DANIEL BOONE AREA
SCHOOL DISTRICT

501 Chestnut Street
Birdsboro, PA 19508
610.582.6140
www.dboone.org

2027 DIESEL FUEL SUPPLY

INVITATION FOR SEALED COMPETITIVE BIDS

Issue date: **[Friday, November 19, 2026]**. Yellow highlighting identifies information or approvals the District must finalize before advertisement.

Contract period	January 1, 2027 - December 31, 2027
Estimated annual volume	60,000 gallons; estimate only, not a purchase guarantee
Delivery location	Krise Transportation, 335 Monocacy Hill Road, Birdsboro, PA 19508
Contact for written questions	Jason Withers, Director of Facilities and Contracted Services | jason.withers@dboone.org
Electronic bid submission (email only)	Jason.Withers@dboone.org | Deadline: **[Friday, December 4, 2026, at 2:00 PM EST TIME]** | Public Opening: **Friday, December 4, 2026 at 2:30 PM**

1. Invitation, scope, and award

Daniel Boone Area School District (District) invites sealed bids from qualified fuel suppliers to furnish and deliver diesel fuel for District school transportation during the 2027 calendar year. The anticipated requirement is approximately 60,000 gallons, but actual quantities may be higher or lower. The district makes no minimum purchase commitment. The above ground designated fuel storage tank at Krise Transportation, 335 Monocacy Hill Road, Birdsboro, PA 19508, has a total capacity of **9,000 gallons**.

This is a competitive purchase of supplies under the applicable provisions of the Pennsylvania Public School Code, including Section 807.1, and District purchasing procedures. Subject to Board approval, the district intends to award a contract to the lowest responsible, responsive bidder using the uniform pricing method in Section 3 and Bid Form A. Product quality, required delivery service, insurance, and other specifications are mandatory requirements, not discretionary price-scoring factors.

The district may reject any or all bids, waive immaterial irregularities as permitted by law, and verify the responsibility and qualifications of bidders. No award is binding until approved by the Board of School Directors and reduced to a written agreement signed by the district. All bids must be received electronically no later than **Friday, December 4, 2026, at 2:00 PM EST**.

Following the submission deadline, bids will be reviewed by authorized District representatives for pricing, compliance with specifications, insurance requirements, and vendor qualifications.

The district will prepare a bid comparison and recommendation for consideration by the Board of School Directors at its **December 14, 2026, meeting**.

2. Fuel and delivery specifications

2.1 Required product

- Provide on-road, undyed No. 2 Ultra-Low Sulfur Diesel (ULSD), maximum sulfur content 15 ppm, meeting ASTM D975 and applicable federal and Pennsylvania requirements. 10% biodisel / winter blend when required.
- Disclose the proposed biodiesel content, if any. Any alternative blend or substitution requires prior written District approval and must be compatible with the buses and equipment being fueled.
- Include all winter treatment, anti-gel additives, and cold-flow protection needed for reliable operation in seasonal southeastern Pennsylvania conditions in the bid price. Provide treatment records or product specifications on request.
- Supply clean, marketable product free from water, sediment, or other contamination. The supplier shall investigate complaints promptly and, to the extent it caused nonconforming fuel, replace the product and pay reasonably directly related costs.

2.2 Deliveries and emergency service

- Deliver only to the designated tank(s) at the Krise Transportation site. Before the first delivery, coordinate access, approved fill points, tank capacity, receiving hours, and delivery protocols with the district and tank operator.
- Accept purchase orders or delivery requests only from individuals authorized in writing by the district. Normal orders placed during business hours shall be delivered within 48 hours, unless the district agrees otherwise in writing.
- Provide a 24-hour emergency contact and, when fuel service is threatened, use commercially reasonable efforts to provide an emergency delivery within 24 hours of an emergency request. Any emergency/after-hours delivery charge must be included in the bid differential; separate charges are not permitted.

- The minimum normal delivery quantity shall be **Total tank capacity is 9,000 gallons**. Bids may not impose a larger minimum, annual volume obligation, fuel allocation requirement, or delivery maximum without a disclosed exception.
- Use properly licensed personnel and compliant equipment. Before unloading, verify available tank capacity, supervise the transfer, prevent overfills, and suspend delivery if unsafe conditions are found.
- Provide a dated, numbered delivery ticket showing the delivery address, product, measured gallons, truck/meter identification, and start/finish or other applicable meter readings. Provide a copy to the district and the tank operator.

3. Pricing and bid evaluation

3.1 Required indexed pricing

All bidders shall use the SAME designated market benchmark shown below. Bidders compete by offering one fixed supplier differential, stated as dollars per gallon (positive markup or negative discount). The supplier differential must remain unchanged throughout the contract period.

[Daniel Boone Area School District is a tax-exempt public school district in the Commonwealth of Pennsylvania.

All bidders shall submit pricing based on the district's applicable tax-exempt purchasing status. Pennsylvania motor fuel taxes shall be included in pricing and invoices for purchases that qualify for exemption under applicable Pennsylvania law.

The supplier shall identify any applicable federal excise taxes, statutory assessments, or other legally required charges and indicate whether these amounts are included in the designated fuel pricing index.

No tax or fee already included in the published index may be charged a second time. All transportation, delivery, winter additives, fuel surcharges, and supplier fees must be included in the fixed supplier differential.

The successful bidder shall provide invoices clearly identifying the published index price, awarded supplier differential, gallons delivered, and any legally applicable taxes or statutory charges.

The district will provide appropriate tax-exemption documentation as required by law.

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Pricing benchmark	OPIS (Oil Price Information Service), daily wholesale No. 2 Ultra-Low Sulfur Diesel (ULSD) rack pricing. All bidders must use the same District-designated OPIS price series and tax basis.
Applicable benchmark date	Published index price for the delivery date; if unavailable, use the most recent preceding business day with a published price.
Invoice price per gallon	Applicable benchmark price + awarded fixed supplier differential + any separately authorized, legally applicable charge not already reflected in the benchmark. Pennsylvania motor fuel tax is excluded for qualifying District tax-exempt purchases.
Costs included in differential	Delivery, transportation, unloading, winter additives, supplier overhead, standard and emergency service, and all other vendor fees.

No separate fuel surcharge, freight charge, administrative fee, environmental fee, minimum-load charge, or unilateral price adjustment may be assessed. The supplier bears the cost of obtaining the designated index. Each invoice shall show the index date and value, awarded differential, gallons delivered, and any separately authorized statutory charges. Taxes or fees already contained in the selected index may not be added a second time.

3.2 Evaluation and award

Because all bidders use the same fuel specification, market index, delivery location, and service requirements, the district will rank responsive bids by the fixed supplier differential in Bid Form A. Bids shall be prepared on the same anticipated Pennsylvania motor-fuel-tax-exempt basis described in Section 4. The lowest differential produces the lowest evaluated delivered cost for the common estimated volume of 60,000 gallons. No bidder-specific tax assumption or optional charge will be used to change the award ranking.

Only the required indexed-price bid will be evaluated for award under this solicitation. A fixed-price proposal is not requested and will not be considered for award unless the District separately establishes and advertises an appropriate evaluation method before bids are due.

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3.3 Bid validity

The fixed supplier differential shall remain open for acceptance for 90 calendar days after the public bid opening and, if awarded, shall apply to eligible deliveries throughout January 1 through December 31, 2027. No automatic renewal applies.

4. Tax treatment, fuel ownership, and records

Pennsylvania motor fuel tax. The district intends to purchase qualifying diesel fuel exempt from Pennsylvania oil company franchise tax (the state motor fuel tax) under 75 Pa.C.S. § 9004(e)(4) and 61 Pa. Code § 315.3. Bidders shall quote on that Pennsylvania motor-fuel-tax-exempt basis. The successful supplier must hold the appropriate Pennsylvania distributor registration, document qualifying tax-exempt sales, and must not add Pennsylvania motor fuel tax to the price of fuel that meets the exemption requirements. The district will provide legally required purchasing and exemption documentation.

District purchase and use. All fuel shall be ordered directly by the district, invoiced to and paid for by the District, and owned by the district upon accepted delivery. Fuel purchased under this contract shall be dispensed only for authorized District transportation purposes, including buses operating under contract with the district, consistent with applicable tax requirements and the District's written arrangements with Krise Transportation.

Third-party storage and dispensing. Delivery will be made to a facility operated by Krise Transportation. Before the bid is advertised, the district must verify that the storage arrangement, including a District-owned or District-leased tank or storage facility as applicable, fuel title, dispensing controls, and permitted vehicle use, satisfies Pennsylvania Department of Revenue requirements. A supplier's bid does not itself establish those rights. The district shall document the applicable lease and tank-use responsibilities with Krise.

Federal tax and other assessments. Pennsylvania motor fuel tax exemption does not, by itself, establish that every federal excise tax or statutory fuel-related assessment is absent. The supplier shall identify, before award, any federal diesel excise tax, underground storage tank assessment, or other mandatory charge that is included in the designated index or proposed as a separate amount, together with its legal basis and any available credit or refund process. No such amount may be charged twice, and no additional charge may be imposed unless the final bid documents authorize it uniformly for all bidders.

Delivery documentation shall support District fuel inventory reconciliation. The district will separately require the tank operator to maintain auditable records of beginning inventory, deliveries, gallons dispensed by authorized vehicles, and ending inventory, with monthly reporting to the District. The supplier shall provide reasonable supporting delivery records and invoice corrections requested during reconciliation.

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5. Insurance requirements

The successful bidder shall maintain the minimum coverage listed below during the contract term.

Commercial general liability	$1,000,000 each occurrence; $2,000,000 general aggregate
Commercial automobile liability	$1,000,000 combined single limit, including owned, hired, and non-owned vehicles
Workers' compensation	Pennsylvania statutory coverage
Employers' liability	$500,000 minimum
Pollution / environmental liability	$1,000,000 per incident; $2,000,000 aggregate, including fuel loading/unloading and cleanup
Umbrella / excess liability	$2,000,000 minimum

Before first delivery, provide insurance certificates and applicable additional-insured endorsements for the District and, where appropriate, Krise Transportation. Certificates alone do not grant additional-insured status. The supplier shall provide notice of any lapse or material change in coverage and ensure that approved subcontractors satisfy applicable insurance requirements.

6. Safety and environmental responsibility

- Comply with all applicable DOT, FMCSA, CDL, hazardous-materials, OSHA, Pennsylvania DEP, fire-code, and other safety and environmental requirements, as applicable to the supplier and delivery operation.
- Maintain trained personnel, necessary emergency equipment, and an appropriate spill prevention and response process. Promptly contain a release, notify the district and tank operator, and make all legally required reports.
- Be responsible for reasonable response, investigation, cleanup, disposal, and restoration expenses to the extent caused by the supplier, its personnel, equipment, or approved subcontractors. Liability for pre-existing contamination, tank defects, or another party’s conduct shall be determined under applicable law and the parties’ agreements.
- Do not unload into a tank that appears unsafe, unsuitable, or unable to receive the proposed volume. Stop work, advise the tank operator and District, and resume only after the concern is resolved.
- Do not use a subcontracted delivery carrier without the District’s prior written consent. An approved subcontractor does not relieve the prime supplier of contractual responsibility.

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7. Supplier qualifications and contract conditions

- Provide evidence of authorization to distribute the specified fuel, a reliable local delivery capability, references from comparable school/fleet accounts, and an emergency contact.
- Disclose all proposed exceptions to the bid specifications. Undisclosed standard terms, attached price schedules, take-or-pay provisions, volume shortfall charges, and unilateral revisions are not part of the contract.
- Do not assign the agreement or materially change the delivery provider without District written approval.
- A material failure to provide conforming fuel or timely delivery, a serious safety violation, or a lapse in required insurance is grounds for default and, subject to legally required notice/cure where appropriate, termination.
- Following supplier default, the district may obtain substitute fuel and seek recovery of reasonable additional costs directly caused by the default, subject to the final agreement and applicable law.
- The supplier shall indemnify the district against third-party losses to the extent caused by the supplier's negligence, wrongful conduct, or breach, as set forth in the executed contract. Pennsylvania law governs. No waiver of governmental immunity or statutory protections is intended.
- Payment terms shall be net 30 days after receipt of a proper, undisputed invoice, unless a different period is approved by the district in writing. No late fee or interest applies except as required by applicable law.

- The district reserves the right to verify bidder responsibility, insurance, licenses, financial ability, prior performance, and tax compliance. The district will include any required bid security, non-collusion forms, and public-contract certifications in the final bid package. The district reserves the right to verify bidder responsibility, insurance, licenses, financial ability, prior performance, and tax compliance. All bidders shall submit any bid security, non-collusion affidavits, certifications, and other documentation expressly required in the final bid package and under applicable Pennsylvania law.

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8. Email-only bid submission, questions, and public opening

Questions regarding technical specifications shall be submitted in writing to Jason Withers, Director of Facilities and Contracted Services, at jason.withers@dboone.org by **[Thursday, December 3 by 2PM EST]**. Responses that affect bid terms will be issued to all bidders. Oral statements do not alter the bid requirements.

Submission method - email only. Each bidder must submit its complete sealed bid exclusively by email to bids@dboone.org. The subject line must read: "2027 Diesel Fuel Supply - Sealed Bid." The email must include signed PDF copies of Bid Form A, Bid Form B, all required certifications, and a separate list of any exceptions. Hard-copy, hand-delivered, mailed, faxed, portal, or other emailed submissions (including submissions to District employees or the technical-questions contact) will not be accepted. Email is the only permitted submission method for this solicitation.

Receipt deadline. The complete bid email and attachments must be received in the designated Jason.Withers@dboone.org mailbox by **[Friday, December 4, 2026 at 2:PM EST]**. Receipt is determined by the timestamp of the District email system, not the sender's transmission time. Late, incomplete, or inaccessible submissions may be rejected in accordance with applicable law. Bidders are responsible for allowing adequate transmission time and confirming that their attachments can be opened. Do not send bid pricing to the technical-questions contact.

Confidentiality and opening. The district will secure the designated bid mailbox to restrict review of submitted bid contents until the scheduled public bid opening. Bids will remain unopened until **[December 4, 2026 at 2:30PM]**, when the district will open them publicly at **[501 Chestnut St, Birdsboro PA 19508]** and record bidder names and bid prices. Bid communications, original attachments, receipt timestamps, and the bid tabulation will be retained as District procurement records.

Corrections and addenda. Before the bid deadline, a bidder may withdraw its bid by a signed written withdrawal sent to bids@dboone.org or replace it by emailing a complete, signed PDF replacement bid to the same address. A replacement email must use the subject line "2027 Diesel Fuel Supply - REPLACEMENT BID" and clearly supersede the earlier submission. Only the latest timely, complete bid submission will be considered, subject to applicable law. Formal District addenda will be distributed to all bidders by the procedure specified in the published notice.

District setup item (remove before publication). Electronic sealed bids will be received only at bids@dboone.org in accordance with the published submission instructions.

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BID FORM A - REQUIRED INDEXED-PRICE BID

Bidder: Complete every field. The District will evaluate the fixed supplier differential, subject to the full specifications. Do not include extra delivery or surcharge fees.

Legal company name: _____

Business address: _____

Contact name / title: _____

Telephone / email: _____

PA distributor registration no.: _____

District-designated fuel benchmark:

REQUIRED PRICE ITEM	BIDDER RESPONSE
Pennsylvania motor fuel tax (qualifying sales)	EXEMPT - not included in bid differential or invoices
Fixed supplier markup (+) or discount (-)	$_____ per delivered gallon
Illustrative annual supplier differential	60,000 gallons x differential = $_____
Other mandatory supplier fees	NONE - all included in differential
Bid differential valid through	December 31, 2027 if awarded

The designated index and awarded fixed supplier differential determine the price. The price is based on qualifying purchases exempt from Pennsylvania motor fuel tax. Other statutory charges, if any, are subject to Sections 3 and 4. The annual differential calculation does not forecast total 2027 diesel prices; no minimum volume is guaranteed.

Bidder certifications

- We have reviewed all bid documents and addenda, and our differential includes delivery, additives, transportation, normal and emergency service, and other supplier costs.
- We can meet the 48-hour normal delivery standard and maintain a 24-hour emergency contact; exceptions, if any, are attached and identified.
- We will supply the product specified in Section 2 and disclose the product's biodiesel blend and winterization method in Bid Form B.

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- We acknowledge that the district may reject a material exception or nonresponsive bid and that an award requires Board approval and execution of a written agreement.
- We have disclosed all proposed contract terms, exceptions, and subcontractors and have not relied on unwritten or oral modifications.

Authorized signature: _____

Printed name and title: _____

Date: _____

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BID FORM B - DELIVERY AND COMPLIANCE INFORMATION

This form establishes the bidder's compliance with required specifications and assists the District in verifying bidder responsibility. It does not replace Bid Form A.

Required information	Bidder response
Proposed product / ASTM compliance	_____
Biodiesel blend (e.g., B0, B2, B5)	_____
Winterization / cold-flow procedure	_____
Local fuel supply terminal / backup source	_____
Normal delivery dispatch contact	_____
24-hour emergency telephone	_____
Other statutory taxes/fees (disclose index treatment; no alternate charge)	_____
Primary delivery carrier and any subcontractor	_____
Insurance agent / broker contact	_____
Comparable fleet/school customer reference 1	_____
Comparable fleet/school customer reference 2	_____

Delivery and safety confirmations

- We will confirm tank capacity and fill procedures before the first delivery and will not overfill or unload into an unsafe tank.
- We will provide dated, metered delivery tickets and invoices showing gallons, applicable index price, awarded differential, and only separately authorized statutory charges. We will invoice qualifying purchases without Pennsylvania motor fuel tax and will not duplicate amounts included in the index.
- We will maintain the required insurance and provide certificates and endorsements as required before service.
- We will cooperate in good-faith investigations of product quality, delivery discrepancies, and spill incidents.

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Exceptions

List every exception to the specifications, proposed vendor standard terms, subcontracting restrictions, or other qualifications. Write "NONE" if there are no exceptions.

_____

_____

_____

_____

Authorized signature: _____

Date: _____