

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Liquid Propane Gas (LPG) and Maintenance 2023
Bid Summary

The North Penn School District is hereby soliciting bids to submit bids for:
Liquid Propane Gas (LPG) and Maintenance 2023

All bids shall be submitted on the enclosed district forms. The sealed bid proposal package should also include:

- A Bid Bond or Certified Check for 10% of the total bid price.
- Completed and notarized Non-Collusion Affidavit.
- Completed and notarized Vendor's Qualification Statement.
- 1 Signed Original Copy

The North Penn School District is exempt from Pennsylvania state sales tax.

**The Liquid Propane Gas (LPG) and maintenance contract will be
for the Years of July 1, 2023, through June 30, 2025.**

**IT IS NOT GUARANTEED THAT THE LPG AND MAINTENANCE CONTRACTS WILL BE
AWARDED TO THE SAME VENDOR. THE DISTRICT MAY AWARD THE LPG AND
MAINTENANCE CONTRACTS COMBINED OR INDEPENDENT OF ONE ANOTHER.**

A pre-bid onsite visit will occur on Thursday, March 30th at 11:00AM

PLEASE NOTE: The onsite visit IS NOT MANDATORY.

See "Attachment A" for directions to the meeting site.

Sealed bids will be accepted for the "Liquid Propane Gas (LPG) and Maintenance Bid 2023"
until April 11, 2023, at 1:00 p.m. Sealed bids must be clearly labeled:

"Liquid Propane Gas (LPG) and Maintenance Bid 2023"

**and delivered to Dawn Johnston at the Educational Service Center,
401 E. Hancock St., Lansdale, PA,**

and will publicly be opened via Zoom meeting at 2:00 p.m. on April 11, 2023.

Directions to the Zoom meeting will be posted 30 minutes prior to the opening at:
www.npenn.org/bidspec.

All questions regarding this bid should be directed to:

Dawn Johnston

Procurement Supervisor

401 E. Hancock St.

Lansdale, PA 19446

NPprocure@npenn.org

215-853-1011

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

General Conditions for Bid

1. The North Penn School District Board of School Directors invites bidders to submit sealed bids for the furnishing and delivery of **Liquid Propane Gas (LPG) and Maintenance Bid**.
2. **Bids will be accepted until 1:00 PM on Tuesday, April 11, 2023.** The bids will be **opened at 2:00 PM on April 11, 2023 via Zoom**. Please see NPSD website, www.npenn.org/bidspec, for Zoom meeting details a half an hour prior to the bid opening.
3. The bid must be submitted in a sealed envelope and clearly marked on the outside, **“Liquid Propane Gas (LPG) and Maintenance Bid 2023”**.
4. Bids shall be submitted **on the enclosed Bid Proposal Form**. Bids must be typewritten or written with ink and signed by the individual, partners, or corporate officer.
5. The successful bidder shall bid in strict accordance with the specifications as set forth. **No substitutions or alternates are permitted.**
6. **A BID BOND OR CERTIFIED CHECK IN FAVOR OF THE NORTH PENN SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE TOTAL BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. THE BOND MUST BE ISSUED BY AN INSURANCE COMPANY.** Only the bid bonds or certified checks of the successful bidders will be held until all terms of the contract are completed. The bid bonds or certified checks of the unsuccessful bidders will be returned at the time of the awarding of the contract.
7. **Delivery and maintenance service, at the designated District site location as listed in Attachment A, will cover the period of July 1, 2023, through June 30, 2025.**
8. The North Penn School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of ninety (90) days from the date of bid opening.
9. Bidder shall insert the price per stated unit and the total cost extension against each item in the schedule hereto annexed, which the bidder has proposed to furnish and deliver. **The unit price inserted must be net and must include all delivery charges – No Exceptions.** In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
10. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.
11. No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
12. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as specified, and that all of the articles shall be subject to the inspection and approval of the School District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School District. In the

event that any articles are rejected as damaged, or not in conformance with these specifications, such articles shall be removed immediately and other articles of proper quality as set forth in these specifications shall be furnished in place thereof, all at the expense of the successful bidder.

13. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the School District is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.
14. **INVOICING:** The successful bidder must furnish delivery tickets with each fuel delivery. Payment will only be made on gallon information printed on metered tickets. Partial compartment deliveries, unless made by prior ticket, will not be accepted. Invoicing shall indicate the date of delivery, quantity of delivery, and pricing. No temperature correction factors shall be applied to the invoice. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
15. **DISCRIMINATION PROHIBITED:** According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 15.1 That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub- contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
 - 15.2 That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed or color;
 - 15.3 That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
 - 15.4 That this contract may be canceled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of the contract.
16. **INSURANCE:** The successful bidder must maintain in full effect the following minimum insurance coverage:
 - 16.1 General Liability Insurance – General liability insurance coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date or retroactive date shall predate the contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the contract or later if otherwise specified in this request for bid. Such shall be endorsed with a save harmless clause in favor of the North Penn School District, its officers, members, and employees

- Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 in aggregate
 - Property Damage: \$1,000,000 per occurrence/\$2,000,000 in aggregate
- 16.2 Automobile Liability (Including owned, on-owned and hired vehicles).
- Bodily Injury: \$1,000,000 single combined limit
 - Property Damage: \$1,000,000 single combined limit
- 16.3 Workers' Compensation and Employers' Liability
- Employers' Liability: \$500,000 per occurrence/\$1,000,000 in aggregate
 - Statutory limits for Workers' Compensation
- 16.4 If special hazards, such as might result from blasting, represent a possibility, these shall be covered by a rider to the policy or policies in an amount of not less than \$100,000.
- 16.5 Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to the School District showing the insurance coverage required above. Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.
17. **HUMAN RELATIONS ACT:** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
18. **COMPETENT WORKERS:** According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the district where the work is being done.

19. **STANDARD OF QUALITY:** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.
20. **COMPLIANCE WITH POLICY/LAW:** Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.
21. **ADDENDUMS:** If the need arises for an addendum to the bid specifications the district will post the clarification to www.npenn.org/bidspec no later than April 4, 2023. It is the responsibility of bidders to ensure all addendums have been reviewed prior to submission of the bid.

- END OF GENERAL CONDITIONS FOR BID -

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et sec., 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 employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement 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 associated 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 non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

NON-COLLUSION AFFIDAVIT FORM
For Liquid Propane Gas (LPG) and Maintenance 2023

State of _____ County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers.
I am the person responsible in my firm for 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) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a 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 non-competitive bid or other form of competitive bid.
4. The bid of my firm 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 non-competitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees
(name of my firm)
are not currently under investigation by any governmental agency and have not in the last four 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:

I state that _____ understands and acknowledges that the above
(name of my firm)
representations are material and important, and will be relied on by North Penn School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the North Penn School District of the true facts relating to the submission of bids for this contract.

(Name)

and

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____.

SIGNATURE OF NOTARY

Printed Name Notary Public

My Commission Expires

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

Vendor's/Contractor's Qualification Statement

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by:	Corporation
Name:	Partnership
Address:	Individual
Principal Office:	Joint Venture
Phone:	Other

1. How many years has your organization been in business as a vendor/contractor?
2. How many years has your organization been in business under its present business name?
3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's name: _____
 - d. Vice President's name(s): _____
 - e. Secretary's or Clerk's name: _____
 - f. Treasurer's name: _____
 - g. List names and address of all parties holding greater than 10% interest in the corporation.
4. Trade References:
5. Bank References:
6. Name of bonding company and name and address of agent:

7. Dated at

this _____ day of _____, 20_____.

Name of Organization: _____

By: _____

Title: _____

8. _____ being duly sworn deposes and says that he/she is the
_____ of Vendor/Contractor and that answers to the foregoing
questions and all statements therein contained are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____.

SIGNATURE OF NOTARY

Printed Name Notary Public

My Commission Expires

- END OF QUALIFICATION STATEMENT -

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

Liquid Propane Gas (LPG) and Maintenance Bid Specifications

The North Penn School District (NPSD) is seeking Liquid Propane Gas (LPG) and Maintenance bids for the District's LPG fueled fleet of school buses. NPSD owns an 18,000-gallon storage tank and system located at the North Penn High School Bus Depot located at 1340 Valley Forge Road, Lansdale, PA 19446. The district will soon own 46 propane powered buses, and has approximately 58 propane powered buses utilized from a contractor. The district will continue to purchase propane buses through attrition.

The awarded bidder for the maintenance will be responsible for all maintenance, repairs and ongoing compliance associated with the LPG fuel equipment, including, but not limited to, the LPG storage tank, dispensers and pumps.

The awarded supplier will complete and comply with what is needed in order to provide the District the ability to obtain our allotted Federal Fuel Tax Rebate.

The awarded LPG vendor must be sure that all fuel is HD-5 Propane and includes any additives necessary, such as Methanol.

**A Prebid Onsite Visit will occur on Thursday, March 30th 11:00 a.m.,
please see Attachment A for directions to the meeting site.**

It is the District's desire to lock in the price of the LPG fuel and maintenance from July 1, 2023 through June 30, 2025.

- Anticipated usage for the 2023-2024 school year is 320,000 gallons
- Anticipated usage for the 2024-2025 school year is 350,000 gallons

Propane Equipment Details

- 18,000 propane tank and skid manufactured by LPG Ventures.
- (4) Ebsray RC 20 propane pumps.
- (2) 9899KXDTK Atlas/Gasboy dispensers.
- Tank relief valves, internal valves, and piping valves manufactured by Rego.
- Misc. ball valves, forged steel fittings, pipe manufactured by Jomar, Bonney Forge, and Wheatland Tubing.
- The propane tank **DOES NOT** have a back-up generator attached. However, there is a generator Transportation to utilize if need be. To date, we have not experienced an outage that required the use of a generator.

Training & Safety

The qualified LPG fuel contractor shall supply safety training on the proper handling of the LPG fuel and the refueling of vehicles for drivers and mechanics as requested by NPSD.

- A. Annual LPG fueling training – In person fueling demonstration for all drivers will be required.
- B. Annual safety training on vehicles – In person coordinated safety training required for all drivers and local first responders. Training may be scheduled during evening hours to allow participation of local first responders.

- C. Presentation of Safety training certificate to fleet operators and technicians
- D. Provide detailed instructions for safe LPG fueling of a motor vehicle
- E. Provide detailed explanation of your organization's standard emergency procedures for:
 - 1. LPG gas leak procedures
 - 2. LPG Fire/Explosion Procedures

Information to Include with Qualified Bid

- A. The district requires that emergency transit time to and from 1340 Valley Forge Road, Lansdale, PA 19446 be less than 3 hours from notification.

The qualified bidder must provide service provider location with bid.

Failure to respond within the noted timeframe will result in a discount of 25% of the fuel costs. Notification of emergency needs would occur between 6:00AM-4:30PM.

- B. The district requires a contingency plan to provide fuel in the event of a break down, natural disaster, or loss of power to the onsite storage tank. The qualified bidder must provide mobile filling in the event of break down, natural disaster, or loss of power to the onsite storage tank.

The vendor will be expected to wet-fill all school buses in the event of any emergency situation that would prevent school buses from being operational.

- C. The district requires that auto-replenish and delivery be provided. The qualified bidder must be able to monitor propane levels remotely to allow for auto-replenishment.
- D. **If bidding the maintenance contract, a list of at least 3 (three) references (preferably school districts) for maintenance work is required.**

Delivery & Service Items to Bid

- A. General Maintenance – Bid Routine Maintenance intervals and price per preventative maintenance. The maintenance is for the labor only. The North Penn School District will pay for the replacement parts, unless covered by the manufacturer's warranty.
- B. Emergency Maintenance – Bid emergency service charge if applicable and structure (flat fee/hourly).

- END OF BID SPECIFICATIONS -

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Bid Proposal Form

Liquid Propane Gas (LPG) and Maintenance Bid 2023

We, the undersigned, have reviewed the specifications herein for the supply of the above listed item(s). We propose to furnish and deliver all materials and accessories to complete the work, in accordance with the attached Bid Specifications and General Conditions. We understand that the North Penn School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law.

Company Name		Date
Company Address		
Authorized Signature	Printed Name	Title
Phone Number	Fax Number	Email Address

DELIVERY SERVICE LOCATION:

ACKNOWLEDGEMENTS:

- ☐ Bidder can provide mobile filling, within 3 hours of notification, in the event of break down, natural disaster, or loss of power to the onsite storage tank. Failure to respond within the noted timeframe will result in a discount of 25% of the fuel costs. No additional charges for emergency fueling are permitted.

- ☐ Bidder can monitor propane levels remotely to allow for auto-replenishment.

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Bid Proposal Form (continued)

The Liquid Propane Gas (LPG) and maintenance contract will be for the years of July 1, 2023, through June 30, 2025.

<u>LPG COSTS</u> *			
Year	Time Period	Annual Projected Gallons***	Price Per Gallon **
1	July 1, 2023 – June 30, 2024	320,000	
2	July 1, 2024 – June 30, 2025	350,000	

MAINTENANCE	Year 1		Year 2	
	\$Per Visit	\$Per Hour	\$Per Visit	\$Per Hour
Quarterly General (Preventative) Maintenance				
Emergency Maintenance				

* **It is not guaranteed that the LPG and Maintenance contracts will be awarded to the same vendor. The district may award the LPG and Maintenance contracts combined or independent of one another.**

** **Price Per Gallon – Price must include delivery and all associated costs.**

*** **No penalties or added charges for actual purchased quantities over or under the noted annual projection will be accepted.**

ANTICIPATED BID AWARD WILL BE APRIL 20, 2023.

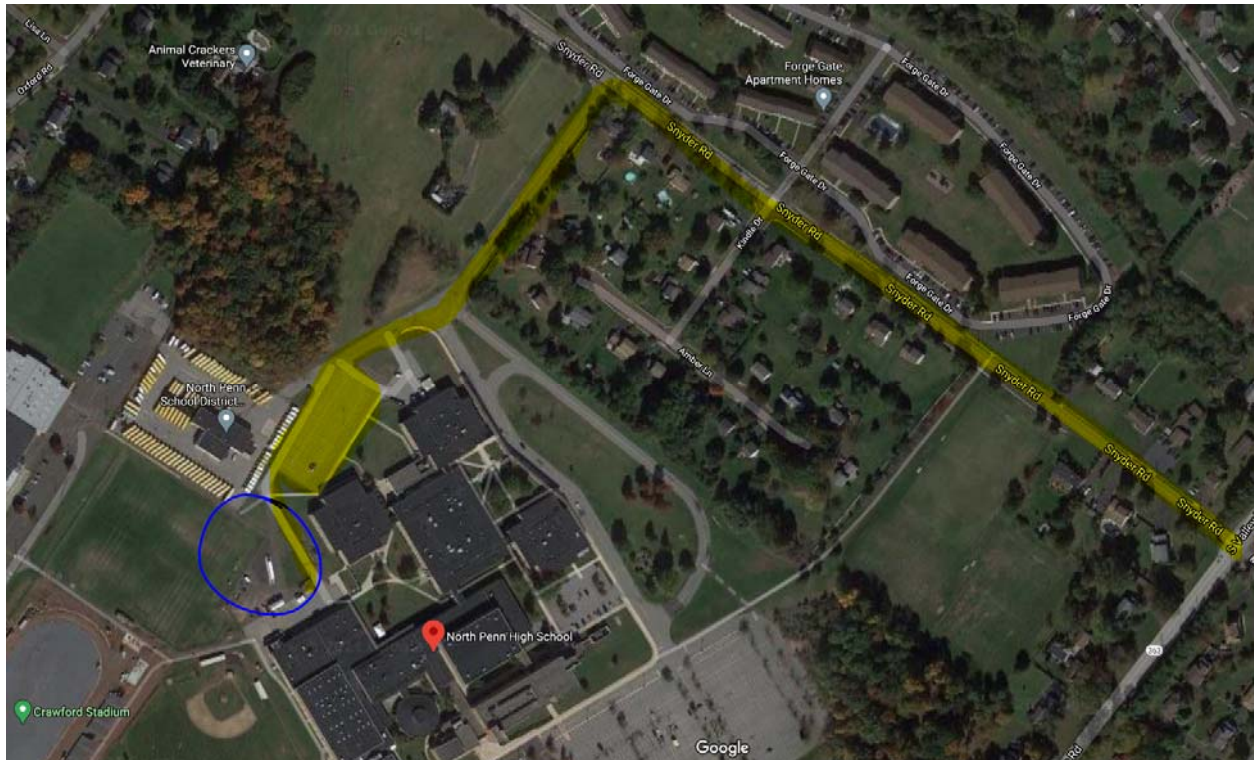
LPG FUEL DELIVERY AND MAINTENANCE WILL BEGIN JULY 1, 2023.

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

ATTACHMENT A

**AN OPTIONAL PRE-BID ONSITE VISIT WILL OCCUR ON
THURSDAY, MARCH 30TH at 11:00 A.M.**

The pre-bid visit IS NOT MANDATORY



Please access the property via Snyder Road. The Prebid meeting will occur at the tank site, circled in blue. Please park in the highlighted parking lot.