereto and made a part hereof which Contract comprises the following Contract Documents which are made a part hereof.

- a. Advertisement
- b. Bid Proposal
- c. This Agreement
- d. Performance Bond
- e. Specifications/Scope of Work

ARTICLE II. The Contractor agrees that all services shall be completed on the days specified in the Bid Proposal. The Contractor further agrees that for each calendar week that the services shall remain unperformed, the Owner may deduct the sum of Two Hundred (\$200.00) per calendar week from the monies due the Contractor, not as a penalty but as liquidated damages. Liquidated damages pursuant to this Article II shall be compensation to the Owner for direct losses due to delay in performance only. Any other provable damages shall continue to be recoverable against the Contractor as the law may provide.

ARTICLE III. The Contractor shall receive and accept the compensation for the provision of vehicle fuel and all services provided in accordance with the prices stipulated in the Bid Proposal, and in the manner provided in Article IV hereof.

ARTICLE IV. Payment to the Contractor shall be made monthly at the regular meeting of the City after satisfactory evidence of complete performance for the previous month.

ARTICLE V. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Owner.

ARTICLE VI. It is agreed that the performance of all work in every respect, from the execution of this Contract until the issuance of final acceptance of said services shall be under the sole charge of and in the sole care of the Contractor and at his sole risk. He shall properly safeguard against any or all damages or injury (including death) to the public and to his employees and shall alone be responsible for any damage or injury (including death) from his undertaking of the performance of the contract to any person or persons or thing. The Contractor will solely and without qualification be responsible for all results for the safety of his employees and other persons, and for compliance with all Local, State and Federal Laws and regulations in all performances under this Contract. Owner will have no right to hire or fire, nor for or over the safety of Contractor's employees and other persons, nor for Contractor's compliance with Local, State and Federal Laws and regulation under this Contract.

ARTICLE VII. The Contractor shall indemnify and save harmless the Owner and all its officers, agents, officials and employees, from all claims, liabilities, suit judgments, verdicts, action or proceedings at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, or related to the services of the provision of vehicle fuel which is the subject of this agreement, including among other things, injury to property and injury to and sickness and death of each and every person or persons whatsoever, including without limitation, members of the public and officers, agents, officials and employees of the contractor or any sub contractor, and Contractor shall defend or cause to be defended all such above described claims, liabilities,

judgments, verdicts, suits, actions or proceedings, groundless or not, which may be commenced against Owner or their officers, agents, officials and employees, and Contractor shall pay or cause to be paid any and all judgments which may be secured in any such actions, claims, liabilities, judgments, verdicts, proceedings or suits, and Contractor shall defray or cause to be defrayed any and all expenses, including costs and attorney's fees which may be incurred in or by reason of such actions, claims, liabilities, judgments, verdicts, proceedings or suits.

ARTICLE VIII. In the event of conflict between this Agreement and any of the Contract Documents, the provisions of this Agreement shall govern.

ARTICLE IX. The Contractor represents and warrants to the Owner that:

(a). The Contractor is solvent financially and is experienced in and is competent to complete performance as provided in Article I; and

(b). The Contractor is familiar with all federal, state, local or other regulatory laws, ordinances and/or regulations, which in any manner whatsoever, may affect the services to be rendered pursuant to this agreement and the performance provided in Article I, including the Anti-Bid Rigging Act of 1983, Oct 28, P.L. 176, No. 45, 73 P.S. 1611 et seq as amended; and

(c). The Contractor has examined carefully the Contract Documents, has made such tests and examinations as he believes necessary to submit a bid based upon information secured by him independently and not based on information coming from the Owner or its agents or officials, and has become familiar, by his own investigations, with all of the various conditions which may affect the performance of such contract.

ARTICLE X. The Contractor shall comply with all applicable Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE XI. Regardless of any other provisions in any portion of the Contract Documents, the Owner shall have no duty to inspect and determine whether the Contractor is complying with Federal, State and Local laws, rules, regulations, requirements, precautions, orders and decrees, and further, the Owner shall not have any duty to enforce such laws, rules, regulations, requirements, precautions, orders and decrees.

ARTICLE XII. It is the intention of the parties to be legally bound by this instrument, and their respective heirs, executors, administrators, successors and assigns are likewise bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) copies under seal the day and year first above written.

CITY OF ALIQUIPPA  
Beaver County, Pennsylvania

ATTEST:

(CITY SEAL)

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



(AFFIX CORPORATE  
SEAL)

\_\_\_\_\_  
Corporation-Contractor-Name

ATTEST:

\_\_\_\_\_ Authorized Representative



\_\_\_\_\_  
Individual-Contractor-Fictitious Name (SEAL)

WITNESS:

\_\_\_\_\_ Individual Contractor

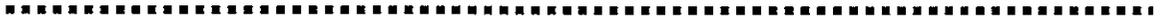


\_\_\_\_\_  
Individual-Contractor-Fictitious Name (SEAL)

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Individual Contractor



\_\_\_\_\_  
Partnership-Contractor-Fictitious Name

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Partner (SEAL)

## IMPORTANT NOTICE

ATTACHED TO THIS BID SPECIFICATION/INVITATION IS A NON-COLLUSION AFFIDAVIT. THE AFFIDAVIT MUST BE COMPLETED AND SUBMITTED WITH THE BID.

FOLLOWING ARE INSTRUCTIONS FOR COMPLETION OF THE AFFIDAVIT:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employer of the bidder who makes the final decision on prices and the amount quoted with bids.
3. Bid-Rigging, as that term is defined in Section 2 of the Pennsylvania Anti-Bid Rigging Act, 73 P.S. § 1612, and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for that purpose of giving false appearance of completion.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

Contract/Bid No. \_\_\_\_\_  
STATE OF \_\_\_\_\_ SS

COUNTY OF \_\_\_\_\_

I State that I am \_\_\_\_\_  
(Title/Officer)

of \_\_\_\_\_  
(Name of Firm, Business or Company)

and that I am authorized to make this Affidavit on behalf of the bidder named below and its owners, directors, and officers. I am the person responsible for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_  
(Name of Firm, Business, Organization)

its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

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

This Affidavit is submitted with the understanding that if the person or entity on behalf of whom the Affidavit is made has been convicted of or found liable for any act, prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract within the last three years, then that may be grounds for consideration on the question to that person or entity on the basis of a lack of responsibility.

I state that \_\_\_\_\_  
(Name of Firm, Business or Company)

understands and acknowledges that the above representations are material and important, and will be relied on by the City of Aliquippa of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position/Title/Office)

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

I state that \_\_\_\_\_ understands  
(Name of Firm, Business or Company)

and acknowledges that the above representations are material and important, and will be relied on by the City of Aliquippa in awarding the contract(s) for which this bid is submitted. I understand and the company named below understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Aliquippa of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name of Company Position/Title/Office)

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

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