

REQUEST FOR BIDS

The Mifflinburg Area School District requests sealed bids, at its administrative offices at 178 Maple Street, Mifflinburg, PA 17844, addressed to the attention of Thomas R. Caruso, Business Administrator, at or before 11:00 a.m., local prevailing time, on **May 25, 2022**, when they will be publicly opened for

Wood Chip Fuel Bid

in accordance with the Bid Document which interested persons may obtain at the offices of the Mifflinburg Area School District, 178 Maple Street, Mifflinburg, PA 17844, (570) 966-8200, between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday or on the District's website www.mifflinburg.org, under the tab for Departments > Business Office > Bid Notices.

Mifflinburg Area School District

By: Thomas R. Caruso
Business Administrator
April 30, May 7, 14

**Mifflinburg Area School District
178 Maple Street
Mifflinburg, PA 17844**

**INSTRUCTIONS TO BIDDERS
AND
CONDITIONS OF BIDS**

PREPARATION OF BIDS

Bids must be submitted on the bid document prepared by the School District. Upon award of any bid by the Board of Directors, the bid document, which is comprised of the Advertisement, these instructions, No-Collusion Affidavit, the specifications bid form, and the Bid Certification, shall constitute the contract between the successful bidder and the School District.

The bidder shall submit one (1) completed copy of his/her bid with all pages included on the bid document furnished by the School District.

The Bid Documents must be completed by the bidder. When completing the Bid Documents, the bidder shall fill in all blanks necessary for the bid and cross out all unnecessary blanks, shall place bidder's name and telephone number on each page, shall keep all pages of each document together for submission of the bid, and shall place bidder's business address on the Bid Certification.

Each bidder shall properly sign and execute his/her bid in the following manner.

1. If the bidder is an individual, bid shall be executed by him/her, his/her signature shall be witnessed and his/her business address shall be stated.
2. If the bidder is a partnership, the bid shall be executed in the name of the partnership by at least one partner, and the business address of the partnership shall be stated.
3. If the bidder is a corporation, the bid shall be executed in the name of the corporation by a duly authorized agent of the corporation whose authority to act shall be established by proof submitted with the bid and acceptable to the School District, and the business address of the corporation shall be stated.

SUBMITTING BID

One full set of completed and duly executed Bid Documents shall be placed in an envelope, which shall be sealed, marked "**Mifflinburg Area SD Wood Chip Fuel Bid, 2022-23**" addressed to the attention of Thomas R. Caruso, Business Administrator and delivered to District at its Administrative Offices at 178 Maple Street, Mifflinburg, PA 17844, at or before the time and date indicated on page one, Request for Bids, when all such bids will be publicly opened. No one shall be liable for the premature opening of a bid which is not properly marked and addressed.

QUANTITY REQUIRED

The School District requests sealed bids to furnish and deliver the following:

Per Attached Specifications

SITE VISITATION

To schedule a **site visitation which is required to submit a bid**, contact George Boyer, Supervisor of Buildings & Grounds, at (570) 966-8200, Ext. 8247.

REQUESTING EXPLANATIONS

If the bidder has a question about any provision of the available Contract Documents, or finds any discrepancy or inconsistency therein, or omission therefrom, the bidder shall give prompt written notice thereof to District, and shall obtain from District an Addendum containing the needed answer or interpretation, or supplying the omitted term, before bidding. District will send a copy of each Addendum to every known prospective bidder. Each bidder shall note receipt of each Addendum on the Receipt of Addenda to be submitted with the bid. No oral explanations will be given on behalf of District, and District will not be bound by any oral explanations that may be given.

WITHDRAWING BID

A bid may be withdrawn by a written notice of withdrawal duly executed by the bidder and delivered to District at its Administrative Offices at 178 Maple Street, Mifflinburg, PA 17844 addressed to the attention of Thomas R. Caruso, Business Administrator, at or before the time set for opening bids. Thereafter, no bid may be withdrawn for sixty (60) days. Any bid not accepted before the sixty-first (61st) day after the date set for public opening shall be deemed to be revoked or rejected, unless the time for accepting it is extended by the bidder.

EXTENDING BID

District may request an extension of time to accept a bid, in which case, the bidder may extend the time for not more than one year by a writing duly executed by the bidder.

AWARDING CONTRACT

District reserves the right to waive any defect, informality, or irregularity in any bid. District also reserves the right to reject any or all bids. When accepting or rejecting a bid, District reserves the right to consider every fact, matter, and circumstance pertaining to the capability and responsibility of the bidder and to the best interests of District. Unless the facts are such as to require it by law, District shall not be obligated to make an award to the lowest bidder or to any other bidder.

LAWS, REGULATIONS, AND PERMITS

The successful bidder shall be responsible for all cost and compliance with all laws, regulations, and permits of all local, state, and federal governments. The bidder shall determine if the School District is exempt from payment of Pennsylvania State Sales Tax.

MATERIAL SAFETY DATA SHEETS

All items delivered shall have the applicable Material Safety Data Sheet (MSDS) included.

INTENT OF SPECIFICATIONS

The successful bidder shall abide by the true intent of the specifications.

STANDARD OF QUALITY

When a manufacturer and/or brand name and/or catalog number is specified, it is understood that the bidder is responsible to provide the specified brand unless stated otherwise on the bid. The specifications are intended to indicate quantity to be purchased, the quality, style, and specific features of the items and in some or all cases, a specific manufacturer and model of the item.

When a manufacturer is specified, other items meeting these specifications may be bid. However, each bidder shall name the manufacturer, identify the item as a substitute in the specifications and provide with the bid evidence of equivalency. The evidence provided shall be clearly marked in a manner to easily identify it with the item bid.

EXECUTING BID DOCUMENTS

The Bid Documents must be duly executed by the bidder. A bid will be considered duly executed only if the Bid Documents or the accompanying authorizations to sign them (i) bear the signature of the owner, in the case of a sole proprietorship, (ii) bear the signature of at least one partner, in the case of a partnership, (iii) and bear the signatures of its president or vice president and its secretary or assistant secretary, in the case of a corporation.

ALTERATIONS

Alterations in fulfilling the contract must be approved in writing by the Business Manager of the School District.

HOLD HARMLESS CLAUSE

The bidder shall defend, indemnify and hold harmless the School District, its School Directors, administration and employees, from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees and liabilities with respect to injury to or death of, any person or persons whatsoever, or of any kind by whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the bidder, its officers or employees, or any other person directly or indirectly employed by the bidder while engaged in the performance of the work or any activity associated therewith or related thereto.

PROTECTION OF DISTRICT

Contractor shall defend, hold harmless, and indemnify District, its administrators, agents, directors, employees, and officers, against all awards, charges, costs, counsel fees, damages, expenses, interest, liabilities, and penalties, on account of any and all actions, claims, demands, suits, and judgments whatsoever, arising out of or in anyway relating to any act done or omitted by Bidder, or other agents or employees, or by any other person, with respect to Bidder's performance of the Contract or in the course of such performance.

WORKER'S COMPENSATION

In compliance with the Act of the General Assembly, the supplier further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Worker's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the participating members a certificate from the Department of Labor and Industry.

FREIGHT

All amounts bid are F.O.B. (without charges for delivery to and placing on board a carrier at a specific point) to the interior receiving area of the various locations within the Mifflinburg Area School District. The requested shipping point(s) are listed in the bid specification prior to the item. The shipping point addresses and their distances from the administration office address are as follows:

LOCATION OF INSTALLATION

Mifflinburg Area Intermediate School, 250 Mabel Street, Mifflinburg, PA 17844

DELIVERIES SHALL BE MADE ONLY BETWEEN 7:00 A.M. AND 3:30 P.M., local prevailing time.

The School District will notify the successful bidder at the time the bid is awarded. **Deliveries will be made between September 15, 2022 and April 14, 2023 and optionally, September 15, 2023 and April 15, 2024, if so awarded, on an as needed basis.** Shipment shall be made only upon receipt of a signed purchase order. Twenty-four (24) hours' notice prior to delivery is required. Failure to deliver within specified time shall constitute default of contract.

DELIVERY TICKETS

Delivery tickets and/or packing slips shall provide the following information: Purchase Order Number, Name of Item, Item Number on the Purchase Order, Quantity, and Name of Bidder, even if the delivery is a direct shipment from a location other than that of the bidder.

Failure to comply with the bid specifications is sufficient reason to refuse acceptance of a delivery with no liability accruing to the School District.

INVOICING

Invoices, which shall be the original and two (2) copies, shall provide the following information: Purchase Order Number, Purchase Order Item Number, Description, Quantity, Unit Price, Extension, Discounts and Total.

Upon acceptance and the approval of the accepted item(s), whether full or partial delivery of a Purchase Order, payment will be made within thirty (30) days of approval of the item(s) received and receipt of invoice(s).

NONDISCRIMINATION POLICY

In the performance of the Contract, Bidder shall not unlawfully discriminate against any person by reason of his or her race, color, religious creed, ancestry, handicap or disability, use of a guide dog because of blindness or deafness, age, sex, or national origin.

AGREEMENT OF INDEMNIFICATION

The successful bidder agrees, if awarded a contract under these specifications, to indemnify and save harmless the School District, its Board of Directors, the Secretary and administration from all suits and actions of every nature and description brought against them or any suit or actions growing out of any contract or contracts, written or verbal, entered into between the School District and the successful bidder, and further that upon awarding of contract to the successful bidder in accordance with these specifications, this agreement of indemnification shall become effective.

BID CERTIFICATION

The undersigned certifies that (1) this bid is genuine and is not sham, collusive or fraudulent; (2) this bid is not made in the interest of or in behalf of any other person other than the undersigned; and (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidder.

(INDIVIDUAL BIDDER)

_____ (SEAL)

(Date) (Signature of Individual)

Witness: _____

Print or Type Name of Individual

Trading and Doing Business As:

Business Address: _____
Business Phone: _____ Business Fax: _____

(PARTNERSHIP BIDDER)

_____ (Name of Partnership)
_____ (Date)

Witness:

_____ By _____ (SEAL)

Print or Type Name of Individual

_____ By _____ (SEAL)

Print or Type Name of Individual

Business Address: _____
Business Phone: _____ Business Fax: _____

(CORPORATION BIDDER)

(Corporate Seal)

Name of Corporation

(Date)

By

(President, Vice-President or Authorized Representative*)

ATTEST: _____

Print or Type Name of Individual

(Secretary or Assistant Secretary)

Business Address: _____

Business Phone: _____ Business Fax: _____

*Attach appropriate proof evidencing authority to execute in behalf of the corporation.



INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging 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 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 will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____ :
County of _____ : :s.s.

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 noncompetitive 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 noncompetitive bid.

(5) _____, its affiliates,
[Name of my firm]

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 interest contract, except as follows:

I state that _____ understands and
[Name of my firm]

acknowledges that the above representations are material and important, and will be relied on by the Mifflinburg Area School District 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 the Mifflinburg Area School District of the true facts relating to the submission of bids for this contract.

[Signature and Company Position]

Sworn and subscribed to before me
this _____ day of _____, 2022.

Mifflinburg Area School District Wood Chip Specifications and Bid Form

Specifications:

- Fuel to be screened, green, hardwood mill-residue chips
- **Quantity: 600 tons (estimated, depending upon heating season)**
 - This quantity may be increased at the per ton cost upon mutual consent of the parties.
- Target Chip Size: Chips shall be of a consistent size of 2 ½" x 2 ½" x 5/8"
- Chips shall be free of rocks, dirt, metal, paints, ice, snow and all other foreign material
- Chips should not be stored in the open prior to delivery
- Chips must be covered at all times prior to discharge into the owner's bin, including during transit
- Delivery shall be by live bottom trailer directly to the storage bin
- Deliveries shall be made between September 15, 2022 and April 14, 2023 and optionally September 15, 2023 and April 15, 2024.
- Deliveries shall be as needed within 24 hours notice by the district
- Two to three deliveries per week will be needed during the prime heating season
- Moisture Content (Wet Basis): 15%-45%
- Minimum Btu's/lb. (wet weight): 4,500 (HHV)
- Maximum Chip Size: No more than 10% shall be 4 inches or larger in any dimension.
- Maximum Fines Content: No more than 5% shall be smaller than 1/16". No wood flour or dust is allowed.
- Total Ash Content: Maximum 3% (dry matter basis)
- Alkali Mineral Content of Ash: Maximum 0.25 lbs./MMBtu
- Wood Species: Mixed hardwoods (or what is locally available).
- Chips should be directly blown into delivery trailer at the time of chipping.
- Transport in live bottom (walking floor) trailers.
- Quality Assurances: Random testing of 2 loads/year to ensure fuel meets specifications.

- Contaminants: Chips shall be free of any foreign materials including but not limited to nails, dirt, rocks, snow, ice, paint, glue, etc.

Price per ton delivered for 2022-23 Season \$ _____

Price per ton delivered for 2023-24 Season (Optional)
\$ _____

Bidder's Name

Bidder's Address

Bidder's City, State, and Zip

Phone #

Bidder's Signature

Date