



**Ocean Springs School District
Invitation to Submit RFQ-F for Reverse Auction**

To Supply Propane Gas

The Ocean Springs Board of Education invites you to participate in an RFQ-F Request for Qualifications, by submitting a proposal for providing propane gas to the Ocean Springs School District. This will be a reverse auction bidding process. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centralclearinghouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centrauctionhouse.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	3/26/2019
First Publication of the Bid Notice by the Newspaper	3/27/2019
Second Publication of the Bid Notice by the Newspaper	4/3/2019
Last Day to submit questions	4/9/2019
Bidder Specification Response Form Return Deadline	4/12/2019, 2:00 PM CDT
Email to Qualified Bidders	4/15/2019
Reverse Auction Start	5/2/2019, 10:00 AM CDT
Recommendation to the BOT	5/14/2019

Purpose and Specifications

The purpose for this RFQ is to supply propane fuel to the 6,000 gallon tank located at the Ocean Springs School District Middle School located in Ocean Springs, MS. Currently the District is purchasing approximately 30,000 gallons of propane fuel per year, specifications as follows:

1. All LP Gas shall be HD-5 Propane
2. LP Gas Storage Tank to be provided and maintained by the bidder. Including the cost of installation or removal of existing equipment. It is required that the underground tank size be 6,000 gallons, at a minimum.
3. Gas shall be delivered in quantities and at times to assure adequate supply of LP Gas. Bidder must be prepared to make emergency deliveries.
4. Gas deliveries are FOB destination (at bidder's cost) and include any taxes.
5. All deliveries to the bulk storage tank shall be in accordance with all federal, state, and local laws, and ordinances. Specific reference is made but not limited to National Fire Protection Association, Pamphlet 58, and Liquefied Petroleum Gas Safety Rules and Regulations published by the State of Mississippi.

6. Prices quoted below are effective for a period beginning July 1, 2019 and ending June 30, 2022
7. Vendor understands that the reverse auction pricing will be based on cost plus markup and the submitted pricing during the reverse auction will be the mark up only.

Instructions to Suppliers

- RFQ's are due and will be opened at 2:00 PM CST, Tuesday, April 12, 2019 in the Business Office of the of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. RFQ's may also be submitted electronically at www.centrauctionhouse.com. RFQ's are to be submitted in sealed envelopes, clearly marked: **RFQ-F-Propane Gas SY20-22**.
- Reverse Auction will take place beginning May 2, 2019, 10:00 AM CDT
- The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bids to remain firm for thirty days.
- The Ocean Springs School District may terminate the contract, in whole or in part, in the event funding is either in proration or otherwise no longer available.
- Any questions should be emailed to the CFO, Mary Gill, mgill@ossdms.org and Purchasing, Amy Armata, aarmata@ossdms.org. Answers to questions will be posted as memos on the following websites: www.ossdms.org and www.centrauctionhouse.com.
- Ocean Springs School District is exempt from Mississippi sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by the District.
- Any licenses or permits that may be required to supply this product and any equipment anticipated by this request for proposals shall be obtained by and at the expense of the service provider. Evidence of any required licenses or permits shall be provided to the School District upon request. Any fines or penalties levied by any governmental entity for conduct by the service provider in connection with the work contemplated by this request for bids shall be paid for by the service provider.

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts,

or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

It is understood that the Board reserves the right to reject any and all bids and to waive informalities. It is also understood that the Board reserves the right to accept the lowest and best bid. The Ocean Springs School District reserves the right to extend the Bid up to 60 days if necessary.

_____ Signature	_____ Company
_____ Name (Typed/Printed) and Title	_____ Street or P.O. Box
_____ Telephone Number	_____ City, State and Zip Code
_____ Email Address	_____ Date

References: #1

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

References: #2

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	