

# Upper Moreland & Council Rock School Districts Request for Bids

## Liquid Propane Gas (LPG) Commodity & Delivery Services Co-Bid 2021-2024

### Council Rock School District

30 N. Chancellor Street

Newtown, PA 18940

### Upper Moreland Township School District

2900 Terwood Road

Willow Grove, PA 19090

### REQUEST FOR BIDS (RFB)

The School Districts invite qualified vendors to submit bids for: "LIQUID PROPANE GAS (LPG)  
COMMODITY & DELIVERY SERVICES"

### SUBMISSION OF RFB'S

Electronic bids only, jointly addressed to Bill Stone, Council Rock Director of Business Administration, and Matthew M. Lentz, Upper Moreland Chief Financial Officer/Board Secretary, must be clearly marked "**Liquid Propane Gas (LPG) Commodity & Delivery Services Co-Bid**" are due on or before Thursday, January 28, 2021 at 2:00 PM

**UPPER MORELAND & COUNCIL ROCK SCHOOL DISTRICTS**  
**Liquid Propane Gas (LPG) Commodity & Delivery Services Co-Bid**  
**Instructions to Bidders**

**I. BID PROPOSAL PROCEDURE**

Pursuant to the "Notice to Bidders," electronic bids for the work will be received by the School Districts via email and then publicly opened and read aloud at a virtual opening. The award of the Contract, if made, will be announced by the Board of School Directors soon thereafter as practicable.

Bids will be opened on Thursday, January 28, 2021 at 2:00 p.m.

The submission shall be labeled as to what bid is contained within and the name of the company submitting the bid. Only bids which are submitted on the attached forms will be considered. No bids will be considered which have not been received by the School Districts prior to the hour and date designated.

Each bid shall be duly signed by an authorized representative of the bidding company.

Bids should be emailed to the following:

- Bill Stone, Council Rock Director of Business Administration: [bids@crsd.org](mailto:bids@crsd.org)
- Matthew M. Lentz, Chief Financial Officer/Board Secretary: [mlentz@umtsd.org](mailto:mlentz@umtsd.org)

To participate in the virtual bid opening, bidders must send their Company Name, Company Address and Professional Business Email Address capable of receiving the virtual bid meeting invitation, to the above e-mail addresses by no later than Wednesday, January 27, 2021 at 4:00 PM. Bidders that register to participate will receive a virtual meeting invitation by 12:00 PM on Thursday, January 28, 2021. Attendance at the bid opening meeting is not mandatory.

**II. BID SECURITY**

Each bid shall be accompanied by a Guarantee in the form of:

- A. Certified Check or Cashier's Check made payable to the owner in the sum of Ten Percent (10%) of the bid, but in no case in excess of Twenty Thousand Dollars (\$20,000).
- B. Bid Bond in the amount of Ten Percent (10%) of the Base Bid. Attorney-in Fact who signs bonds must file with each bond certificate and effectively dated copy of their Power of Attorney.
- C. All Guarantees will be returned within three (3) days after the Contract(s) has been awarded, except those of the bidder(s) to whom the Contract(s) were awarded. The Guarantees of those bidders will be returned when the Contract is executed or when the matter has been disposed of by the Owner, except when the Guarantee has been forfeited as liquidated damages.

**III. SUBMISSION OF BIDS**

The price bid shall cover all cost of any nature growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of equipment and all else necessary to perform and complete the order.

**IV. ACCEPTANCE OF BID & AWARD OF CONTRACT**

- A. Award of the Contract will be made to the lowest responsive, responsible bidder as determined by the School Districts. The School Districts reserve the right to waive informalities and irregularities in the Bid Submission, if said waivers are in the best interest of the School Districts, and the unqualified right to reject all bids.
- B. Bids shall remain firm for 90 days from date of bid opening and cannot be withdrawn during this period.
- C. The Owners reserve the right to accept or reject any or all bids under any Contract for a period up to sixty (60) days after receipt of bids.
- D. The successful bidder will be issued a purchase order by the School Districts to provide the product specified. This purchase order, combined with the successful bidder's Bid and his submission to the School Districts of insurance certificates and performance bond as requested in the Special Conditions, will constitute a binding contract between both parties.
- E. Owners reserve the right to award bid to the lower responsive and responsible bidder for Liquid Propane Gas (LPG) Commodity & Delivery Services and any noted alternate prices.

**V. CONDITIONS OF THE CONTRACT**

- A. The bidder agrees that if awarded the contract for the work herein specified, he will not assign, transfer or sublet the contract or purchase order. He must own or direct an established company, currently active in performing the type of work specified.
- B. The bidder agrees that if awarded the contract, the product shall be subject to inspections by qualified personnel of the School Districts. Any non-conformity with the specifications shall be replaced or reworked by the contractor, at the sole discretion of the Owners.

**VI. METHOD OF PAYMENT**

- A. Unless otherwise specified, the contractor will be paid in full when, in judgment of the School Districts, the product has been tested and accepted.

**VII. CLARIFICATION OF 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 cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather describes the minimum standard. When proprietary names are used, they should be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative that does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

**VIII. OWNER'S COMPLIANCE IN RETAINING PAYMENTS**

On projects where it is considered to retain a portion of the amount of payment due the contractor, or to insure proper performance of the contract, refer to Act No. 317 of the 1978 General Assembly of Pennsylvania, approved November 26, 1978.

**The following terms and conditions are part of the contract between the School Districts and the Vendor:**

**The Contract**

The contract consists of the RFB, the Proposal of Vendor, the terms and conditions in the RFB, the

Specifications, and any terms and conditions of the School District's Purchase Order.

**Indemnification**

To the fullest extent permitted by law, the selected Vendor shall indemnify and hold harmless the School Districts, its agents and employees, from and against all claims, damages, losses and expenses, including, without limitation, attorneys' fees and legal costs, arising out of or resulting from the selected Vendor's performance of the contract, including, without limitation, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the selected Vendor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts the selected Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the School Districts. 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 the selected Vendor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding anything in these indemnifications provisions, or in the contract, to the contrary, nothing herein is intended to waive or extinguish the immunity protections of the School Districts, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions

**Compliance with Laws**

Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to the services to be provided in relation to the contract. It shall be the Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Vendor shall hold the School Districts harmless for any default or breach of Vendor in this regard.

The invalidity of any words, phrases, sentences, sections or subsections contained in the contract or each Purchase Order shall not affect the enforceability of the remaining portions of the contract or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the contract or Purchase Order shall be read as if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

All applicable laws required to be referenced in this request for bids, any state-specific terms and conditions or other contract documents shall be deemed to be part hereof or thereof, and the contract shall be read and enforced as though they were included. Vendor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards in the Commonwealth of Pennsylvania or any other applicable jurisdiction. The failure to specifically reference or include said matters in any terms or conditions or the contract does not excuse the Vendor from compliance with same.

Vendor agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Vendor agrees to hold the School Districts harmless from its unlawful disclosure and/or use of private/confidential information.

In performing its obligations under the contract, Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

**Clean Up/Damage to Premises**

As the fuel is to be delivered by the selected Vendor to the First Student/Council Rock School Districts bus terminals and to other locations if remote filling is required (collectively, the "Premises") by a fueling truck, and selected Vendor is responsible for dispensing the fuel to the tank at the First Student/Council Rock School Districts bus terminals, or directly to vehicles in the event of remote filling, the selected Vendor

agrees to and shall keep the Premises free from accumulation of waste materials or rubbish caused by the selected Vendor's performance, and free from all environmental contamination and/or spillage of fuel supplied by the selected Vendor. If the selected Vendor fails to clean up as provided herein, the School Districts may do so, and the costs thereof shall be charged to the selected Vendor.

The selected Vendor shall be responsible for any damage to property that they shall cause, or caused by any subcontractor of the selected Vendor, or anyone directly or indirectly employed by the selected Vendor. The selected Vendor further covenants and agrees to assume and does hereby assume all liability for the School District against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workers or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of the performance of the contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense.

To the fullest extent permitted by law, the selected Vendor shall indemnify and hold harmless the School District, its agents and employees from and against all claims, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees and legal costs, arising out of or resulting from: (i) the violation of any environmental law by the selected Vendor, any subcontractor of the selected Vendor, anyone directly or indirectly employed by the selected Vendor, or for any one whose acts they may be liable (collectively, the "Contracting Parties"); and/or (ii) the presence, use, storage or release of materials supplied under the contract or other hazardous substances in, on, under, or above the Premises by the Contracting Parties, whether or not such claim, liability, damage, loss or expense is caused in part by the School District. Without limiting the foregoing, this indemnification shall include any and all costs and attorneys' fees incurred by the School District for investigating, removing or remediating any liquid propane gas or any other material supplied by the Contracting Parties located on or beneath the Premises or any adjoining lands.

### **Insurance**

The selected Vendor shall carry such liability insurance as set forth below to fully protect the School Districts against all claims which may arise. The selected Vendor shall provide certificates of insurance to the School District that are executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intentions to provide insurance to the selected Vendor in accordance with these insurance requirements. All certificates of insurance must indicate that the School District has (through endorsement to the policy) been specifically named as an additional insured. The certificate of insurance must also provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided to the District.

- A. 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 Bids.
  - (i) Bodily Injury: \$1,000,000 per occurrence/\$2,000,000 in aggregate
  - (ii) Property Damage: \$1,000,000 per occurrence/\$2,000,000 in aggregate
- B. Automobile Liability. (Including owned, non-owned and hired vehicles).
  - (i) Bodily Injury: \$1,000,000 single combined limit
  - (ii) Property Damage: \$1,000,000 single combined limit
- C. Workers' Compensation and Employers' Liability.
  - (i) Employers' Liability: \$500,000 per occurrence/\$1,000,000 in aggregate
  - (ii) Statutory Limits for Workers' Compensation.

The selected Vendor's failure to procure the necessary insurance and/or submit the required certificates of insurance, as stated above, within ten (10) days of notice from the District's intent to award such Vendor shall constitute a default by the Vendor, and the School District may, at its sole discretion, award the contract to the next lowest responsible bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Vendor additional time in which to secure the required insurance coverage.

### **Termination of Contract**

At any time during the term of the contract, the School District may terminate the contract for "cause" (As defined below) effective immediately upon notice to the Vendor if, at a duly convened meeting of the Board of School Directors of the School District (of which Vendor was given reasonable advanced notice and at which time Vendor and Vendor's counsel

had an opportunity to be heard), a resolution was duly adopted by the Board finding that, in the good faith judgment of the Board, (1) an event constituting "cause" occurred, and (2) either, despite prior reasonable written notice from the School District to Vendor, Vendor had a reasonable opportunity to take remedial action but failed or refused to do so, or an opportunity to take remedial action would not have been meaningful or appropriate under the circumstances.

For purposes of the contract, "cause" shall mean:

- A. Vendor breaches, neglects or fails to diligently perform to the reasonable satisfaction of the School Districts' Board of School Directors, or its designee, any or all of Vendor's responsibilities under the contract;
- B. Vendor commits through any of its employees or subcontractors an act of dishonesty or breach of trust, or acts in a manner which is adverse or injurious to the interest of the School Districts;
- C. Vendor violates or breaches any of the provisions of the contract;
- D. Vendor's act or omission results in or is intended to result directly in gain to or personal enrichment of Vendor at the School Districts' expense;
- E. Vendor or any of Vendor's employees or subcontractors are indicted for or convicted of a felony or any crime involving larceny, embezzlement or moral turpitude; and/or
- F. Vendor becomes insolvent, makes an assignment for the benefit of creditor(s), files or has filed against Vendor a Petition for Relief or other proceeding under federal bankruptcy law or state insolvency law or is assessed, or administered in any type of creditor's proceedings.

In the event that the School District terminates the contract for cause, School District may purchase LPG from another party at Vendor's expense, and reserve all rights for damages, and any and all rights and remedies under the contract, at law and in equity.

### **Vendor's Default**

In the event that the Vendor shall neglect or refuse to furnish or deliver any of the LPG as required pursuant to the contract, then the School District is authorized and empowered to purchase LPG from such other party or parties, and in such manner as it shall elect at the expense of the Vendor, or to cancel the contract; reserving to itself all rights for damages which may be incurred by the School District.

### **Anti-Discrimination**

Vendor agrees:

- A. That in the hiring of employees for the performance of work under the contract, neither the Vendor nor any contractor, subcontractor, or any person acting on behalf of such Vendor, contractor or subcontractor, shall by reason of race, color, religious creed, ancestry, age, sex, sexual orientation, national origin or non-job related handicap or disability or the use of a guide or support animal because of the blindness, deafness or physical handicap of any individual or independent contractor, discriminate against any person who is qualified and available to perform work to which the employment relates;
- B. That neither the Vendor nor any Contractor, subcontractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, color, religious creed, ancestry, age, sex, sexual orientation, national origin or non-job related handicap or disability or the use of a guide or support animal because of the blindness, deafness or physical handicap;
- C. To comply with the Pennsylvania Human Relations Act and applicable federal anti-discrimination laws at all times in the performance of the contract; and
- D. That the contract may be canceled or terminated by the Council Rock School District, and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

**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 seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.**

**This Non-Collusion Affidavit must be executed by the member, officer or employee or \_\_\_\_\_ . The bidder who makes the final decision on prices and the amount quoted in the bid.**

**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 other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.**

**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.**

**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.**

**Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.**

**Non-Collusion Affidavit**

**State of Pennsylvania**

**Bid No.: Liquid Propane Gas (LPG) Commodity & Delivery Services**

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 the price(s) and the amount of this bid. I state that:

- A. 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.
- B. 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 opening.
- C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- D. 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 noncompetitive bid.

\_\_\_\_\_Its affiliates, subsidiaries, officers, \_\_\_\_\_(Name of Firm) directors and employees 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 \_\_\_\_\_(Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on by the COUNCIL ROCK & UPPER MORELAND SCHOOL DISTRICTS when awarding the contract(s) 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 COUNCIL ROCK & UPPER MORELAND SCHOOL DISTRICTS of the true facts relating to the submission of bids for this contract.

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

\_\_\_\_\_  
Company Name

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**FORM OF PROPOSAL**

**To Owner(s):**

COUNCIL ROCK SCHOOL DISTRICT and UPPER MORELAND TOWNSHIP SCHOOL DISTRICT

**Bid due date: January 28, 2021 Time: 2:00 p.m.**

The undersigned, \_\_\_\_\_

(Name of Bidder)

After complete examination of specifications, form of Contract and Bond, hereby proposes to furnish all equipment, materials and labor for the project listed below, together with all incidents thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

**NOTE: ALL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES.**

In case of a discrepancy, the amount shown in words will govern.

**BID - Liquid Propane Gas (LPG) Commodity & Delivery Services**

The undersigned hereby submits the name, \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, as his surety if a contract be awarded him and a letter from said company stating that they will furnish a 100% Payment and Performance Bond.

The Bidder understands that the Owner(s) reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good for a period of ninety (90) days after the scheduled closing time for receiving bids and my not be withdrawn during this period.

The undersigned does further agree, within eight (8) days of receipt of written notice of the acceptance of this bid, to execute the formal contract, bound in the specification and contract, and deliver a Surety Bond(s) as required by General Conditions.

The Bid Security is a bid bond, certified check or cashier's check attached in the sum of ten percent (10%) of base bid, DOLLARS (\$\_\_\_\_\_)

And is to become the property of the Owner(s) in the event the contract bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner(s) caused thereby.

Respectfully submitted by:

\_\_\_\_\_

COMPANY NAME CORPORATE OFFICER (SIGNATURE)

\_\_\_\_\_

ADDRESS – Print Name

\_\_\_\_\_

ADDRESS – 2<sup>nd</sup> line

\_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO.

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

(Return this page as Page 1 of your LPG Services RFB)

Name of Vendor\_\_\_\_\_

Address\_\_\_\_\_

Contact Person\_\_\_\_\_

Telephone Number\_\_\_\_\_

FIRST, the undersigned have carefully examined the Request for Bids (RFB) for LPG Services, and in accordance with the specifications submit this bid and agrees to furnish and perform the specified LPG services for the School Districts for the amount indicated below.

SECOND, the undersigned agrees to enter into a written contract to furnish such services as required in the proposal specifications.

THIRD, the following quotation prices are listed as firm for a period of ninety (90) days after the due date of this bid.

RFB Quote:

---

---

---

---

---

---

---

---

NOTE: The School Districts will not be liable and will not pay for any applicable costs not included and detailed in the RFB.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Title of Officer\_\_\_\_\_

**Liquid Propane Gas (LPG) Commodity & Delivery Services Bid Options  
and Mandatory Inclusion Items**

**Document Purpose**

The purpose of the request for bid is to provide interested Bidders with sufficient information to prepare and submit a bid for consideration by the Upper Moreland School District & Council Rock School District for LPG services for the school district's fiscal years of: 2021-22, 2022-23, and 2023-24. **This will be a three year contract with same bidder. Both School Districts' fiscal year runs from July 1 to June 30.**

**Contact Information:**

Council Rock SD: Transportation Manager Matt Adams, [matt.adams@crsd.org](mailto:matt.adams@crsd.org), 215-944-1052

Upper Moreland SD: Transportation Manager Kelly Rhodunda, [krhodunda@umtsd.org](mailto:krhodunda@umtsd.org), 215-830-1525

**General Bid Information:**

The School Districts' fiscal year runs from July 1 through June 30.

Depot Locations:

- A. Location 1: 470 S. State St. Newtown, PA 18940 (Newtown Depot)
- B. Location 2: 895 Swamp Rd 18956 (Wrightstown Depot)
- C. Location 3: 2900 Terwood Rd. Willow Grove, PA 19090 (Willow Grove Depot)

Total annual LPG consumption is approximately 480,000 gallons between all 3 locations.

- A. Location 1: approximately 250,000 gallons
- B. Location 2: approximately 150,000 gallons
- C. Location 3: approximately 80,000 gallons

Must be HD-5 Propane and include and additives necessary, such as Methanol.

Council Rock SD Equipment:

Installed System owned by Council Rock School District:

Two 18,000 gallon capacity tanks

The tank is installed on a skid tank frame

Corken 075 Autogas Pump - 7 ½ HP, 20-25 GPM at 125 PSID

[http://www.corken.com/CMS\\_Files/Literature-Coro-Flo/F-Models/ag101.pdf](http://www.corken.com/CMS_Files/Literature-Coro-Flo/F-Models/ag101.pdf)

Upper Moreland SD Equipment

Installed System owned by Upper Moreland School District

One 18,000 gallon capacity tank

The tank is installed on a skid tank frame

**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 First Student, Inc. or Council Rock School District or Upper Moreland School District.

- A. Extensive LPG fueling training
- B. Extensive safety training on vehicles
- 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:
  - (i) LPG gas leak procedures
  - (ii) LPG Fire/Explosion Procedures

**Information to Include with Qualified Bid:**

- A. Quote transit time to and from each location:
  - (i) Location 1: 470 S. State St. Newtown, PA 18940 (Newtown Depot)
  - (ii) Location 2: 895 Swamp Rd 18956 (Wrightstown Depot)

- (iii) Location 3: 2900 Terwood Rd. Willow Grove, PA 19090 (Willow Grove Depot)
- B. List of current and/or previous contracts of similar size as specified in this bid. Council Rock School District operates approximately 175 propane vehicles and purchases over 480,000 gallons a year.
- C. Location of the Vendor and response time of the Vendor to arrive at each depot in the event of an emergency or required repair.
- D. Contingency plan to fuel vehicles in the event of a break down or loss of power.
- E. Provide supply disruption plan and alternative fueling capability in the event of site outages or natural disaster.
- F. Documentation of a fuel management system accessible by the Districts for reporting that must be capable of vehicle level detail.
- G. Documentation of ongoing supply management capability, including monitoring of LPG fuel levels and providing auto-replenish order and delivery.
  - (i) Provide customer billing/invoicing and bulk tank inventory reconciliation reports. System must support vehicle level transaction summary.
  - (ii) LPG Contractor must be capable of invoicing both Districts accurately and separately
- H. Any penalty per gallon to be charged to the Districts by the Vendor for either purchasing less gallons of LPG or for purchasing more gallons of LPG that exceed the 480,000 gallons of LPG detailed in the RFP specifications.
- I. Contingency Plan or Description of the Vendor's network enabling fueling outside of typical School District geographic area.
- J. Any Performance Minimum clause applicable per type of commodity pricing
- K. Any warranties provided by Vendor

**Experience & Financial Strength:**

- A. The qualified LPG fuel contractor shall provide documentation of at least THREE (3) years of experience maintaining LPG fueling equipment with a reliable LPG fuel supply.
- B. The qualified LPG fuel contractor shall provide a list of clients with at least 175 vehicles currently running on LPG.
- C. The qualified LPG fuel contractor will provide the School District with sufficient documentation to satisfy the School District that the qualified LPG fuel contractor has the financial strength to satisfy the requirements of the District.

**Delivery & Service Items to Quote:**

- A. General Maintenance – Quote Routine Maintenance intervals, parts/services, and price per preventative maintenance.
- B. Emergency Maintenance – Quote emergency service charge if applicable and structure (flat fee/hourly).
- C. Emergency Fuel – Quote emergency fuel service charge if applicable (flat fee/hourly).
- D. Maintenance Quote Table:

Maintenance (include cost of parts)	\$ per Visit	\$ per Hour	\$ parts (itemize)
General (Preventative) Maintenance			
Emergency Maintenance			
Emergency Fuel Services			

**Commodity Quotes Requested**

- A. Fixed Price for 12 Months
  - (i) Groupings:

- a. 2021-2022 School Year, 7/1/2021 – 6/30/2022
- b. 2023-2024 School Year, 7/1/2022 – 6/30/2023
- c. 2024-2025 School Year, 7/1/2023 – 6/30/2024
- B. Variable Price For Entire Contract Term
  - (i) Provide formula to establish price
    - a. ie. Using the previous day close Mt. Belvieu, OPIS + Cost/Gallon (differential)
  - (ii) Provide Frequency of Price Update
    - a. Daily, Monthly, Quarterly, etc
- C. Fixed Price September through May, Variable June to August Per Year
  - (i) Fixed Price Sept. 2021 – May 2022; then variable price formula July '21, August '21, June '22
  - (ii) Fixed Price Sept. 2022 – May 2023; then variable price formula July '22, August '22, June '23
  - (iii) Fixed Price Sept. 2023– May 2024; then variable price formula July '23, August '23, June '24
- D. Fixed Price 3 Groupings per 12 months
  - (i) Fixed Price Grouping 1 November, December, January, February
  - (ii) Fixed Price Grouping 2 September, October, March, April
  - (iii) Fixed Price Grouping 3 May, June, July, August
- E. Unique Pricing Arrangement of Vendor Design
  - (i) Fixed or Variable
    - a. If Variable provide formula
  - (ii) Combination of Fixed & Variable
    - a. Include periods that are fixed and variable

**Historical Volumes – 2017 & 2018**

Location	Years	Month	Gallons	Location	Years	Month	Gallons
Newtown Depot	2017	Jun	3490.53	Wrightstown Depot	2017	Jun	6812.89
		Jul	7582.39			Aug	1737.98
		Aug	6284.34			Sep	12081.51
		Sep	25901.93			Oct	17718.64
		Oct	31691.59			Nov	15439.34
		Nov	27559.83			Dec	12708.59
		Dec	24853.08			2018	Jan
	2018	Jan	29976.99		Feb		13936.15
		Feb	26213.38		Mar		13202.06
		Mar	23621.96		Apr		16693.73
		Apr	32193.06		May		17496.77
		May	34212.43		Jun		9714.05
		Jun	19935.62				
		Jul	8597.31				

**Historical Volumes – 2019 & 2020**

Location	Year	Month	Gallons	Location	Year	Month	Gallons
Newtown Depot	2019	Jan	16286.62	Wrightstown Depot	2019	Jan	18717.79
		Feb	9984.44			Feb	14192.23
		Mar	6604.38			Mar	17350.31
		Apr	6220.54			Apr	14011.23
		May	5316.53			May	17489.03

		Jun	839.81			Aug	679.6
		Jul	1173.2			Sep	17325.43
		Aug	805.87			Oct	19290.79
		Sep	643.87			Nov	15863.04
		Oct	1144.43			Dec	14340.71
		Nov	1289.25			Jan	20579.8
		Dec	891.4			Feb	16978.05
		Jan	25.54			Mar	6280.78
	2020	Feb	1410.48	2020	Aug	338.76	
		Mar	29.85		Sep	4046.81	
		Jun	25.97		Oct	13581.87	
		Jul	216.45		Nov	9033.3	
		Aug	229.35		Dec	6486.16	
		Sep	2042.06				
		Oct	8272.42				
		Nov	15569.48				
		Dec	10550.14				

**2017 Newtown Total Gallons: 127,363.69      2017 Wrightstown Total Gallons: 66,498.95**  
**2018 Newtown Total Gallons: 174,750.75      2018 Wrightstown Total Gallons: 87,073.32**  
**2019 Newtown Total Gallons: 51,200.34      2019 Wrightstown Total Gallons: 149,260.16**  
**2020 Newtown Total Gallons: 38,371.74      2020 Wrightstown Total Gallons: 77,325.53**

<b>Upper Moreland Historical Volumes</b>				
<b>PROPANE</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
JANUARY	9435.01	9016.13	9945.02	9939.56
FEBRUARY	7971.69	8698.9	6353.77	9029.87
MARCH	10760.52	8637.12	9809.52	4470.26
APRIL	8189.29	9886.99	9038.19	345.3
MAY	10527.02	10409.58	10026.88	435.16
JUNE	4601.38	4401.32	5071.72	1244.59
JULY	2246.26	2919.23	2900.89	536.09
AUGUST	2626.72	1854.88	1955.57	630.08

SEPTEMBER	9181.7	8320.61	9485.6	2580.9
OCTOBER	10203.6	10928.67	10561.8	4050.97
NOVEMBER	8737.96	8880.95	8866.54	4660.39
DECEMBER	7487.58	6838.12	7612.11	1590.5
<b>YEARLY TOTAL</b>	<b>91,968.73</b>	<b>90,792.5</b>	<b>91,627.61</b>	<b>39,513.67</b>

