

The School District of Haverford Township

Request for Proposal (RFP)

Liquid Propane G (LPG) Commodity, Storage Tank & Delivery

**The School District of Haverford Township
Administration Offices
50 East Eagle Rd.
Havertown, PA 19083**

REQUEST FOR PROPOSAL(RFP)

The School District of Haverford Township invites qualified Vendors to submit proposals for:
“LIQUID PROPANE GAS (LPG) COMMODITY, LPG STORAGE TANK & DELIVERY”

“Contact the Business Office at 610-853-5900 x7103 for copies of the RFP”

SUBMISSION OF RFP’S

The Vendor shall submit two (2) signed copies (1 original and 1 photocopy) of the complete RFP in a sealed envelope clearly marked **“LPG SERVICES, STORAGE & DELIVERY RFP”**.

ALL INTERESTED PROVIDERS MUST ATTEND A PRE-BID MEETING,
Held at the M&T Building 50 Hilltop Rd. Havertown PA, 19083 on
Tuesday May 24, 2022 at 10:00 am

Contact JR Guglielmi, Director of Facilities at 610-853-5939, with any questions.

**RFP's are due by 1:00pm
Monday June 6 , 2022**

Mail or deliver RFP to the following address:

**Martha Kew
Business Manager
The School District of Haverford Township
Administration Offices
50 East Eagle Rd.
Havertown, PA 19083**

TENTATIVE RFP TIME SCHEDULE

Review of RFP's- June 7,2022

Reviewed by Facilities Committee- June 9, 2022

Board Award Contract - June 16,2022

The School District of Haverford Township Board of School Directors solicits sealed Request For Proposals (RFP) for Liquid Propane Gas (LPG) Commodity, Storage, & Delivery Services in accordance with the following conditions and specifications:

1. Sealed RFP's for furnishing The School District of Haverford Township with Liquid Propane Gas (LPG) Commodity, Storage Tank, & Delivery Services shall be in the hands of Ms. Martha Kew, Business Manager, Administration Offices, 50 East Eagle Rd. Havertown, PA 19083 on or before 1:00 p.m., Monday, June 6, 2022 and plainly marked on the envelope "**LPG SERVICES, STORAGE AND DELIVERY RFP**".
2. The School District of Haverford Township School Board reserves the right to waive any or all technicalities in the RFP.
3. Vendors will guarantee their RFP prices will remain firm for 60 days from the date of the RFP due date.
4. The School District of Haverford Township School Board reserves for itself the right to accept or reject any or all RFP's.
5. Failure to complete and return the enclosed Non-Collusion Affidavit with your RFP will result in disqualification.
6. Vendor agrees to adhere to the Anti-Discrimination Clause included within the contents of this RFP.
7. Bid Security: Bid bond should be based on the total amount quoted on the Installation of the Propane Station and tank in your sealed bid.

8. If there are any questions concerning the Liquid Propane Gas (LPG) Commodity, Storage Tank & Delivery Services specifications, please email JR Guglielmi, Director of Facilities at jrguglielmi@haverfordsd.net prior to the RFP due date.

9. **Please be advised The School District of Haverford Township School Board will not be required to make an award entirely on the basis of the lowest RFP in dollars and reserves the right to reject any and all RFP's and/or to modify the terms of the RFP's to protect the interests of The School District of Haverford Township. In the event such modifications are unacceptable to the selected Vendor, such Vendor shall be released from any obligation to The School District of Haverford Township.**

**REQUEST FOR PROPOSAL (RFP) FOR LIQUID PROPANE GAS (LPG)
COMMODITY, STORAGE, & DELIVERY SERVICES**

Document Purpose

The purpose of this RFP is to provide interested Vendors with sufficient information to enable them to prepare and to submit proposals (i.e. quotations) for consideration by The School District of Haverford Township for LPG services for the school district's fiscal years of: 2022-2023, 2023-2024, 2024-2025 and Tank Installation and Service. The District's fiscal year runs from July 1 to June 30.

The School District of Haverford Township Contact

The point of contact with The School District of Haverford Township is JR Guglielmi, Director of Facilities

Incurred RFP Costs

The School District of Haverford Township is not liable for any cost incurred by any Vendors prior to the selection and issuance of an agreement or contract.

Response Date for RFP's

In order to be considered for selection, Vendor proposals for LPG services must be received in a sealed envelope clearly marked "LPG SERVICES, STORAGE AND DELIVERY RFP" no later than **1:00 PM at The School District of Haverford Township, Administration Offices, 50 East Eagle Rd. Havertown, PA 19083 on Monday, June 6, 2022.**

Informality of RFP and Acceptance, Rejection, or Selection of Quotation

The School District of Haverford Township expressly reserves the right to reject any or all RFP's, to waive any informalities or irregularities in the RFP's, and to accept a Vendor RFP, which is in the best interest of The School District of Haverford Township. All pricing must be held for 60 days. The School District of Haverford Township reserves the right to negotiate and to finalize any terms and conditions with the selected Vendor for the requested LPG Services.

Acceptance by The School District of Haverford Township

The School District of Haverford Township Board of School Directors will consider the approval of a Vendor (After the recommendation of the Administration) at a regularly scheduled Board meeting following the due date of this request for quotation.

Cost and Pricing Data

Proposals must be submitted for the various types of pricing options specified by The School District of Haverford Township.

Information Requested

In order to facilitate The School District of Haverford Township selection of a Vendor, the following information should be provided to the District:

1. List of current or previous contracts of similar size as specified in this proposal.
2. Location of the Vendor to the M&T Building 50 Hilltop Rd. Havertown, PA 19083
3. Response time of the Vendor to the M&T Building(bus terminal) in the event of an emergency or a required repair that could disrupt service.
4. Ability of a Vendor to assist the District with emergency re-fueling of vehicles directly from a fuel truck or through other available means in the event of a break down or loss of power at the bus terminal.
5. Costs quoted by the Vendor to perform the specified LPG (commodity, storage, and delivery) services.
6. Any type of penalty per gallon to be charged to the District by the Vendor for either purchasing less than the 90,000 gallons of LPG per year.

THE SCHOOL DISTRICT OF HAVERFORD TOWNSHIP

Liquid Propane Gas (LPG) Fuel Bid Specifications

The School District of Haverford Township is seeking a qualified fuel supplier/vendor/contractor for the District's Liquid Propane Gas (LPG) fuel of **approximately 36** LPG powered vehicles. The vehicles will be fueled at the M&T Building, 50 Hilltop Rd. Havertown PA, 19083 in Delaware County. The District's total annual LPG consumption for these vehicles is estimated to be 100,000 gallons. The District is also seeking to have it's 1,000 gallon propane Tank is used for heating the Bus Mechanic Garage.

Fuel supply is a critical element to the District making this "green" alternative fuel program a success and seeks to contract with a qualified LPG fuel supplier to cost effectively deliver and to manage the LPG fuel supply. The LPG fuel supplier shall recommend and provide vehicle refueling options as determined to be best suited for the specific operating location and the conditions.

The District is looking for prospective LPG fuel suppliers to provide innovative pricing options for the LPG fuel at the bus terminal location.

- The qualified LPG fuel contractor's proposal should include the LPG fuel supply.

It is the District's desire to possibly lock in the price of the LPG fuel for the 2022-2023, 2023-2024 and 2024-2025 school year.. **The qualified LPG fuel contractor should propose a fixed price per gallon for the LPG fuel for each of the years.**

The qualified LPG fuel contractor should also propose a Rack Price Option (Mt. Belvieu previous day close) in the event the district exceeds 100,000 gallons annually. The Rack Price Option should include any markup inclusive of delivery.

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 at the terminal facility as requested by District.
- The qualified LPG fuel contractor must provide comprehensive driver and fleet team safety and operational education which must include the following:
 - Extensive LPG fueling training.
 - Extensive safety training on vehicles.
 - Presentation of Safety training certificate to fleet operators and technicians.
 - Provide detailed instructions for safe LPG fueling of a motor vehicle.
 - Provide detailed explanation of your organization's standard Emergency procedures for:
 - LPG GAS LEAK PROCEDURES
 - LPG FIRE / EXPLOSION PROCEDURES

Other Requirements

- The qualified LPG fuel contractor will be responsible for ongoing supply management, including:
 - Monitoring of LPG fuel levels and providing auto-replenish order and delivery.
 - Provide supply disruption plan and alternative fueling capability in the event of site outages or natural disaster.
 - Provide customer billing/invoicing and bulk tank inventory reconciliation reports. System must support vehicle level transaction summary.
 - The ability to provide emergency service for the fueling equipment within **2 hours** of notice.
 - The ability to provide temporary remote filling of fuel should dispensing equipment be down for more than **4 hours**.

Experience & Financial Strength

- 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.
- The qualified LPG fuel contractor shall provide a list of clients with at least 50 vehicles currently running on LPG and or diesel.
- The qualified LPG fuel contractor will provide the District with sufficient documentation to satisfy the District that the qualified LPG fuel contractor has the financial strength to satisfy the requirements of the District.

Propane Autogas Dispenser Specifications:

The following are the minimum specifications from the Propane Education and Research Council (PERC). The District will require that all installed equipment will meet or exceed these specifications.

- Meets all necessary federal, state and local codes and regulations
- Delivers fuel to end-users similar to those using gasoline
- Will be the correct dispenser for the type of vehicle that will be filled. (Quick Connect)
- **Fueling capacity for two vehicles at the same time**

Fuel Management System:

Fuel management systems being used by the District is Fuel Force Fleet Management System
Propane System must be compatible with Fuel Force Fleet Management System.

- Fuel Management system may include, but are not limited to the vehicle fuel usage, vehicle number, driver ID, mileage, gallons delivered, or any other information suitable to the District.
- If the bidder wanted to also propose a separate price to move to an entirely new fuel management system that could manage Diesel, Gas and Propane for the District's consideration.

System Performance Requirements:

- Dispensing rate minimum of 12 gallons per minute (GPM)
- Pump package (motor, pump, bypass, piping, system sizing, and electrical) must be able to provide adequate differential pressure (minimum 145 psig) based on vehicle type, geographic location, and climate conditions.
- Location of dispensing station and proximity to the pump package impacts performance and shall be considered as to its impact to the performance of the entire system.

Equipment requirements:

Dispenser Cabinet:

- Shall be constructed of nonflammable, non combustible material; including but not limited to powder coat steel, stainless steel, aluminum, or equivalent materials.
- Shall meet all federal, state, and local codes and regulations applicable at the installation location.
- Shall be constructed with lockable access panels to prevent tampering.
- Shall provide separation of the base classified area from the non-classified area (above 48") by a permanent seal.
- Dispenser display with an alpha numeric key pad for ease of entering data.
- Painted surface of dispenser shall be protected from damage from the breakaway system with an aluminum 12" x 14" wear plate.

Dispenser Metering

- Shall have a digital display capable of providing gross or net volumes
- Where required, temperature compensation shall be provided and meet all federal, state, and local codes and regulations; dispenser meter shall be provided with secondary temperature thermometer well for testing and proving (checking the accuracy/calibrating) the meter
- The metering system selected must have a minimum capacity sufficient to meet the performance standard listed in the System performance requirements section.
- If you are using an electronic dispensing system, it shall be equipped with a pulse transmitter providing a minimum of 100 pulses per gallon (PPG) for retail sales and/or custody transfer.
- Dispenser must be all encompassing including fuel management and cellular capability.
- The Vendor shall provide all required cables, hardware and software to tie the Districts Fuel Management System.
- The District shall provide the contact information for the existing fuel management system.
- Meter accuracy shall be in accordance with federal, state, and local codes and regulations, with a minimum accuracy of +/- 0.6% (.006) linearity and +/- 0.24% (.0024) repeatability when dispenser is used for retail sales and/or custody transfer.
- The meter shall be inspected prior to operation to ensure compliance with state weights and measure standards applicable at the location of installation when dispenser is used for retail sales and/or custody transfer.

Dispenser Display

Shall indicate gallons dispensed with electronic register, indicating gallons dispensed, net or gross gallons, dispenser may include display with an alpha numeric keypad for ease of entering data to fill two vehicles simultaneously.

Electrical Requirement:

- All electrical installations shall be performed by a licensed, bonded electrician with motor control experience to ensure compliance with all federal, state and local codes and regulations at the location of installation.
- Dispenser and all internal electrical components shall be wired in full compliance with the manufacturer specifications. Electrical components contained within the dispenser cabinet, where required, shall be Class 1 Group D Division 1 or Division 2, and be provided with all required seal off devices.
- Distance must be considered when selecting service wire to meet necessary voltage and amperage requirements of the motor manufacture.
- The motor for the pump must meet requirements for Class 1 Group D Division 1 or Division 2 and be provided with all required seal off devices.
- A properly sized Variable Frequency Drive (VFD) unit shall be provided to act as motor started.
- An identified Emergency Stop switch for the motor and dispenser shall be installed not less than 20 feet or more than 100 feet to shut off the power.
- The School District of Haverford Township will provide all required electricity at their cost to operate the fuel system. The District will have single or three phase 100 amp available.

Piping, Valves, and Fittings:

- All piping within the dispenser cabinet shall be A53 Grade B or better, schedule 80 on all threaded connections (A106 Grade B SCH 40 for welded connections) or approved equivalent materials.
- All threaded and welded fittings shall be forged steel, brass or other material approved for use with liquid propane.
- All threaded fittings and valves shall be minimum 400 PSIG water, oil, or gas (WOG) rated.
- Ball valves shall be full port for liquid propane service.
- Internal valves, excess flow valves, and backflow check valves shall be installed in appropriate locations in accordance with federal, state and local regulations.
- Hydrostatic relief valves shall be installed where required.
- Inlet piping to pump shall be at a minimum the same size as the pump inlet connections and shall be installed so that it is level or pitched toward the pump inlet.
- Bypass valve piping shall be at a minimum the same diameter as the bypass valve.
- Fuel supply contractor shall instruct fuel delivery personnel to inspect piping system at every delivery to verify integrity of piping system.

Hose Assembly:

- UL and CGA propane delivery hose shall be continuously marked “LP-GAS 350 PSI WP, 1750 burst pressure”. maximum 18’ length per NFPA 58 code.
- Hose assembly shall have a UL compliant hose breakaway device.
- Fueling nozzle shall be quick connect or Euro style with quick-acting shutoff, low emission release, and failsafe discharge feature.
- Compatible with the dispensing device locking mechanism.

- Fuel supply contractor shall instruct fuel delivery personnel to inspect hose at every delivery to verify integrity of hose and hose assembly.

Pump System and Pump Assembly

- Dispenser provider shall evaluate the filling requirements and provide the appropriate pump and motor to meet these requirements. LPG fuel vendor shall provide as a minimum pump curves showing flow, differential pressure, and break horsepower required to meet system needs.
- The District requires a minimum differential pressure of 145 PSIG.
- Pump inlet strainer (minimum 80 mesh Stainless Steel screen) or any restrictions shall be a minimum of 10 pipe diameter from the pump inlet. Pump manufacturer's installation instructions shall be followed.
- Pump inlet and outlet shall have isolation full port ball valves
- Pump inlet and outlet shall have ball valves
- Liquid filled gauges shall be provided on the inlet and outlet sides of the pump to verify pump performance and system diagnostics.
- The supplied motor shall meet the necessary horsepower required and have the proper NEMA classification for the installation.
- Motor shall be mounted via a C-Face adapter and flexible coupling and shall be verified for proper alignment.
- A properly sized bypass valve shall be installed and shall be field set provide proper differential pressure.
- Bypass valve discharge shall be piped to vapor space of tank.
- A stainless steel flexible connector shall be installed to isolate the pump and minimize vibration.
- Fuel supply contractor shall instruct fuel delivery personnel to inspect pump assembly at every delivery to verify integrity and suitability of pump.

In-Line Fuel Filter:

- Filter capable of filtering particles measuring 5 microns should be used.
- ZFilter should be placed after the propane autogas pump to filter the stored fuel prior to entering the vehicle.
- Filter shall have pressure gauges on the inlet to determine pressure drop and filter condition.
- Filter elements shall be placed by the vendor after the first week of service.
- Isolating valves and unions shall be installed on the inlet and outlet to allow servicing of the filter.
- Fuel supply contractor shall instruct fuel delivery personnel to inspect the in-line fuel filter at every delivery to verify integrity suitability of filter.

Tank Assembly:

- Tank selected must be suited for the application intended and meet all Federal, State and Local requirements.

- **A New or Refurbished 18,000 gallon tank is required.**
- Container provided shall be equipped with a minimum of one (1) 2" or larger bottom liquid connection sufficient to supply the pump at the pump manufacturer's recommended volume.
- The Container shall be equipped with a suitable vapor connection for the pump bypass.
- The Container shall be equipped with a suitable vapor connection for the meter vapor eliminator from the meter to operate properly. This opening must be separated from the pump bypass connection.
- Tank shall be equipped with the proper liquid level gauge, relief valve, fill valve and any other appurtenances required by federal, state or local code.
- All required signs, decals and markings shall be provided.
- Fuel supply contractor shall instruct fuel delivery personnel to inspect the tank assembly at every delivery to verify integrity and suitability of the tank.

Installation Foundation

- Tank and dispensing unit shall be mounted on concrete foundation
- Tank shall be installed so that it is level
- The School District of Haverford Township will be responsible to have the pad and the required crash safety protection surrounding the tank location.

Emergency Shut off System:

- Vendor shall provide for a complete system to provide for remote closure of tank internal valve or tie in with the existing system.
- System can be designed to operate on Nitrogen, Carbon Dioxide or Dry Air.
- Vendor shall provide sized regulator for the operation of internal valve.
- All pneumatic tubing shall be UV resistant.
- An identifiable and readily accessible remote emergency shut off device shall be installed no closer than 3 feet and not further than 100 feet from the vehicle fueling location.
- Fuel supply contractor shall minimally on a quarterly basis test and verify the performance of the Emergency Shut off System.

Warranty:

- Vendor shall warrant the system to be free of defects and leaks for a period of 2 years from the date of first use.
- Provide a maintenance contract that would include a bi-annually inspection of the system after installation for a two year period

Additional Information:

- Currently The School District of Haverford Township has a propane station that is not owned by the District, Contractor that is awarded the contract will have to supply the bus depot

with propane for the buses from when the old station is removed and the new station is completed and operable.

(Return this page as Page 1 of your LPG Services, Storage Tank and Delivery Bid)

Name of Vendor _____.

Address _____.

Contact Person _____.

Telephone Number _____.

FIRST, the undersigned have carefully examined the Bid for LPG Services, and in accordance with the specifications of the proposal, submit this proposal and agrees to furnish and perform the specified LPG services for The School District of Haverford Township for the amounts indicated below.

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

THIRD, the following quotation prices are listed as firm for a period of sixty (60) days after the due date of this request for proposal.

Propane Bus Bid:

LPG Services & Cost per Gallon for 2022-2023 \$ _____ Fixed per gallon for 90,000 to 100,000 gallons.

2022-2023 for gallons in excess of 100,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2023-2024 \$ _____ Fixed per gallon for 90,000 to 125,000 gallons.

2023-2024 for gallons in excess of 125,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2024-2025 \$ _____ Fixed per gallon for 90,000 to 150,000 gallons

2024- 2025 for gallons in excess of 150,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon

Please describe any **penalty** per gallon to be charged to the District by the Vendor for purchasing less than 90,000 gallons of LPG.

2022-2023 penalty per gallon _____ 2024-2025 penalty per gallon _____

2023-2024 penalty per gallon _____

(Return this page as Page 2 of your LPG Services, Storage Tank and Bid)

Please provide an additional price per visit and per gallon for onsite fill pricing (mobile fueling from the delivery truck) and/or emergency services (if needed).

\$ _____ per visit

\$ _____ per gallon

Heating Propane Bid:

LPG Services & Cost per Gallon for 2022-2023 \$ _____ Fixed per gallon.
2,000 - 3,000 gallons

2022-2023 for gallons in excess of 3,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2023-2024 \$ _____ Fixed per gallon.
2,000 - 3,000 gallons

2023-2024 for gallons in excess of 3,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2024-2025 \$ _____ Fixed per gallon.
2,000 - 3,000 gallons

2024-2025 for gallons in excess of 3,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

Tank Bid:

New LPG 18,000 Gallon Tank and Installation \$ _____

Refurbished LPG 18,000 Gallon Tank and Installation \$_____

(Return this page as Page 3 of your LPG Services, Storage Tank and Bid)

Bid Service Contract:

Two year Service Contract \$_____

Please attach list of comparable size current or recent contracts.

Company:

Contract Size:

Reference:

1. _____

2. _____

3. _____

State location of terminal to be used: _____

NOTE: The School District of Haverford Township will not be liable and will not pay for any applicable costs not included and detailed in the Bid.

The signature below indicates agreement to meet all requirements specific in the bid.

Signature & Title _____ Date _____.

ANTI-DISCRIMINATION CLAUSE
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the Vendor agrees:
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
 - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
 - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
 - d. That this contract may be canceled or terminated by The School District of Haverford Township, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this BID. According to the Pennsylvania Anti-bid Rigging Act. 73 P.S. 1611 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids or RFP's.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Vendor who makes the final decision on prices and the amounts quoted in the BID.
3. Bid/BID rigging and other efforts to restraint competition, and the making of false sworn statements in connection with the submission of bids or RFP's 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 Vendor with responsibilities for the preparation, approval, or submissions 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 RFP" as used in the Affidavit has the meaning commonly associated with that term in the bidding/RFP process, and includes the knowing submission of bids/RFP's higher than the bid/RFP of another Vendor, any intentionally high or noncompetitive bid/RFP, and any other form of bid/RFP 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/RFP.

NON-COLLUSION AFFIDAVIT

BID No. LPG Services, Storage Tank & Delivery

State of _____

County of _____

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

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers- I am the person responsible in my company for the price(s) and the amount of this Request For Bids (RFB).

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 Vendor.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other Vendor, and they will not be disclosed before the bid submission to The School District of Haverford Township..

(3) No attempt has been made or will be made to induce any Vendor or person to refrain from submitting a bid to The School District of Haverford Township, 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 company is made in good faith and not pursuant to any agreement or discussion with or inducement from, any Vendor or person to submit a complementary or other noncompetitive bid.

(5) _____ (Name of my Company), 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 submitting an bid to any public entity, except as follows:

I state that _____ (Name of my Company) understands and acknowledges that the above representations are material and important, and will be relied on by The School District of Haverford Township when recommending for award the agreement 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 from The School District of Haverford Township of the true facts relating to the submission of BID's for this agreement.

Signature of Authorized Person

(Print Name of Authorized Person and Company Position)

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

(Notary Public)

(My Commission Expires)