

**CAMBRIA/INDIANA SCHOOLS
JOINT FUEL PURCHASING CONSORTIUM**

**c/o PENN CAMBRIA SCHOOL DISTRICT
201 6th Street, Cresson, Pennsylvania 16630**

2019-2020 JOINT COAL BID

Instructions/Specifications/Bid Form

To assure the Board of Directors that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to. Any deviations shall be considered sufficient cause for rejection.

1. This is a joint bid comprising the Penn Cambria and Northern Cambria School Districts, participants in the "Cambria/Indiana Schools Joint Fuel Purchasing Consortium" (hereinafter "Consortium"). This bid will be administered by the Penn Cambria School District on behalf of the Consortium.
2. Under no circumstances shall these specifications be altered. The number and brand names used are to indicate a minimum of acceptable quality, and if not stated "or equal" shall be implied. However, if a bidder bids an item(s) other than what is specified, he shall so indicate. The responsibility of proving that a substituted item is equal to that specified in the bid specifications shall be the duty of the bidder, not the Consortium. Proof of an item(s) as being equal shall accompany the bid and be indexed to the item(s) as contained in these specifications.
3. No bids shall be permitted to be withdrawn after the time set for the opening of bids. All bids shall remain valid for a period of sixty-five (65) days after the date set for opening bids. The Consortium shall have a maximum of sixty-five (65) days from the date of opening bids for issuing notice of acceptance and the awarding of contract.
4. All bids must be either typewritten or printed in ink on the enclosed forms and signed by an authorized representative of the bidder with the authority to bind the bidder. Unsigned bids will not be considered.
5. Bid prices shall be F.O.B. the locations indicated herein. Bid prices shall include placing the coal in the bins as provided in each building. No help will be provided by the school district's employees in placing the coal in the bins. For each load delivered the contractor shall furnish a certified weighmaster's slip showing that the coal has been weighed by a licensed weighmaster. Each order shall be placed into bins no later than 1:00 PM on the day of delivery. For each hour after 1:00 PM, the vendor will pay the District liquidated damages at a rate of \$30.00 per hour as a reasonable and fair measure of the damages the District would suffer from both the increased risk and actual occurrence of school building shutdowns due to being unable to safely operate the school buildings.
6. Should the bidder fail to deliver acceptable coal under this bid within three days after receiving an order for such coal from the school district said school district shall be at liberty to buy in the open market and to charge against the bidder any excess in price of coal so purchased over the contract price thereof, plus an additional \$500 administrative fee to cover the District's costs associated with obtaining another supplier of coal.
7. No interest may be charged by the bidder, nor will any interest charges be paid by the school district.

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8. Each bidder must submit a certified copy of an analysis of the coal to be furnished through this bid. This analysis shall be taken not more than 30 days prior to the date of bidding. This analysis must be certified by the laboratory which made the analysis and shall show fuel sizing, proximate analysis including the percentage of moisture, fixed carbon, volatile matter, ash, sulfur, the heating value on the "as received" basis, and the fusion temperature of the ash. In addition, this analysis must show the ASTM free swelling index. This information shall be made part of the bid. Failure to include this analysis with the bid will result in the bid's rejection.
9. The quality of coal delivered during the period of this contract shall at all times be equal to or better than the quality of coal shown by the certified copy of the analysis, as received basis, that the bidder submits as part of this contract, and which quality he proposed to furnish under this bid. The school district reserves the right to analyze the coal delivered under this contract, at its own expense. If the analysis shows the coal to be deficient in relation to the minimum quality standards and the specified sizing required the Agreement, as set by the certified analysis submitted by the bidder at the time of proposal, then the school district may consider the contract cancelled and buy coal elsewhere. Further, the District shall be able to charge against the bidder any excess price absorbed by the District in purchasing coal on the open market where the bidder has failed to supply coal of requisite quality. Any and all deficient coal delivered to the District shall be removed within 24 hours upon written notice from the District at the sole expense of the contractor.
10. Both Northern Cambria School District and Penn Cambria School District require a copy of an analysis of all coal deliveries be provided to the District prior to or at the time of each delivery,
11. The bidder SHALL NOT SUBSTITUTE the coal named in the bid and in the agreement with or for any other kind or quality of coal without the consent of the school district. In case any substitute is permitted by the school district, the school district reserves the right to have a special analysis performed on any substituted coal at the Bidder's expense.
12. Samples may be tested monthly or more often in case it should be deemed necessary to determine the quality of the coal received. It shall be understood, however, that all analyses of coal made under this specification shall be made by a disinterested party, selected by the school district, which analysis shall be considered final and shall be the basis for determining compliance with the terms of the Agreement entered into with the Successful Bidder.

At the discretion of the school district, representative samples of the delivered coal may be taken. These samples will be taken by representatives of the school district at the school district's expense. The bidder may be present at the taking of the samples, but the school district shall be under no obligation to notify the bidder to be present.

The method of quality testing shall be that adopted by the American Society of Testing Materials. Quality tests shall include ash, volatile, fixed carbon, sulfur, ASTM free-swelling index, heating value, and ash softening temperature in a reducing atmosphere.

If the samples tested meet the specifications for quality, the cost of the tests will be borne by the school district; if not, they shall be paid by the bidder.

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13. In the event that a bidder should be awarded bids for multiple buildings or school districts, a separate bill must be prepared for coal delivered to each building in order to facilitate the keeping of the accounting records of the school district. No bill for coal delivered to more than one building will be accepted for payment. Each invoice must be accompanied by a copy of the delivery ticket signed by the District employee receiving the delivery.
14. All of the School Districts of the joint bid are exempt from all federal, state and local taxes; therefore, the bid price shall be net of any taxes. All taxes imposed on any party other than the retail purchaser MUST be included and accounted for in any and all bid amounts. There will be no allowances provided to compensate or reimburse any party for any increase or decrease in any tax imposed upon any party other than the retail purchaser.
15. Each bid shall include any and all charges, including delivery, calculated into the bid price.
16. All deliveries shall be made as ordered, and bidders shall acquaint themselves with local conditions at the several locations where delivery is to take place so that note can be made of any circumstances which may affect their bids. No exceptions shall be given, or release from, bid amounts due to the conditions existing at each local site.
17. The District shall award the contract for the performance of this Project to the lowest responsible bidder. The District shall not arbitrarily or capriciously award the contract for the performance of this Project.
18. The bidder recognizes that it is handling hazardous substances and agrees in the handling and delivering for use, bidder, will in all respects exercise the strictest care required by law, and bidder or bidder's designated carriers will comply with any and all applicable federal, state and local laws. Bidder shall upon request from the Joint Purchasing Consortium Board, or any of its Participants, within seven calendar days from receipt of written request, produce evidence of bidder or bidder's designated carrier the following applicable information:
 - a. Federal hazardous material identification registration
 - b. Carrier's certificate of insurance
 - c. Proof of Pennsylvania Service Commission common or contract authority in the event common or contract carrier is utilized.
19. The totals of each bid shall be firm and irrevocable. This total shall appear on the Bid Form included herein. The bid price shall remain **firm** as bid for a period of one (1) year from **July 1, 2019 thru June 30, 2020**.
20. **No minimum purchase requirement** shall be included in any bid or applied to any school district participating in the Consortium, either individually or collectively. Any attempt to insert an addendum or additional language providing for a minimum purchase requirement shall be proper grounds for the Consortium to reject the bid.

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21. No rights shall accrue to any party until written contracts have been executed by duly authorized officers of each member entity and the Successful Bidder.
22. No additional terms will be recognized beyond those listed in these bid documents unless they are included in the express written and duly authorized Agreement to be completed by the parties after the award of the bid.
23. The Consortium requires that all bidders submit a properly and completely filled out Non-Collusion Affidavit.
24. The Consortium reserves the right to request references from any bidder, as it deems necessary, in order to assist in determining which bidder has submitted the lowest responsible bid.
25. The Consortium reserves the right to accept any bid or portion thereof and to reject any bid, either in its entirety or any portion thereof. The Consortium reserves the right to reject any and all bids where the Consortium determines such action to be in its members' best interests. Any proposal which contains items not specified, or which does not complete all the items required, shall be considered informal and may be rejected on this basis.
26. At its discretion, the Consortium may waive any immaterial irregularity, formality, or technicality in any Proposal where it is in the Consortium's best interest to do so.
27. The bidder agrees, through submission of any bid, that in the event its bid is rejected by the Consortium for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the Consortium shall be entitled to an award of reasonable attorney's fees and costs if the Consortium's rejection of the contested bid is upheld, affirmed, or otherwise not set aside.
28. The Successful Bidder will knowingly, willingly, and voluntarily indemnify and hold harmless each member District, and shall assume any and all risks of accident, personal injury, death or property damage to itself, its successors, agents, or any other person entering each Member District's facilities on behalf of the Successful Bidder resulting from the performance of the Successful Bidder, its employees, and its agents under the Agreement. The Successful Bidder will agree to now and forever release, acquit, discharge, defend, indemnify and hold harmless the each Member District and its officers, officials, directors, representatives, agents, and employees, from and against any and all claims, loss, causes of action, suits, costs, or expense for any and all personal injury, death, or property damage arising directly or indirectly from performance of the Successful Bidder's obligations under the terms of the Agreement.
29. The Successful Bidder shall be solely responsible for any violations of Local, State, or Federal laws and regulations resulting from the Successful Bidder's performance under the terms of the Agreement. The Successful Bidder shall agree to defend, indemnify, and hold harmless each Member District from any and all fines, claims, causes of actions, suits, cost, or expense resulting from the Successful Bidder's failure to properly equip and train its employees in compliance with all applicable Local, State, or Federal laws and regulations.

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30. The Successful Bidder shall be responsible for any damage to property caused by the Successful Bidder or their agents and employees in the performance of the duties awarded to the Successful Bidder.
31. The Successful Bidder may not assign their performance obligations without the express written consent of the Consortium. Any assignment without the express written consent of the Consortium will provide the Consortium with a right of rescission, which shall be exercised within twenty (20) days of the Consortium's notification of the assignment or the effective date of the assignment, whichever is later.
32. Bids shall be received at the Business Office of Penn Cambria School District, 201 6th Street; Cresson, Pennsylvania, 16630, until **10:00 AM, Wednesday, May 22, 2019**, at which time bids will be publicly opened in the Penn Cambria Pre-Primary Conference Room. All bid envelopes shall be properly sealed and appropriately marked on the outside of the envelope, "**JOINT COAL BID**".
33. *If further information is needed please contact or schedule an appointment with any of the participating school districts.* Questions regarding this bid document may be directed to Penn Cambria School District at (814) 886-8121 x1002 between 9:00 A.M. and 3:00 P.M. Monday through Friday. No oral interpretation will be made to any bidder as to the meaning of the specifications and drawings. Interpretations, if made, shall be written in the form of an email and sent to all bidders to whom specifications have been issued.

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BIDDER MAY BID ON ANY OR ALL OF THE FOLLOWING

Supply, delivery and place coal in bin

Terms specific to Penn Cambria School District: The coal bin at the Penn Cambria Middle School will accommodate a total of approximately 75 tons of coal. Said coal shall be placed inside the coal bin either by shoveling or via vendor-supplied conveyor. The coal bin at the Penn Cambria High School will also accommodate a total of approximately 75 tons of coal. This bin will accommodate medium and large (tri-axle) size dump trucks. All deliveries shall be tarped to prevent further moisture from absorbing into the coal. Penn Cambria School District requires a copy of an analysis of all coal deliveries be provided to the District prior to or at the time of each delivery. Questions may be directed to Mr. Dave Beck, Facilities Manager, (814) 886-8121 x1011.

Terms specific to Northern Cambria School District: Northern Cambria School District requires a copy of an analysis of all coal deliveries be provided to the District prior to or at the time of each delivery. Questions may be directed to Mr. Roland Paronish, Business Manager, (814) 948-5481 x2602.

School District/Billing Address	Delivery Address	Approximate Tons of <u>Stoker-Pea</u> Coal	Price per Ton
Penn Cambria School District Administration Office 201 6th Street Cresson, PA 16630 Phone (814) 886-8121 x1006	Penn Cambria High School 401 Linden Avenue Cresson, PA 16630 Contact: Mr. Dave Beck (814) 886-8121 x1011	250	* Washed \$ _____
Penn Cambria School District Administration Office 201 6th Street Cresson, PA 16630 Phone (814) 886-8121 x1006	Penn Cambria Middle School 401 Division Street Gallitzin, PA 16641 Contact: Mr. Dave Beck (814) 886-8121 x1011	200	* Washed \$ _____
Northern Cambria School District 601 Joseph Street Northern Cambria, PA 15714 Phone (814) 948-5481 x2602	Northern Cambria High School 813 35th Street Northern Cambria, PA 15714 Contact: Mr. Roland Paronish (814) 948-5481 x2602	250	* Washed \$ _____
Northern Cambria School District 601 Joseph Street Northern Cambria, PA 15714 Phone (814) 948-5481 x2602	Northern Cambria Middle School 601 Joseph Street Northern Cambria, PA 15714 Contact: Mr. Roland Paronish (814) 948-5481 x2602	250	* Washed \$ _____
* Additional cost per ton to treat washed coal with an anti-icing material			\$ _____

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The Vendor is responsible for delivering coal sized as noted.

No changes in coal size shall be allowed without written permission from the Owner.

Specifications for screened, Kentucky Bituminous Stoker (or approved equal) Coal.

Tri-Fuel Boilers

Size	2" x 0" with pieces 1/4" and smaller not exceeding 10%
Caloric Value as Received	13,000 Minimum BTU/LB
Volatile Matter	37% Minimum
Fixed Carbon	55% Maximum
Ash	8% Maximum
Moisture Content	7% Maximum
Sulfur	1.0% Maximum
Ash Fusion Point	2700° F Minimum Softening Temperature
Coke Button Index	4.5 Maximum
Hardgrove Index	50 Maximum

Other Items

1. At this time, the Owner is not considering an escalation clause. If the Vendor feels a clause would be in the best interest of both parties, please submit a sample for consideration, prior to bid date for approval.
2. The Owner may ask for several loads of various specimens as samples (at bid price) to test boiler.
3. The intent of this specification is to provide a continuous supply of satisfactory coal at the lowest possible price to the Owner.
4. Prior to bid date, "Notice to Bidder" may be issued with corrections, additions, or further information; these notices must be acknowledged on each bid proposal.

NOTE: Vendor to supply customer references in relationship to similar furnace equipment (Tri-Fuels Units).

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Please print all information.

Company Name	
Company Representative	
Address	
Address	
City, State, Zip	
Telephone & extension	
Fax	
Email	
Original Written Signature	
Date	
Name of Mine	Analysis by
Location of Mine	Date of Analysis

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 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 other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

CONTRACT/BID NO. _____

STATE OF _____ COUNTY OF _____

I state that I am _____ of _____
(Title) (Name of 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:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. _____ (name of firm), its affiliates, subsidiaries, officers, 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 **CAMBRIA/INDIANA SCHOOLS JOINT FUEL PURCHASING CONSORTIUM** (name of public entity) in 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 **CAMBRIA/INDIANA SCHOOLS JOINT FUEL PURCHASING CONSORTIUM** (name of public entity) of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me

this _____ day of _____, 2019

(Typed Name & Company Position)

(Notary Public)

(Signature)

My commission expires: _____