

Bid Documents for:

**Liquid Propane Gas Purchase 2024
Re-Bid**

Wilson School District
2601 Grandview Boulevard
West Lawn, Pennsylvania 19609



WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

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THE BID DOCUMENTS INCLUDED IN THIS PROJECT MANUAL ARE INTEGRATED AND FORM THE ENTIRE BASIS FOR WHICH BIDDERS SHALL SUBMIT BIDS FOR THE WILSON SCHOOL DISTRICT – LIQUID PROPANE GAS PURCHASE. BIDDER SHALL CAREFULLY READ EACH AND EVERY BID DOCUMENT PRIOR TO SUBMITTING ITS BID TO FULLY UNDERSTAND THE OBLIGATIONS IT ASSUMES AND RIGHTS IT WAIVES BY SUBMITTING ITS BID AND PERFORMING THE CONTRACT, IF AWARDED.

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INVITATION TO BID

The Wilson School District requests sealed bids for the Liquid Propane Gas Purchase Project, as outlined in the Bid Documents. Bids shall be received by the Wilson School District on Monday, July 8, 2024, at 11:00 a.m. local time, at its Business Office located at 2601 Grandview Blvd., West Lawn, PA 19609.

Bid Documents will be available by June 18, 2024, and may be obtained by calling (610) 670-0180, ext. 1231 from 7:00 a.m.-4:00 p.m. on weekdays; by email at wilran@wilsonsd.org; or on the District's website.

Questions regarding the Bid Documents shall be submitted by email to Randy Williams (wilran@wilsonsd.org) no later than 5:00 p.m. local time on July 1, 2024. Addenda will be issued no later than 5:00 p.m. local time on July 3, 2024.

Timely submitted Bids will be publicly opened and read aloud on Monday, July 8, 2024, at 11:00 a.m. local time, in the District's Business Office located at 2601 Grandview Blvd., West Lawn, PA 19609.

End of Document

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INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

A. The Wilson School District (the “District”) seeks Bids for an LPG Supply Contract to cover the term August 1, 2024, through June 30, 2025, with two (2) one-year renewals terms, subject to the termination provisions contained in the General Conditions. If the District decides to award a Contract, it will be to the lowest responsible, responsive Bidder, as described more fully below.

B. The Bidder agrees, if awarded a Contract, 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 District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the 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.

2. BID DOCUMENT AVAILABILITY

A. The Bid Documents have been prepared by and may be obtained by calling (610) 670-0180, ext. 1231 from 7:00 a.m.-4:00 p.m. on weekdays; by email at wilran@wilsonsd.org; or on the District’s website. The Bid Documents are made available only for the purpose of obtaining Bids for the Liquid Propane Gas Purchase Re-Bid (the “Project”) . Their availability does not grant a license for any other purpose.

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the District for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications must be in writing and received by the District by email, care of Randy Williams, Director of Transportation, at wilran@wildonsd.org, no later than 5:00 p.m. local time on July 1, 2024. All clarifications, modifications, and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the District with a mailing and email address. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the District unless issued in an Addendum.

3. DEFINITIONS

A. Addenda: Written and/or graphic instruments issued by the District prior to the Bid deadline which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

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B. Bid Deadline: The date and time that the District will receive and open sealed Bids for the Project as identified in the Invitation to Bid.

C. Bid Documents: The bid documents include, without limitation, the Project Manual Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of the Contract, Contract Form, Non-Collusion Affidavit Form, List of Statutes, Specifications, Drawings, Bid Form, and any Addenda.

D. Bid: The completed Bid Form and all supplementary documents submitted by Bidder associated with this Project.

E. Bidder: Person or entity submitting a Bid.

F. Base Bid: Monetary sum identified by Bidder on the Bid Form for the full performance of the Project in accordance with the Contract.

G. Contract: The entire integrated agreement between the District and Contractor for the Project and includes, without limitation, the fully executed and complete Contract Form, the Instructions to Bidders, General Conditions of the Contract, executed Non-Collusion Affidavit, executed and completed Bid Form, List of Statutes, Specifications, and Drawings.

H. Contractor: Bidder to whom a Contract is awarded.

I. Detailed Cost Break-Down: An itemized list of all labor and materials required to complete the Project and shall include, without limitation, the number of units of labor and materials to be installed and/or delivered and the price applicable each itemized component of labor and materials (which shall include, without limitation, charges for delivery, fuel, transportation, storage placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract) in a form acceptable to the District.

J. District: Wilson School District, its agents, employees, elected officials, and/or authorized representatives.

K. District Parties: The District Parties include, without limitation, employees, elected officials, agents, and retained professionals (including, without limitation, a construction manager, architect, and/or the engineer, if any) (collectively, the “District Parties”).

L. District Property: Shall mean any real property owned or operated by the District.

M. LPG: liquid propane gas.

N. Project: Liquid Propane Gas Purchase Project at 2900 Windmill Rd., Sinking Spring, Pennsylvania 19608.

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O. **Specifications:** The drawings, plans, and specifications included with the Bid Documents that provide the technical details of the services and products required to complete the Project.

4. APPLICABILITY OF INSTRUCTIONS

A. These Instructions to Bidders are a standardized listing of items generally applicable to Bids for contracted services entered into by the District. If a Bidder is unsure as to the applicability of a particular item, the Bidder should request clarification prior to the submission of a Bid.

5. PREPARATION AND SUBMISSION OF BIDS

A. Bidder shall be solely responsible for the delivery of its Bids in the manner and time prescribed. All Bids must be received by the District at the place designated in the Invitation to Bid no later than the Bid Deadline. Bids received after the Bid Deadline shall be returned to Bidders unopened.

B. By submitting its Bid, Bidder represents that it has read and understands the Bid Documents, including all Addenda; its Bid is based upon the labor materials, systems, and equipment required by the Specifications; and it is willing to accept performance of the Project for the amounts set forth in its Bid.

C. Bids shall be prepared and submitted on forms including in the Bid Documents. All blank spaces shall be filled in, by computer, typewriter, or blue ink. In addition to other issues that may render a Bid non-responsive, **modifications to a Bid Form that attempt to clarify or place any conditions on the Bid, e.g., minimum purchase amounts, shall render a Bid non-responsive and require the rejection of said Bid.** Any requests for modification or clarification of Bid Form must be made in writing to Mr. Williams in accordance with the timeline provided in the Invitation to Bid.

D. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, fuel, transportation, storage placement, handling charges, labor, overhead, and profit and shall not be subject to escalation or surcharge during the term of the Contract. Bidder warrants that its Base Bid includes a deduction(s) for all rebates and discounts (e.g., manufacturer and/or governmental) that may be available as a result of the District's purchase of the products, services, and/or work set forth herein. On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts that it will seek endorsement from the District associated with the goods identified herein.

E. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds, or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after the Bid Deadline. Extensions of the date for the award of contract may be made by the mutual written consent of District and the lowest responsible and responsive Bidder.

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F. The Bid Form shall be signed in accordance with the following:

(i) If the Bidder is an individual, the Bid shall be executed by the individual, personally; the individual's signature shall be witnessed; the individual's business address shall be stated, and any trade name employed in the conduct of the individual's business shall be stated.

(ii) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; and the business name and address of the partnership shall be stated.

(iii) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(iv) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

(v) If the Bidder is a limited liability company, the Bid Form shall be executed in its name and on its behalf by a member with authority to do so.

G. The Bid shall be accompanied by an executed and completed Non-Collusion Affidavit and signed Specifications Form. The Maintenance Bid shall be accompanied by an executed and completed Bidder's Qualification Statement and signed Specifications Form.

H. All Bids shall be submitted in a sealed opaque envelope. All Bids must be marked on the outside envelope "Liquid Propane Gas Purchase 2024 Re-Bid" and addressed to Randy S. Williams, Sr., Director of Transportation, Wilson School District, Business Office, 2601 Grandview Blvd., West Lawn, PA 19609. The envelope shall also contain a notation that it should not be opened until the time specified for Bid Deadline. Bid envelopes not bearing this notation and opened in error may be rejected by the District, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the District, and must be received prior to the date and time specified for Bid opening.

I. By submitting a Bid, Bidder represents to the District the following:

(i) That it is financially solvent and experienced in and competent to perform the work and to furnish the materials, supplies, or equipment required for the completion of the Project;

(ii) That it is familiar with all applicable federal, state, and local laws, ordinances, regulations, and standards applicable to the Project;

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(iii) That the work required by the Contract Documents can be satisfactorily completed, and the Contract Documents are sufficiently detailed for Bidder to submit its Bid;

(iv) That it has carefully examined all Bid Documents and satisfied itself as to the nature and location of the Project, the character, quality and quantity of surface and sub-surface work and materials likely to be encountered, the character of equipment and other facilities necessary for the completion of the Project, and the general and local conditions that may affect the Bidder's performance of the Project.

6. MODIFICATION AND WITHDRAWAL

A. Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the District in writing prior to the Bid Deadline.

B. Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

7. OPENING OF BIDS

A. Bids will be publicly opened and read as stated in the Invitation to Bid. Bidders or their authorized agents may be present at Bid opening. The District shall have no obligation to notify any other person other than the lowest responsive, responsible Bidder of the District's intent to award the Contract.

8. QUALIFICATIONS

A. Prior to the award of Contract, District may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that Bidder has been regularly engaged in such business and has successfully performed similar work on other projects.

9. COLLUSIVE BIDS

A. More than one Bid for one Contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids.

10. BID REJECTION OR AWARD

A. The District reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the District's best interest or if a Bid is non-responsive, as determined by the District in its sole discretion. The District reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time

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as determined by the District in its sole discretion. If a Contract is awarded, it will be to the lowest responsive, responsible Bidder, provided such Bidder's Bid is reasonable and in the District's interest to accept.

B. The lowest bid will be determined by averaging out the cost per gallon for the Initial Term and both Renewal Terms. The District may decide to award to the Bidder submitting the lowest Alternate Supply Bid.

C. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited alternates/substitutions, or which contain alteration of forms included in the Project Manual, may be rejected by the District in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications may be rejected by the District in its sole and absolute discretion.

D. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the District in its sole and absolute discretion.

E. Bids where the prices are obviously unbalanced may be rejected by the District in its sole and absolute discretion.

F. All Bids shall conform with these Instructions to Bidders. Bids containing minor irregularities or informalities may be rejected by the District in its sole and absolute discretion. The District reserves the right to waive any such informalities or irregularities when a waiver is in the District's best interest.

G. In the event of a dispute between a Bidder and the District regarding the District's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals, other legal professionals, and expert witnesses), professional fees, and other costs or expenses incurred by the District to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the District be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the District decides not to award the Contract to such Bidder based upon the District's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive, responsible Bidder.

H. Bidder agrees that it has prepared its Bid at its sole cost and expense. If, for any reason, the District rejects the Bidder's Bid, Bidder agrees that it shall not seek to recover expected profits or Bid preparation costs, nor make a claim of unjust enrichment against the District.

11. AWARD OF THE CONTRACT

A. It is the intent of the District to award each Contract to the lowest responsive, responsible Bidder for that Contract, provided that the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available to the District.

B. The District reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

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C. The District will notify the lowest responsive, responsible Bidder for a Contract if the District intends to award that Contract (“Notice of Intent to Award”). Such Bidder shall complete and execute the Contract Form in accordance with the amounts set forth in its Bid. The executed Contract Form and Certificate of Insurance fully complying with the insurance requirements set forth in the General Conditions of the Contract shall be submitted to the District by the Bidder within seven (7) calendar days of the date of the District’s Notice of Intent to Award as a condition precedent to the award.

12. INTENTIONALLY DELETED.

13. INTENTIONALLY DELETED.

14. RECEIVING HOURS

A. All shipments are to be made to the District in accordance with the instructions forwarded to the successful Bidder by the District. All deliveries shall be made between the hours of 6:00 a.m. and 4:00 p.m., Monday through Friday, except on District holidays.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR WILSON SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE WILSON SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.

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GENERAL CONDITIONS OF THE CONTRACT

1. APPLICABILITY OF THE GENERAL CONDITIONS OF THE CONTRACT

A. These General Conditions of the Contract shall apply and be binding upon the District and Contractor awarded the Contract for the Project upon execution of the Contract Form by each party. All capitalized terms not defined in these General Conditions of the Contract shall have the same meaning set forth in the Instructions to Bidders. These General Conditions of the Contract are a standardized listing of items generally applicable to Contracts for contracted services entered into by the District. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability.

2. FAMILIARITY WITH PROPOSED WORK

A. The Contract is entered into by the District with the understanding that Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents and that it has obtained all necessary information for completion of the services or Project on or before the date(s) specified. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall Contractor claim any misunderstanding in regard to the nature, conditions, or character of the services or work to be performed or products to be supplied under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

3. RESERVED

4. RESERVED

5. INSURANCE

A. The Contractor shall purchase, maintain, and carry such liability insurance at its sole expense as set forth below to fully protect the District against all claims which may arise in connection with the Project. No work shall be started until the District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania and having an A- or better, or financial rating of VI or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the District. All Certificates of Insurance must indicate that the District has (through endorsement to the policy) been specifically named as additional insured parties for all policies except Workers' Compensation. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days' prior written notice has been provided to the District. Contractor's commercial general liability and property damage policy in conjunction with any umbrella or excess liability policy or policies, shall not contain exclusions relating to (a) gravity related injuries; (b) injuries sustained by an employee of an insured or any additional insured; (c) height limitations; (d) cross-party liability; or (f) any exclusion relating to the Work being performed by the Contractor or the Project as a whole, without the express consent of the District. Umbrella or excess liability policy or policies shall provide excess coverage over all limits and coverage of the primary policy and shall follow form. In addition, all of Contractor's

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insurance policies and the Certificate of Insurance shall state that all of Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and Contractor shall be deemed to be in default. Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract insurance that meets the same requirements made of the Contractor under this Contract, including, but not limited to, the naming of the District as an additional named insured.

B. General Liability Insurance. Contractor shall procure and shall maintain during the life of the Contract Commercial General Liability (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages), Occurrence Form in the amounts below.

(i) Maintenance Contract.

(1) General Commercial Liability –

(a) Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 aggregate.

(b) Property Damage: \$1,000,000 each occurrence, \$2,000,000 aggregate.

(2) Automobile Liability (Including owned, non-owned and hired vehicles) –

(a) Bodily Injury: \$1,000,000 each occurrence.

(b) Property Damage: \$1,000,000 each occurrence.

(3) Employers' Liability –

(a) \$500,000 each accident.

(b) \$500,000 disease policy limits.

(c) \$500,000 disease – each employee.

(4) Workers' Compensation –

(a) Statutory minimum.

(ii) Supply Contract.

(1) General Commercial Liability –

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- (a) Bodily Injury: not less than \$6,000,000 per occurrence and aggregate. The \$6,000,000 liability limit may be arrived at by any combination of underlying and umbrella/excess policies.
- (b) Property Damage: not less than \$6,000,000 per occurrence and aggregate. The \$6,000,000 liability limit may be arrived at by any combination of underlying and umbrella/excess policies.
- (2) Automobile Liability (Including owned, non-owned and hired vehicles) –
 - (a) Bodily Injury, including death: not less than \$6,000,000 for any one person and subject to the same limit for each person, in an amount not less than \$6,000,000 on account of one accident.
 - (b) Property Damage: not less than \$6,000,000, which Liability and Property Damage Insurance shall include all hired automobiles and all non-owned automobiles used by Supplier. The \$6,000,000 liability limit may be arrived at by any combination of underlying and umbrella/excess policies.
 - (c) Property Damage: \$1,000,000 each occurrence.
- (3) Employers' Liability –
 - (a) \$500,000 each accident.
 - (b) \$500,000 disease policy limits.
 - (c) \$500,000 disease – each employee.
- (4) Workers' Compensation –
 - (a) Statutory minimum.

6. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS

A. The Contractor waives claims against the District and the District Parties for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

- (i) Consequential damages incurred by Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

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(ii) Incidental damages incurred by Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting Contractor's property (e.g., Contractor's equipment, supplies and materials) from the Project site, and storing Contractor's property (e.g., Contractor's equipment, supplies and materials) at an alternate location.

B. The above waiver is applicable, without limitation, to all consequential and/or incidental damages, due to the termination of the Contract by Contractor or the District.

C. The Contractor shall have no claim or right of recovery of damages against the District or the District Parties for economic loss sustained, in whole or in part, by any act or omission of the District Parties to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, Contractor shall have no claim against the District or the District Parties for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

7. FEES, PERMITS AND CERTIFICATIONS

A. The District shall be responsible for obtaining all necessary and required local, state and federal fees, permits and certificates. Contractor shall pay for any licenses, permits, and fees necessary for Contractor to do business in the municipality, county and state in which the Project is located, including, without limitation, business privilege licenses or taxes, if any.

B. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

8. TAXES

A. Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise, or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals, or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes, and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania. Contractor's Bid was made in accordance with such laws and includes Taxes in the Base Bid. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor's responsibility to determine those items for which an exemption will apply, and Contractor shall obtain independent legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the District agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, the District shall

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be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to the District. It is further agreed that the District shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in the District's sole discretion, as the District deems advisable, it being agreed that the District shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. The District or its representatives shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. Further, the District or its representative shall have the authority, but not the obligation, to require Contractor to provide the District with certified payroll records for the labor furnished by Contractor in connection with the work.

9. INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall immediately, upon demand, indemnify, defend, and hold harmless the District (with legal counsel selected by the District), and the District Parties from and against any and all claims, suits, demands, liabilities, damages, losses, taxes, and expenses, including, without limitation, legal fees, legal costs, and professional fees, arising out of or resulting from Contractor's performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, taxes, and expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, Tax, or expense is caused in part by the District. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10. PAYMENT

A. The Contractor shall 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. Within forty-five (45) days of receipt of an invoice meeting these requirements, the Contractor shall be paid for all LPG accepted by the District, provided that Contractor is in full compliance with all requirements of the Contract.

11. ACCESS CLEAN-UP/DAMAGE TO PREMISES.

A. Prior to entering District Property, Contractor shall notify Randy Williams, Director of Transportation at (610) 670-0180 ext. 1231 so that the District can notify Contractor

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of any security requirements and make appropriate arrangements to accommodate Contractor's work.

B. Where work is to be performed by Contractor on District Property, Contractor shall keep the District's premises free from accumulation of waste materials or rubbish caused by Contractor's performance. If Contractor fails to clean up as provided herein, the District may do so, and the costs thereof shall be paid by Contractor upon demand.

C. Contractor shall promptly remedy damage and loss to any District building or equipment caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by them.

12. RESERVED

13. TERM OF CONTRACT

A. Term of Base Bid Contract. The Contract shall run for eleven (11) months, from August 1, 2024, to June 30, 2025 (the "Initial Term"), with two (2) one-year renewal terms (each, a "Renewal Term"), to be exercised at the District's option upon thirty (30) days notice in advance of the expiration of the then-current term. Bidders shall submit all-inclusive, fixed pricing for the Initial Term and each potential Renewal Term. The Contractor shall be bound by those rates through the Initial Term and each Renewal Term.

B. Alternate. Bidders may bid an alternate, two (2) year, eleven (11) month term with no renewal, from August 1, 2024, through June 30, 2027 (the "Alternate Term"). The Bid price shall remain in effect for the duration of the Alternate Term.

14. QUANTITY OF PROPANE TO BE SUPPLIED

A. The Supply Contractor shall provide the District with as much propane as the District requires. Additional information can be found in the Specifications. The District is not bound to purchase any amount of propane from the Contractor.

15. ASSIGNMENT BY CONTRACTOR

A. The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the District.

B. Subject to the limitation on assignment set forth above, the Contract shall bind and inure to the benefit of the heirs, legal representatives, successors, and assigns of both parties hereto.

16. GOVERNING LAW

A. The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

17. CLAIMS AND DISPUTES

A. Claims, disputes, or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by the Berks County Civil Rules, if applicable.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project.

C. To the extent Contractor pursues a claim or litigation against the District and the District prevails, partially or completely, on any or all of its own claims or defenses to Contractor's claims, leaving Contractor with less than one hundred percent (100%) recovery, Contractor will be liable for any and all legal fees, professional fees, costs, or expenses of the District, as well as the true cost of any of the District's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness shall be determined solely in the discretion of the District, and the District incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), Contractor shall be liable for such fees, expenses, or costs. In the event of a dispute between Contractor and the District, to the extent that the District incurs any legal fees, professional fees, or other costs or expenses, Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due Contractor. If the amount due Contractor is not sufficient to cover such cost, Contractor shall pay the difference to the District within seven (7) days of receipt of the District's invoice for such legal fees, professional fees, or other cost or expenses.

18. WAIVER OF CLAIMS

A. The acceptance of final payment shall constitute a waiver of all claims by Contractor against the District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

19. RIGHTS AND REMEDIES

A. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

WILSON SCHOOL DISTRICT
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20. TERMINATION OF CONTRACT

A. Upon ten (10) days written notice to Contractor, the District may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination, Contractor shall cease operations as directed by the District in the notice; take actions necessary, or as the District may direct, for the protection and preservation of the work or products; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts, subcontracts and purchase orders and enter into no further contracts, subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all satisfactorily services or work and/or products completed prior to termination.

21. PENNSYLVANIA PROMPT PAY ACT

A. Contractor hereby waives any rights to penalties or fines that Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. § 3931, et seq., as amended from time to time.

22. COMPLIANCE WITH LAWS

A. Generally. Contractor shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Contractor's obligations under applicable laws. The failure to specifically reference or include said matters in the Contract does not excuse Contractor from compliance with same.

B. Hazardous Materials. Each Contractor supplying or using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for this Project. The District reserves the right to require Contractor to use alternative products if, in the District's sole discretion, the product is too hazardous to be used in a public school. The Contractor shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. § 7301 et seq., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

C. Human Relations. Contractor shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951 et seq., which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code § 349.101.

D. Prevention of Environmental Pollution. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all solicitations for construction projects issued

WILSON SCHOOL DISTRICT
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by any governmental agencies set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the Bid Documents is a List of Statutes. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations that affect the Project, including, without limitation, those identified in these General Conditions of the Contract and in the List of Statutes attached to the Project Manual. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

E. Discrimination Prohibited. According to 62 Pa. C.S. § 3701, Contractor agrees to comply with and require subcontractors to comply with the following:

(i) In the hiring of employees for the performance of work under the Contract, or any subcontract, no contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

(ii) No Contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed, or color.

(iii) The Contract may be canceled or terminated by the District and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of 62 Pa.C.S. § 3701.

(iv) Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the District and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with the terms or conditions of the Contract. If Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or subcontractor shall furnish such information on reporting forms supplied by the District or the Bureau of Contract Administration and Business Development.

F. Criminal History and Child Protective Services Information. Prior to any employee of Contractor, or an employee of Contractor's subcontractors or material suppliers, if any, enters upon District Property to perform any work in connection with the Project, Contractor shall provide the District with a complete:

(i) Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's

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employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be dated no more than one (1) year prior to the date of execution of this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks.

(ii) Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office.

(iii) Original background check in accordance with Section 111 of the Public School Code of 1949, 24 P.S. Section 1-111, et seq., on the form published by the Pennsylvania Department of Education.

(iv) Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time.

G. Prohibited Employment. The Contractor and its subcontractors shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within five (5) years immediately preceding the date of the report of any of the following offenses:

(i) An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

- Chapter 25 (relating to criminal homicide).
- Section 2702 (relating to aggravated assault).
- Former section 2709(b) (relating to stalking).
- Section 2709.1 (relating to stalking).
- Section 2901 (relating to kidnapping).
- Section 2902 (relating to unlawful restraint).
- Section 3121 (relating to rape).
- Section 3122.1 (relating to statutory sexual assault).
- Section 3123 (relating to involuntary deviate sexual intercourse).
- Section 3124.1 (relating to sexual assault).
- Section 3125 (relating to aggravated indecent assault).

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- Section 3126 (relating to indecent assault).
- Section 3127 (relating to indecent exposure).
- Section 4302 (relating to incest).
- Section 4303 (relating to concealing death of child).
- Section 4304 (relating to endangering welfare of children).
- Section 4305 (relating to dealing in infant children).
- A felony offense under Section 5902(b) (relating to prostitution and related offenses).
- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
- Section 6301 (relating to corruption of minors).
- Section 6312 (relating to sexual abuse of children).

(ii) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."

(iii) An out-of-State or Federal offense similar in nature to those crimes listed above.

23. CONTRACTOR'S EMPLOYEES AND AGENTS

A. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

B. The Contractor shall abide by the following requirements, which shall apply to any and all employees of Contractor and all Subcontractors:

- (i) They shall not socialize with the students, faculty, visitors, or patrons.
- (ii) Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.
- (iii) They shall not use radios on the site for music or entertainment purposes.
- (iv) They shall not use, possess, or be under the influence of any illegal substances (i.e., drugs, etc.) while on site.

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(v) They shall not carry, possess, or store handguns, firearms, or weapons of any kind while on the Project site, regardless of whether the person has registered the weapon or is licensed to carry a concealed weapon.

(vi) Inappropriate language, dress or conduct will not be tolerated on the Project site.

(vii) No horseplay or rough-housing will be allowed.

(viii) No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

(ix) All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

(x) All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.

C. Failure to comply with the above requirements may result in the District requiring the offending party to be removed from the Project and not allowed to return.

D. The Contractor shall require its employees and agents, and its Subcontractor's employees and agents to work diligently and behave in an orderly manner at all times when at or about the Project site and shall remove from the Project any employee whose conduct is deemed objectionable.

24. INTERPRETATIONS.

A. The captions and headings of various Paragraphs in the Contract are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

B. The invalidity of any covenant, restriction, condition, limitation, or any other part or provision of the Contract shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Contract.

[End of Document]

WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

BID FORM – PROPANE SUPPLY

Wilson School District
2601 Grandview Boulevard
West Lawn, Pennsylvania 19609

DATE

BIDDER

Attn: Randy Williams, Director of Transportation

Re: Liquid Propane Gas Purchase Project (“Project”)

The following Bid is submitted in response to your Invitation to Bid.

This Bidder has carefully examined the Bid Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver propane in accordance with the Specification in an expeditious and workmanlike manner to the complete satisfaction and acceptance of the District for the price hereinafter stated.

This Bidder understands the following supplements to the Bid Form must be submitted concurrent with this Bid submission.

Non-Collusion Affidavit
Bidder’s Qualification Statement

Bidder understands the following Documents must be executed and submitted to the District within seven (7) days after notification is received that it is the lowest, responsible Bidder and that failure to do so within such time shall be a deficiency in the Bid and cause for the District, in the District’s sole discretion, to reject this Bid and award the Contract to another entity:

Contract Form
Certificate of Insurance

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof.

It is understood that the District reserves the right to reject any or all Bids, or part(s) thereof or item(s) therein, and to waive technical deficiencies with the Bid if it is in the best interests of the District. The District may reject this Bid if any required information has been omitted and/or if any forms are missing notarization, if necessary. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

Bidder's Initials: _____

Bid Form – Propane Supply
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WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the District.

The Base Bid and other required information are submitted in the spaces provided. **No other information or conditions may be included, but additional pages may be appended hereto if the space under “Additional Information” is inadequate. In no case may any “Additional Information” modify or place any conditions on the Base Bid or Alternate Bid amounts and guarantees.** Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

BASE BID

The all-inclusive, fixed cost for the propane to be supplied during:

Initial Term: _____ Dollars per Gallon (\$_____/gal.)

Renewal Term No. 1: _____ Dollars per Gallon (\$_____/gal.)

Renewal Term No. 2: _____ Dollars per Gallon (\$_____/gal.)

ALTERNATE

The all-inclusive, fixed cost for the propane to be supplied for three (3) years:

_____ Dollars per Gallon (\$_____/gal.)

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received). Bidder understands that it had the responsibility to confirm its receipt of all Addenda prior to the submission of its Bid. Addenda properly issued by District and not listed herein shall be cause for rejection of the Bid.

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

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's Initials _____

Bid Form – Propane Supply
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WILSON SCHOOL DISTRICT
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_____ Bidder can monitor propane levels remotely to allow for auto-replenishment.

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

ADDITIONAL INFORMATION

Provide a detailed explanation of your organization’s standard emergency procedures for (additional sheets may be attached):

LPG gas leak procedures:

LPG Fire/Explosion Procedures:

Provide your service location: _____

IDENTIFICATION OF BIDDER

Bidder _____ Phone _____

Address _____

Please check the appropriate category:

_____ Sole Proprietorship

_____ Partnership

_____ Pennsylvania Corporation

_____ Foreign Corporation Registered in PA

Other: _____ (please identify)

State of Organization: _____

Federal Identification Number: _____

All correspondence and notices to the Bidder related to this Bid and Contract, if awarded, shall be directed to:

Name: _____

Bidder's Initials _____

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WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

Title: _____

Phone: _____

Address: _____

Email Address: _____

+Correspondence directed to the following email address shall be deemed received by the Bidder on the date the email was transmitted.

The undersigned hereby certifies that this Bid is genuine and not sham, collusive, fraudulent, or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm, or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself or herself any advantage over any other bidder.

SIGNATURES

Witness or Attest:

An Officer, if Bidder is corporation, if
not a corporation, any competent adult

Owner, Partner, or President/Vice President*

* Bidder to circle appropriate term.

END OF DOCUMENT

Bidder's Initials _____

Bid Form – Propane Supply
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WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

BIDDER'S QUALIFICATION STATEMENT

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized and submitted with the Bid. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____ (the "Company")
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, limited liability company or similar entity, where organized: _____

5. Owner References (3):
 - A. _____
Phone: _____
 - B. _____
Phone: _____
 - C. _____
Phone: _____
6. How many years has the Company been engaged in the business under its present firm or trade name: _____
7. Has the Company or any of its subsidiaries, affiliates or parent companies within the last ten (10) years ever failed to qualify as a responsible bidder or not enter into a contract after an award has been made? _____ If so, where and why:
8. Has the Company ever failed to complete any work awarded to it? _____

If so, where and why:

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9. Has the Company ever defaulted on a contract? _____ If so, where and why:

10. Has the Company, or any of its Officers, ever been debarred from Public Work? _____

If so, where and why:

11. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

12. The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED this ____ day of _____, 2024.

(NAME OF BIDDER)

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa.C.S. § 4501 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 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 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 of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In 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 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.
7. A bidder’s statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

WILSON SCHOOL DISTRICT
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NON-COLLUSION AFFIDAVIT

Commonwealth of Pennsylvania :
: s.s.
County of :

I state that I am the _____ of _____ the Bidder
(Title) (Name of My Company)
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company 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 by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees, or parties in interest of any other contractors, bidders, or potential bidders. The price(s) 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 sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(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 company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee, or party in interest of any other contractor, bidder, or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder, or potential bidder to submit a complementary or other non-competitive Bid.

(5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)
employees are not currently under investigation by any governmental agency and have not in the last four (4) 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:_____.

WILSON SCHOOL DISTRICT
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I state that _____ understands and acknowledges that the above
(Name of My Company)
representations are material and important, and will be relied on by Wilson School District in
awarding the contract(s) for Project for which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and
shall be treated as fraudulent concealment of true facts relating to the submission of Bids for this
contract.

BY: _____

NAME: _____

TITLE: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2024

Notary Public

My Commission Expires:

END OF DOCUMENT

WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

CONTRACT FORM – PROPANE SUPPLY

This Contract is made and entered into this _____ day of _____, 2024 by and between the Wilson School District (hereinafter, the “District”) and _____ (the “Contractor”).

Whereas, Contractor submitted a Bid for the full and complete performance of the Liquid Propane Gas Purchase Project (the “Project”) as detailed in the Specifications incorporated in the Bid Documents;

Whereas, the District notified Contractor that it was the lowest responsive, responsible Bidder for the Project;

Whereas, Contractor executes this Contract Form to memorialize its acceptance of the terms and conditions of the Contract.

Now, therefore for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, mutually agree as follows:

1. Capitalized terms not defined herein shall have the same means as set forth in the Bid Documents or General Conditions of the Contract, as applicable.

2. Contractor agrees to furnish all products and/or work for the Contract for the District in accordance with the Bid Documents.

3. Subject to the requirements of the General Conditions of the Contract and adjustments for the unit prices set forth in the Bid, the Contract Sum to be paid by the District to Contractor for the all-inclusive cost of the completion of work for the Contract and the provision of propane shall be completion of the Work required for the Project shall be:

Year One: _____ Dollars per Gallon (\$_____/gal.)

Year Two: _____ Dollars per Gallon (\$_____/gal.)

Year Three: _____ Dollars per Gallon (\$_____/gal.)

ALTERNATE

The all-inclusive, fixed cost for the propane to be supplied for three (3) years:

_____ Dollars per Gallon (\$_____/gal.)

4. The entire integrated agreement between the District and Contractor in connection with the Project includes this Contract Form, the General Conditions of the Contract, the List of Statutes, the Certificate of Insurance, the completed Non-Collusion Affidavit, the completed Bid

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Form, and the Bid Documents, all of which are incorporated herein as if set forth at length (collectively, the “Contract Documents”).

5. This Agreement constitutes the entire agreement between the District and Contractor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings, and letters related hereto.

6. This Agreement may be executed in multiple counterparts and each counterpart shall be an original, and all counterparts, together, shall constitute this Agreement. For purposes of the foregoing, facsimile signature shall have the same force and effect as original signatures.

7. This Contract may not be modified, altered, or changed except upon express, written consent of both parties wherein specific reference is made to this Contract.

As accepted and agreed to:

Contractor:

Wilson School District:

Signature

Signature

Name and Title

Name and Title

WILSON SCHOOL DISTRICT
Liquid Propane Gas Purchase 2024 Re-Bid

LIST OF STATUTES

PENNSYLVANIA STATUTES

I. Purdon’s Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, NO. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

II. Purdon’s Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

III. Purdon’s Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 332), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon’s Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, 24 P.S. 1-101 et seq.

V. Purdon’s Statutes – Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

VI. Purdon’s Statutes – Title 32 (Forests, Waters and State Parks)

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(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

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Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 32 Pa.C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

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Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535), as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

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Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.

XI. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

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XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

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(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 53 (Municipal Corporation)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIV. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XVI. Purdon's Statutes - Title 63 (Professions and Occupations)

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Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVII. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVIII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, Act of June 21, 1957 (P.L. 390), as amended, 65 P.S. 66.1 et seq.

XIX. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XXI. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

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XXII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXIII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXIV. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

FEDERAL STATUTES

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2651-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

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Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784) Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

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Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act, 42 U.S.C. 300f-300j-11)

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

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LPG SUPPLY SPECIFICATIONS

Wilson School District owns an 18,000-gallon above-ground storage tank and system located at the Wilson School District Transportation Center located at 2900 Windmill Rd., Sinking Spring, PA 19608. The district currently owns twenty-three (23) propane powered buses. The District will continue to purchase propane buses through attrition. The price per gallon 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.**

A. All LPG supplied by the Supply Contractor shall be HD-5 Propane and include any additives necessary, such as Methanol.

B. The District does not commit to purchase any amount of LPG following the award of a Supply Contract. The District purchased the following amounts in the last two (2) years:

- (i) 2021-2022 School Year – 18,236 gallons
- (ii) 2022-2023 School Year – 36,252 gallons
- (iii) 2023-2024 School Year – Estimated 38,000 gallons

C. The District estimates the following usage:

- (i) 2024-2025 School Year – 41,000 gallons
- (ii) 2025-2026 School Year – 43,000 gallons
- (iii) 2026-2027 School Year – 48,000 gallons

D. Propane Equipment Details.

- (i) See as-built drawings attached as Exhibit A.

E. Training and Safety.

(i) The Supply 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 the District.

(1) Annual LPG fueling training – In person fueling demonstration for all drivers will be required.

(2) 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.

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(3) Presentation of Safety training certificate to fleet operators and technicians.

(4) Provide detailed instructions for safe LPG fueling of a motor vehicle.

F. Emergency fueling.

(i) The District requires that emergency transit time to and from 2900 Windmill Rd., Sinking Spring, PA 19608 be less than three (3) hours for the Supply Contractor.

(ii) Emergency requests made between the hours of 6:00 a.m. and 4:30 p.m. shall be fulfilled within three (3) hours. Failure to respond within the noted timeframe will result in a discount of 25% of the LPG costs.

(iii) 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 Supply Contractor shall provide mobile filling in the event of break down, natural disaster, or loss of power to the onsite storage tank.

(iv) The Supply Contractor will be expected to wet-fill all school buses in the event of any emergency situation that would prohibit the buses from fueling at the dispenser and would result in the school buses from being operational due to lack of standard and normal fueling ability.

(v) The District requires that auto-replenish and delivery be provided. The Supply Contractor shall monitor propane levels remotely to allow for auto-replenishment.

END OF DOCUMENT

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