



**2300 Government Street**  
**Ocean Springs, MS 39564**  
**Phone: (228) 875-8239**  
[www.ossdms.org](http://www.ossdms.org) - [f](#) [t](#) [i](#) [d](#) @OSSDGREYHOUNDS

**Ocean Springs School District**  
**Invitation to Submit RFQ-No Price Reverse Auction**  
**Propane Tank and Gas Delivery**

The Ocean Springs Board of Education invites you to participate in an RFQ- Request for Qualifications, by submitting a proposal Propane Gas Delivery 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](http://www.ossdms.org) or [www.centrauctionhouse.com](http://www.centrauctionhouse.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](http://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	4/18/2022
First Publication of the Bid Notice by the Newspaper	4/24/2022
Second Publication of the Bid Notice by the Newspaper	5/1/2022
Last Day to submit questions	5/6/2022, 10:00 AM
Bidder Specification Response Form Return Deadline	5/11/2022, 2:00 PM CDT
Email to Qualified Bidders	5/17/2022
Reverse Auction Start	5/24/2022, 10:00 AM CDT
Recommendation to the BOT	6/14/2022

**Purpose:**

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:**

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, if required. 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. Deliveries are FOB destination (at bidder's cost) and include any taxes, if applicable.

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. Tank or tank area (underground tanks) must have decals and signage as required by State and Federal laws.
7. At the beginning of the Contract, a State Inspection of all tanks shall be provided by the awarded vendor. Copies of the System Check Forms shall be provided to the OSSD. It is the responsibility of the Vendor to perform any necessary repairs to the tanks or equipment.
8. An OSSD employee must be present while contractor is servicing tank and shall acknowledge and verify each delivery ticket. The hard copy of the delivery ticket shall be signed by the OSSD employee and left in the school office. If Contractor uses an automated signature machine, a signature and the printed name of the OSSD employee shall be required on the ticket that is left at the school.
9. Prices quoted below are effective for a period beginning July 1, 2022 and ending June 30, 2026.
10. Vendor to provide a Certificate of Insurance naming the OSSD as an additionally insured in the following limits:
  - a. Commercial General Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate;
  - b. Commercial Automobile Liability - Combined Single Limit in amount of \$1,000,000.00;
  - c. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Limits: Statutory - State of Mississippi Policy shall include in favor of Ocean Springs School District with a waiver of subrogation; Employers' Liability.
11. 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 OSSD 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.
12. Vendor understands that the reverse auction pricing will be based on a cost-plus markup and the price being submitted during the reverse auction will be the mark up only, FOB, no taxes included.

## Instructions to Suppliers

- RFQ's are due and will be opened at 2:00 PM CST, May 11, 2022 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](http://www.centrauctionhouse.com). RFQ's are to be submitted in sealed envelopes, clearly marked: **RFQ-NO PRICE Reverse Auction Propane Tank and Gas Delivery Services SY23-26**.
- Reverse Auction will take place beginning May 24, 2022, 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 through the contract period.
- 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](mailto:mgill@ossdms.org) and Purchasing, Amy Armata, [aarmata@ossdms.org](mailto:aarmata@ossdms.org). Answers to questions will be posted as memos on the following websites: [www.ossdms.org](http://www.ossdms.org) and [www.centrauctionhouse.com](http://www.centrauctionhouse.com).
- Ocean Springs School District is exempt from Mississippi sales tax and most Federal taxes. Tax exempt certificates will be provided if requested.

**Ocean Springs School District Board Policy**  
**Policy FGDB: Project Administration Contract Awards Procedure**

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been having been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited

ADOPTED: 01/13/2009

Ocean Springs School District Date Adopted: 1/13/2009

FGDB—E(1)

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of \_\_\_\_\_ ("Contractor"), currently under contract with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit B.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: \_\_\_\_\_

Contractor By: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
My Commission Expires:

## 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 sheet/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 indemnitees") 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.

**23. Disbarment:** Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

**24. Federal Funds:** This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

**25. SAM.gov Document:** Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

**26. Bid Protesting Policy:** See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.



## Ocean Springs School District Propane Services Proposal-Assurances

Please initial each item listed below. If an item is not initialed, it will be noted that the Vendor does not accept the item. These items will be considered as part of the proposal package.

- \_\_\_\_\_ 1. Vendor acknowledges receipt of OSSD policy FGDB and FGDB-E1 and agrees to complete and submit FGDB-E1 form on their employees if awarded the contract.
- \_\_\_\_\_ 2. Vendor agrees and abides by Terms and Conditions set forth in this Bid specification packet.
- \_\_\_\_\_ 3. Vendor has checked the Central Bidding website and OSSD website for addenda and receipt of such, if applicable.

### References: #1

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

### References: #2

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

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.

### Bid Response Form

Bid Submitted By: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_