

**PURCHASE AND DELIVERY OF
90 OCTANE NON-ETHANOL
UNLEADED GASOLINE**



**ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
1 HOLLAND STREET
ERIE, PENNSYLVANIA 16507
(814) 455-7557**

ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
PURCHASE AND DELIVERY OF 90 OCTANE
NON-ETHANOL UNLEADED GASOLINE

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ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
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SECTION I
ADVERTISEMENT FOR BID

The Erie-Western Pennsylvania Port Authority requests bids for the purchase and delivery of an estimated maximum of 75,000 gallons of 90 octane non-ethanol unleaded gasoline from May 1, 2025 to November 15, 2025. Bids must be submitted to the Port Authority offices located at 1 Holland Street, Erie, PA 16507 by 11am, Thursday, April 3, 2025, at which time they will be opened and read publicly. Sixty-day bid hold period applies, and a ten percent bid security is required. Bid documents & specifications may be obtained electronically by contacting the Port Authority at 814-455-7557 or pianta@porterie.org, or by visiting www.porterie.org. Hard copies are also available.

Tony Pianta, Associate Director of Facilities/ Harbormaster
Erie-Western Pennsylvania Port Authority

ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
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SECTION II
DEFINED TERMS

ARTICLE 1 - DEFINED TERMS

1.01 Wherever used in these Contract Documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

A. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or Contract Documents.

B. *Agreement* – The written instrument which is evidence of the Agreement between Owner and Contractor covering the work, materials, supplies, equipment, product and/or services to be purchased/performed.

C. *Bid* – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices of the work materials, supplies, equipment, product and/or services to be purchased/performed.

D. *Bidder* – The individual or entity who submits a Bid directly to Owner.

E. *Contract* – The entire and integrated written Agreement between the Owner and Contractor concerning the work, materials, supplies, equipment, product and/or services to be purchased/performed.

F. *Contract or Agreement Documents* – The Contract Documents consist of the advertisement for Bids or Notice to Bidders, Agreement, Addenda, Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), Bid Security, instructions to Bidders, the general and special conditions, and specifications.

G. *Contractor* – The individual or entity with whom the Owner has entered into the Agreement.

H. *EWPPA* – The Erie-Western Pennsylvania Port Authority, a Pennsylvania third class city port authority pursuant to the provisions of the Third-Class City Port Authority Act of December 6, 1972.

I. *Laws and Regulations* – Any and all applicable Laws, rules, Regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

J. *Notice* – Written Notice shall be deemed to have been duly served if delivered to or provided electronically to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

K. *Notice of Award* – The written Notice by Owner to the apparent successful Bidder stating that upon timely compliance by the apparent successful Bidder with the condition's precedent listed therein, Owner will sign and deliver the Agreement.

L. *Owner* – The individual, entity, public body, or authority with whom the Contractor has entered into the Agreement and for whom the work, materials, supplies, equipment, product and/or services are to be purchased/performed for.

M. *Security* – Bid bond, certified check, and other instruments of Security furnished by the Bidder and his surety in accordance with the Contract Documents.

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SECTION II
INSTRUCTIONS TO BIDDERS

ARTICLE 2 - AWARD OF CONTRACT

2.01 A Contract will be awarded to the Bidder and/or Bidders determined by the EWPPA in its full judgment under all the circumstances to the lowest responsible Bidder meeting Specifications. The Contract will require completion in accordance with the Bidding and Agreement Documents. The Bidder to whom the award is made will be notified at the earliest possible date.

A. The Erie-Western Pennsylvania Port Authority (EWPPA) reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. EWPPA further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. EWPPA also reserves the right to waive any informality in Bids received whenever such rejection or waiver is in its interest.

B. More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

C. In evaluating Bids, EWPPA will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal form.

D. In evaluating Bidders, EWPPA will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, and suppliers.

E. EWPPA may conduct such investigations as deemed necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, and suppliers.

F. The EWPPA reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces a major portion of the work involved.

ARTICLE 3 - INTERPRETATIONS AND ADDENDA

3.01 No oral interpretations will be made to a Bidder as to the meaning of Bidding or Agreement Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Erie-Western Pennsylvania Port Authority (EWPPA). Any inquiry received seven (7) or more days prior to the date fixed for the opening of the Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding and Agreement Documents and when issued, will be on file in the office of the Erie-Western Pennsylvania Port Authority at least five (5) days before Bids are open. In addition, all Addenda will be emailed to each person holding Bidding and Agreement Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Documents and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

ARTICLE 4 - BID SECURITY

4.01 The Bid must be accompanied by a Bid Security in an amount which shall not be less than ten percent (10%) of the total Bid price. The Security shall be in the form of either a Bid bond, or at the option of the Bidder, the guarantee may be a cashier's check, a certified check, a bank draft, or other negotiable U.S.

Government Bond (at par value). The Bid bond shall be secured by a guarantee or surety company listed in the latest issue of U.S. Form 570. The amount of such Bid bond shall be within the maximum amount specified for such company in said form 570. No Bid will be considered unless it is accompanied by the required Security. Cashier's check, certified check or bank draft must be made payable to the order of Erie-Western Pennsylvania Port Authority. Cash deposit will not be accepted. The Bid guarantee will ensure the execution of the Agreement and the furnishing of the Security bond or bonds by the Successful Bidder, all as required by the Documents.

A. Bid Security of the Successful Bidder will be retained until such Bidder has executed and met all other conditions of the Contract Documents, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents within 15 days after the Notice of Award, EWPPA may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

B. Bid Security of unsuccessful Bidders will be returned within seven (7) days after the accepted Bidder has executed the Agreement or if no Agreement has been executed within sixty (60) days after the date of the opening of the Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

ARTICLE 5 - NON-COLLUSION AFFIDAVIT

5.01 Each Bidder submitting a Bid to the EWPPA shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any Bid submitted.

ARTICLE 6 - NON-DISCRIMINATION

6.01 Bidders shall not discriminate against any person employed or seeking employment with the Bidder because of race, color, creed, sex, handicap, or national origin and shall comply with all applicable ordinances, statutes, and Regulations of the City of Erie, Commonwealth of Pennsylvania or Federal Government relating to Equal Employment Opportunities.

ARTICLE 7 - WITHDRAWAL OF BIDS

7.01 Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in the time for delivery in the normal course of business prior to the time fixed for opening and in accordance with the Public Contract Bid Withdrawal Statute; provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Security for any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned.

ARTICLE 8 - BIDS/PROPOSALS

8.01 These Documents include a complete set of Bidding and Agreement forms which are to be properly filled out, executed, and returned to the offices of the Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, Pennsylvania 16507, weekdays between the hours of 8:30 a.m. and 4:00 p.m.

A. All Bids must be submitted on the proposal form supplied by the Erie-Western PA Port Authority (EWPPA) and shall be subject to all requirements of the Bidding and Agreement Documents, including the Specifications and these instructions to Bidders. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in a Bid form by the Bidder. The EWPPA may consider as irregular any Bid in which there is an alteration or departure from the Bid form attached hereto and at its option, may reject the same.

B. Bid Documents, including the Bid, the Bid Security, and the Non-Collusion Affidavit shall be enclosed in an envelope which shall be sealed and clearly labeled BID FOR UNLEADED GASOLINE, and shall include the Bidder's company name, return address, the date and time of Bid opening. Please return the Bid document in its entirety.

C. Bidder shall provide documentation listing the name of the supplier and rack location. **Bid price per gallon from the supplier shall be dated no earlier than two (2) business days prior to Bid opening. Price documentation from supplier on posted rack price per gallon of 90 octane non-ethanol unleaded gasoline must accompany Bid to establish Bid base date.**

D. Any discounts or terms must be shown on the proposal form. Such discounts, if any, will be computed and considered in tabulating the bids.

E. Any transportation and/or any other charges incurred in delivering the product as specified must be included in the price.

F. Sealed Bids shall be in the hands of the Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, PA 16507 by 11am, Thursday April 3, 2025 at which time they will be opened and read aloud.

G. The EWPPA is not liable for non-receipt of Bids sent by ordinary mail, or if delivered in person to any other office other than the EWPPA office. Late deliveries of Bids will not be considered.

H. The Bidder must guarantee the Bid price for sixty (60) days in which timely award will be made in writing.

I. In case of two or more identical Bids tying as to low Bid, the EWPPA reserves the right to select, in its own discretion, from among such identical Bidders, one Bidder who shall be awarded the Contract.

ARTICLE 9 – Taxes

9.01 The Bidder shall include all appropriate taxes or assessments in the Bid price. Upon award of a Contract, the EWPPA shall provide the appropriate forms and documentation for those taxes for which it is exempt.

ARTICLE 10 - CONFORMITY WITH SPECIFICATIONS

10.01 Bidder shall guarantee in submitting his proposal, that the 90 octane non-ethanol unleaded gasoline shall conform in every respect to the latest ASTM standards and the Specifications of the Bid Documents.

ARTICLE 11 - EXECUTION OF AGREEMENT

11.01 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the Successful Bidder shall execute and deliver to the EWPPA an Agreement in the forms included in the Documents and such number of copies as the EWPPA may require.

ARTICLE 12 - ESCALATOR CLAUSE

12.01 Upon the awarding of Contract, the vendor shall have the right to increase or decrease the unit cost of item Bid in the amount equal to the suppliers increase or decrease of such item. Any increase or decrease must be approved by the proper representatives of the EWPPA. The vendor must provide paper or electronic documentation to the EWPPA, including proof of price from the vendor's source of supply, along with the effective date of such increase or decrease. The vendor must advise the proper representatives of the EWPPA immediately of any increase or decrease. The EWPPA will retain the right to adjust any order or delivery schedule upon advance Notice of increases or decreases of such product.

A. It is extremely important that prompt notification of any increase or decrease be reported to the EWPPA upon supplier announcement of such change. The EWPPA reserves the right to cancel the delivery of product due to an increase over the cost of Bid amount.

B. Immediately once the order is placed, the vendor shall provide evidence of supplier's posted rack price per gallon via email at: accountspayable@porterie.org

ARTICLE 13 – CANCELLATION

13.01 The EWPPA shall have the exclusive right to cancel, terminate, or reduce the quantity of the product at any time, or for any of the following reasons:

1. Unit cost is increased in any amount over the Bid price.
2. Total projected cost of entire Contract is increased over the Bid price.
3. Bid product does not conform to specifications as outlined.
4. Bidder does not perform and execute duties as required.
5. Bidder does not provide prompt notification of any cost increase or decrease.

ARTICLE 14 – Quantity

14.01 The total quantity of fuel to be purchased is only an estimate based upon sales/usage over several seasons. Due to uncontrollable factors, those quantities may vary. These estimates should not be construed as a guarantee that the EWPPA will purchase any specific or minimum quantity of unleaded gasoline during the period in question.

ARTICLE 15 – Delivery

15.01 All Bid prices to be FOB Port Authority Facility, Lampe Marina, Foot of Port Access Road, Erie, PA 16507.

A. All deliveries shall be made within a 24-hour period from time of placing such order unless otherwise agreed upon in writing. The time of delivery shall be coordinated with the EWPPA as not to hinder the marinas normal operations. All deliveries shall be made as directed and shall be conducted in a professional and safe manner. All deliveries shall be made in conformance to all current and future rules, Regulations and Laws set forth by all local, state, and federal government. (The Authority may request delivery of a minimum of 2,500 gallons.)

B. The unleaded gasoline shall remain the property of the Contractor until the transfer from the Contractor's truck into the Owner's storage tank.

C. Contractor must provide a copy of the original delivery manifest from the fuel supplier.

ARTICLE 16 – Representative

16.01 The Bidder must provide a representative or agent from his company to make scheduled appearances to the EWPPA Office for the purposes of correcting any potential or existing problems along with notifying the EWPPA of any increases or decreases of cost of product Bid. This shall continue throughout the duration of the Contract.

ARTICLE 17 – DEFAULT

17.01 Failure of Successful Bidder to execute such Agreement and to supply the requested bond or bonds within ten (10) days after the prescribed forms are presented for signature or within the extend period, as the EWPPA may grant, based upon a response determined sufficient by the EWPPA shall constitute a default, and the EWPPA shall declare the Bid Security of such Bidder forfeit and may either award the Contract to the next responsible Bidder or re-advertise for Bids and may charge against the Bidder the difference between the amount for such Contract for the purchase of 90 octane non-ethanol unleaded gasoline that is subsequently executed, irrespective of the amount of the Bid bond. If a more favorable Bid is received, the defaulting Bidder shall have no claim against the EWPPA.

ARTICLE 18 – Payment

18.01 Payment will be made by the EWPPA within thirty (30) days from receipt and acceptance by the EWPPA of delivery of COMPLETE ORDERS of UNLEADED FUEL or the receipt of invoice for same, whichever is received later. Terms offering discount for payment within a stated period (as stated in the proposal submitted by the Bidder) shall be construed by both the EWPPA and the Successful Bidder.

ARTICLE 19 – Insurance

19.01 Respondent shall procure and maintain at the Respondent's own expense for the duration of the agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, occupancy, operation and use of the Premises by Respondent, Respondent's agents, representatives, employees or subcontractors. No later than 10 days after the execution of the Agreement, Successful Bidder shall provide the Owner with the following insurance certificates:

- Comprehensive/Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Workers' Compensation and Employer's Liability of not less than \$1,000,000 per accident.
- Auto Liability Insurance of not less than \$1,000,000
- Umbrella policy of not less than \$5,000,000
- Pollution policy of not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate.
- Insurance certificates naming the Erie-Western PA Port Authority as additional insured
- To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella and Workers Compensation policies in favor of the Erie-Western PA Port Authority, and this clause shall apply to Erie-Western PA Port Authority officers, agents and employees, with respect to all projects during the policy term.

ARTICLE 20 - Laws and Regulations

20.01 Successful Bidder must comply with all rules, Regulations, and Laws established by the City of Erie, County of Erie, Commonwealth of Pennsylvania, and the United States Federal Government relative to the transportation, delivery, and sales of gasoline. The EWPPA shall not be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

ARTICLE 21 – Safety

21.01 Successful Bidder shall be solely responsible for initiating and maintaining all safety precautions and programs in connection with the delivery of gasoline. Contractor shall take all necessary safety precautions and provide the necessary protection to prevent damage, injury or loss to persons, property or environment.

ARTICLE 22 - Renewal Option

22.01 The Erie-Western Pennsylvania Port Authority reserves the right to extend the Contract for an additional period in the year 2026 provided the successful Bidder submits a letter of intent no later than thirty (30) days prior to the date of December 1, 2025.

ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
PURCHASE AND DELIVERY OF 90 OCTANE
NON-ETHANOL UNLEADED GASOLINE

SECTION III
PROPOSAL FORM

PROPOSAL FORM

90 OCTANE NON-ETHANOL UNLEADED GASOLINE

SUBMITTED TO:

Erie - Western Pennsylvania Port Authority
1 Holland Street
Erie, PA 16507

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement to sell and deliver as specified or indicated in the Bidding Documents for the price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid opening.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and other related data identified in the Bidding Documents.
 - B. Bidder does not consider that any further examinations, or data is necessary for the determination of this Bid in accordance with the terms and conditions of the Bidding Documents.
 - C. Bidder has given EWPPA written Notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by EWPPA is acceptable to Bidder.
 - D. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over EWPPA.

5. The price shall include all associated appurtenant labor and equipment necessary to deliver the 90 octane non-ethanol unleaded gasoline to the specified location described in the Contract Documents

6. Bidder represents that the product to be furnished is declared and guaranteed to be in conformance with the Specifications of the Bidding Documents.

Quoted posted rack cost per gallon from the supplier shall be dated no earlier than two (2) business days prior to Bid opening. Price documentation from supplier on posted rack price per gallon of 90 octane non-ethanol unleaded gasoline must accompany Bid to establish Bid base date.

Quoted Posted Rack Cost Per Gallon: (1) \$ _____

It is understood that the Charge Differential per gallon indicated here will remain firm; however, the Rack Cost per gallon will increase or decrease during the duration of the Contract.

Charge Differential Per Gallon:
Delivery of A Minimum Of 2,500 Gallons (2) \$ _____

Taxes and Assessments Per Gallon

Crude Oil Superfund Assess.: \$ _____
State Highway Tax: \$ _____
State Franchise Tax: \$ _____
Federal; Highway Tax: \$ _____
State Underground Tank Fee: \$ _____
Other (Specify): \$ _____

Total Taxes and Assessments Per Gallon: (3) \$ _____

Total Cost Per Gallon Delivered: (4) \$ _____
Sum of lines (1), (2) & (3)

Lump Sum: \$ _____
Line (4) X 75,000

The aggregate of the Lump Sum is the per gallon Posted Rack Price, Total Taxes and Assessments, and the Charge Differential as submitted in this Proposal times the estimated quantity of 75,000 gallons delivered.

The estimated quantity is based upon sales/usage over several seasons. Due to uncontrollable factors, those quantities may vary. These estimates should not be construed as a guarantee that the EWPPA will purchase any specific or minimum quantity of unleaded gasoline during the period in question.

The undersigned agrees that should this proposal be accepted to execute the forms of Contract (and bonds, if demanded), and present the same to the EWPPA within ten (10) days after being notified of the award of the Contract.

The undersigned further agrees that failure to execute and deliver said forms of Contract within ten (10) days, will result in damages to the EWPPA, and as guarantee of the payment of the same, a bond with corporate surety, cashier's check, certified check, bank draft, or other negotiable U.S. Government Bond (at par value) is enclosed, accompanying this proposal, in the amount of at least ten percent (10%) of the total amount of the Bid, and the same may be collected upon and the amount of the proceeds thereof retained by the EWPPA upon such failure, on account of such damages, which it is hereby agreed shall be not less than the amount of said bond, check, or bank draft.

Nothing herein shall be construed to limit the right of the EWPPA to collect additional damages upon proof by the EWPPA of greater damages by reason of failure to execute and deliver such Contract; and the undersigned do hereby expressly waive any right at damages, and also to demand or claim upon such bond, certified check, cashier's check or certificate of deposit or any part thereto.

IN WITNESS WHEREOF WE have hereunto subscribed our names on this _____ day of _____, 2025 in the City of Erie, Pennsylvania.

(Bidder's Firm or Trade Name)

(Address)

(City, State, Zip Code)

(Area Code - Telephone Number)

(Printed Name)

Witness: _____
(Printed Name)

By: _____
(Written Signature)

By: _____
(Witness Signature)

(Title)

BID BOND

BIDDER {Name and Address):

SURETY {Name and Address of Principal Place of Business):

OWNER {Name and Address):

BID
BID DUE DATE _____
PROJECT (Brief Description Including Location):

BOND
BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ (\$ _____)
(use words) (figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER
_____(Seal)
Bidder's Name and Corporate Seal

SURETY
_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

NONCOLLUSION AFFIDAVIT OF BIDDER

State of _____)
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that
has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or
indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or
conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the
_____(Local Public Agency) or any person
interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20_____

(Title)

My commission expires _____

ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
PURCHASE AND DELIVERY OF 90 OCTANE
NON-ETHANOL UNLEADED GASOLINE

SECTION IV
AGREEMENT FORM

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AGREEMENT

THIS AGREEMENT is by and between Erie-Western Pennsylvania Port Authority (hereinafter called OWNER and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE

1.01 CONTRACTOR shall furnish and deliver an estimated 75,000 gallons of 90 octane non-ethanol unleaded gasoline to the OWNER'S facility at a minimum of 2,500 gallons per delivery.

ARTICLE 2 - CONTRACT PRICE

2.01 The owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

The aggregate of the Lump Sum is the per gallon Posted Rack Price, Total Taxes and Assessments, and the Charge Differential as submitted in this Proposal, times the number of gallons actually ordered and furnished, which based on the estimated quantities, is in the estimated total amount of:.

Per gallon quoted rack price including Taxes and Assessments. \$ _____

Per gallon above rack price (Charge Differential). \$ _____
Charge Differential

Times (X) 75,000 estimated gallons. \$ _____
Estimated Total Amount

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.01 The term of this Agreement shall be from May 1, 2025 to November 15, 2025,

ARTICLE 4 – COMPONENT PARTS OF THIS AGREEMENT

4.01 This Agreement consists of the attached Contract Documents, all of which are as fully a part of this Agreement as if herein set.

A. The Contract Documents consist of the following:

1. This Agreement;
2. Instructions to Bidders.
3. Specification for 90 octane non-ethanol unleaded gasoline.
4. Addenda (numbers ____ and ____.)
5. Notice of Award.
6. Contractor's Bid.

ARTICLE 5 – RENEWAL OPTION

5.0 The Owner reserves the right to extend the Contract for an additional period in the year 2026 provided the Contractor submits a letter of intent no later than sixty (60) days prior to December 1, 2025.

ARTICLE 6 – MISCELLANEOUS

6.0 Successors and Assigns

A. The Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.1 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.2 Indemnification

A. It is agreed that the Contractor shall indemnify and hold harmless the Owner from all claims, losses, costs of damage to persons or property occurring in the performance of this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor.

OWNER:

CONTRACTOR:

Erie-Western Pennsylvania Port Authority

By: _____

By: _____

Julie Slomski
Executive Director

Date: _____

Date: _____

Attest _____

Attest _____

NOTICE OF AWARD

Dated: _____

TO:

ADDRESS: _____

CONTRACT: Erie-Western Pennsylvania Port Authority – Purchase and Delivery of 90 Octane Non-Ethanol Unleaded Gasoline

PROJECT: Purchase and Delivery of 90 Octane Non-Ethanol Unleaded Gasoline

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Purchase and Delivery of 90 Octane Non-Ethanol Unleaded Gasoline

The Contract Price of your Contract is as follows:

The aggregate of the Lump Sum is the per gallon Posted Rack Price, Total Taxes and Assessments, and the Charge Differential as submitted in this Proposal, times the number of gallons actually ordered and furnished, which based on the estimated quantities, is in the estimated total amount of:.

Per gallon quoted rack price including Taxes and Assessments.	\$ _____	_____
Per gallon above rack price (Charge Differential).	\$ _____	_____
	Charge Differential	Use Words
Times (X) 75,000 estimated gallons	\$ _____	_____
	Estimated Total Amount	Use Words

Two copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the OWNER two fully executed counterparts of the Contract Documents including.
2. Deliver with the executed Contract Documents the Certificate(s) of Insurance as specified in the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Erie-Western Pennsylvania Port Authority

By: _____
(AUTHORIZED SIGNATURE)

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ERIE-WESTERN PENNSYLVANIA PORT AUTHORITY
PURCHASE AND DELIVERY OF 90 OCTANE
NON-ETHANOL UNLEADED GASOLINE

SECTION V
TECHNICAL SPECIFICATIONS

ERIE - WESTERN PENNSYLVANIA PORT AUTHORITY
SPECIFICATION FOR 90 OCTANE NON-ETHANOL UNLEADED GASOLINE

Detail Specifications outline minimum acceptable standards for materials, equipment, and supplies furnished under this Contract. All materials and supplies furnished shall be new, of first quality, and the best of their respective type for the use intended. All products should comply with the most current state and federal Regulations.

<u>ASTM</u> <u>Property</u>	<u>Limit</u>			<u>Test Method</u>
Color	Undyed			---
Corrosion, Copper Strip	1 Max.			D-130
Existent Gum, mgs/100ml	5.0 Max.			D-381
Oxidation Stability, minutes	240 Min.			D-525
Octane, Research	91.0 Min.			D-2699
Octane, Research & Motor,	89.0 Min.			
Sulfur, Wt. %	0.10 Max.			D-2622
Lead Content, gms/gal.	0.01 Max.*			D-3237
Phosphorous Content, gms/gal.	0.003 Max.*			
Distillation:				D-86
	Spring & Fall March 1-May 1 <u>Sept. 1-Nov.1</u>	Summer May 1 to <u>Sept. 1</u>	Winter Nov. 1 to <u>March 1</u>	
10% Evaporated, °F	131 Max	140 Max	122 Max	
50% Evaporated, °F	170 Min/235 Max	170 Min/240 Max	170 Min/230 Max	
90% Evaporated, °F	365 Max	365 Max	365 Max	
End Point, °F	437 Max	437 Max	437 Max	
Reid Vapor Pressure, psi:				D-323
	13.5 Max	11.5 Max	15.0 Max 16.5 Max	Nov. 1-Dec. 1 Dec. 1-Mar. 1
Vapor/Liquid Ratio, V/L-20 °F	116 Min	124 Min		D-439 105 Min

***Maximum in Refinery Tankage**