

Ladies and Gentlemen:

The Bibb County School District takes this opportunity to announce that we are requesting bids Propane Bid for FY 2018-2019. All bids should be delivered to the Bibb County School District Procurement Office, 4580 Cavalier Drive, Macon GA 31204, or you may submit them online via vendor registry if you desire, before the deadline.

Bids will be accepted prior to February 23rd, 2017 11:00 AM (EST) at which time they will reviewed by the Procurement Office and Procurement Director.

This bid is for the Fiscal Year of 2018 - 2019; one year with the option of renewal for the next three (3) years.

All bids will be evaluated as described in the attached document time is of the essence and any bids received after the announced time and date for submittal whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department.

We have included a Bid File, price proposal form, and other documents to ensure we are up to date with all required information.

If you have any questions concerning this bid, please submit them in writing to Elaine M. Wilson, **elaine.wilson@bcsdk12.net**. In addition, all communication relating to this bid solicitation, either before or after the bid opens, must be coordinated through the Purchasing Department. Your interest and participation in submitting a bid will be appreciated.

Elaine M. Wilson Procurement Director



TENTATIVE TIMELINE

RFQ NUMBER: BID NUMBER: RFQ 17-19 Propane Re-Bid

RFQ QUESTION DEADLINE: 02/13/2017

RFQ DUE DATE: 02/23/2017 Due 11 AM, EST LOCATION AND TIME DUE: PROCUREMENT OFFICE,

4580 Cavalier Drive, Macon GA 31204

PRESENTED TO THE BOARD: Unavailable at this time



A. Background:

The Bibb County School District has over 25,000 students along with 61 sites. We are currently seeking a qualified contractor to Propane Fuel Services.

The Bibb County Board of Education is seeking qualified bids for a professional, comprehensive, turnkey refueling system involving installation of the necessary refueling infrastructure for propane-powered buses. The provision of a continuous, quality propane supply, twenty-four hour maintenance services for the entire system, and in-depth, classroom based training for its employees.

The Bibb County School District currently operates 58 propane school buses. The District has placed an order 4 more propane buses with plans to order more in the future. The District purchased 152,473 gallons of propane fuel in FY15 and 214,557 gallons of propane in FY16.

The qualified contractor will retain ownership of all infrastructure supplied to the Board of Education and will maintain and update the system as needed to meet the needs of the Board of Education and all applicable local, state and federal codes, laws and requirements. The pumping station will be located at 2448 Roff Avenue, Macon, Georgia 31204; however we will also have plans in the near future to have a second location in conjunction to the 2448 location. Therefore, pricing should include the BOTH locations for service.

We are anticipating a second location in the near future, and this solicitation will serve as an extension of the same services as deemed necessary by the District Transportation Executive Director.

B. Invitation:

The procurement office, on behalf of the Bibb County School District would like to extend a formal offer to all-qualified contractors according to the specifications indicated within this RFQ. Please review carefully all sections of the RFQ, including the Optional Pre Bid Meeting, along with the Closing Date and Time. All questions pertaining to this RFQ should be emailed to the Procurement Director, Elaine M. Wilson, elaine.wilson@bcsdk12.net; Please make sure that you put the Bid Number in the subject (17-19). All questions and answers will be posted under the purchasing menu, located on the Bibb County Board of Education webpage, as well as the GPR within seven (7) days of the closing date on this RFQ.

C. Specifications:

The Bibb County School District, is accepting **RFQ 17-19** documentation from potential contractors in accordance to the need of supplying a full bid package with all specified forms, and bid proposal tabulation sheet.

Scope of Work:

- The qualified contractor shall install a minimum 18,000 gallon above-ground propane refueling facility with pump and dispenser at 2448 Roff Avenue, Macon, Georgia 31204 to accommodate refueling of propane buses.
- 2) The qualified contractor shall supply safety training on the proper handling of propane and the refueling of vehicles to Bibb County School System personnel.



- 3) The qualified contractor will assist and advise the district during the installation of a propane filling station(s) to ensure that all required safety measures and state, federal and local compliance regulations are satisfied.
- 4) The above on-site propane refueling equipment must be capable of connecting to and communicating with existing fuel management system(s) and must be temperature compensated.
- 5) The qualified contractor must be able to provide emergency service within 24 hours of notice by the Bibb County School System for above propane dispensing equipment.
- 6) The qualified contractor must be able to provide emergency refueling of vehicles in the event of a break down or loss of power for an extended period at the on-site re-fueling location. This could be accomplished by fueling vehicles directly from a fuel truck or through other means of providing temporary emergency fueling of the vehicles.
- 7) The qualified contractor must be a member of an agency/network of fuel suppliers that can arrange and deliver on-site fuel, should a vehicle be in an area that has no accessible propane stations.
- 8) The qualified contractor will be responsible for all technical and professional services required to obtain and to maintain compliant on-site refueling equipment including: site survey(s), drawings, permit applications, inspections, certifications and equipment.
- 9) The contractor will ensure that the refueling equipment offered remains in good working order and shall be and remain in compliance with all Federal, State, and local codes (including NFPA #58).
- 10) The qualified contractor must provide propane refueling equipment that dispenses propane at a minimum rate of 8 gallons per minute.
- 11) The terms of all submitted proposals will apply for a minimum of 24 months and a maximum of 60 months.
- 12) The qualified vendor will provided the school district with: An estimated cost per gallon and a list of any and all additional fees or cost incurred from the use of pumping equipment, delivery, etc. Any applicable fees or cost should be maintained for a minimum period of 60 months. The qualified contractor agrees to use the Dixie Pipeline Terminal (Milner, Ga.) Average as a base price.



We are requesting TWO bid packages for submission, as well as one electronic file (USB) with ALL documents within the proposal.

E. Evaluation:

The contract, if awarded, will be awarded to the responsible bidder. Product quality, service issues and other factors stipulated above must be met to the satisfaction of the Board for a bid to be considered responsive. Moreover, the Board will award the contract to the next most qualified bidder. Consequently, if the selected bidder is unable to execute a contract and provide delivery within the time parameters specified in this RFQ.

F. INTERPRETATION/ADDENDA:

If any questions should arise pertaining to the RFQ Documents, the bidders may email the Director of Procurement, Elaine M. Wilson, <u>Elaine.Wilson@bcsdk12.net</u>; please include the RFQ number in the Subject line, in order to guarantee a response to the question submitted. The questions should be received prior to the deadline within the TENTATIVE TIMELINE.

G. ADDITIONAL INFORMATION:

We have provided documentation to be reviewed for these appraisals we asked that if you have any other questions, or concerns. Please mail the Procurement Office, utilizing the email procurement@bcsdk12.net; please make sure you put your bid number in the subject line, and your questions will be addressed in a timely manner. We will stop taking all questions for this RFQ on March 31, 2014.

H. "Responsive" Bidder Criteria

- Capability of providing report as indicated
- Warranties /Guarantees
- Ability to meet specifications/bid documents as indicated.
- Service and Support Capability
- Documented licensed as required by the State of Georgia
- Applicable Bond Information as needed
- Responsible Award Amount for the Bibb County School District

I. Cancellation/Default of Contract

In the event the successful bidder, through any cause, should fail to fulfill the agreed upon obligations in an effective and timely manner, the Board shall have the right to terminate its contract by specifying the date of termination in a written notice to the selected vendor at least thirty (30) days before that termination date. The Board also reserves the right to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess cost incurred.

J. Indemnity Provisions

Where bidder is required to enter or go onto property to provide services or gather information, the bidder shall be liable for any injury (including death), damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to visit Board property and shall indemnify and hold harmless the Board, its officers, employees, agents and volunteers from any liability arising offerors should not include an indemnity or hold harmless agreement from the Board in any proposal. The Board will not be bound by any such agreement. Board Policy provides in part: No contract, provision, agreement or term of any procurement, contract or agreement with the Board shall obligate the Board or System to indemnify, save or hold harmless any vendor for any future claim, loss, expense or liability.



K. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to conditions, requirements, and specifications before submitting bid proposals. Failure to do so will be at the bidder's own risk. The bidder may withdraw a bid prior to the bid opening date and time by requesting to do so in writing.

L. Standards of Acceptance of Bid Proposal for Contract Award

The Board reserve the right to reject any and all bids and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the Board. The Board has the right to disqualify a bid of any bidder as being unresponsive when such bidder cannot document its ability to deliver requested services or when investigation shows it is not in a position to perform the contract.

M. Compliance with Laws

The bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by Federal, State, or County statutes, ordinances and rules during the performance of any contract between the Board and the bidder. Any such requirement specifically set forth in any contract document between the bidder and the Board shall be supplementary to this section and not in substitution thereof.

All bids shall be:

- Typewritten and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
- Submitted in the provided manila envelope, which is plainly marked with the bid number and title, and date and time of bid opening. If proposal materials require additional envelopes, then the proposal package must be combined together with the special envelope on top.
- Submitted on bid proposal forms as included in this RFQ and in accordance with instructions stated above.
- Mailed or delivered in sufficient time to ensure receipt by the Purchasing Director prior to the Public Bid
 Opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk
 for having the bid deposited on
- Time and at the place specified on the first page of this RFQ. Late bids will be marked late, and implemented in the bid file, with the time of receipt.
- Bids submitted by facsimile transmission will not be accepted.
- Considered an irrevocable offer for a period of sixty (60) days from the date of public bid opening.



BCSD NONDISCRIMINATION

The contractor, by the submission of a proposal or the acceptance of a contract, does agree that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take appropriate action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation and training. In the event of the contractor's noncompliance with the nondiscrimination policy of the BCSD, any contract or purchase order may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible to transact further.

UTILIZATION OF MINORITY AND SMALL BUSINESS ENTERPRISES AND LOCAL AND MINORITY LABORERS

Minority and Small Business Subcontractors. The Owner has adopted a policy indicating its desire to increase the opportunity for participation by minority business enterprises and small business concerns in all its construction projects. The Contractor acknowledges this policy and agrees that it will actively solicit and encourage bids from qualified subcontractors identified by the Minority Assistance Corporation or other agencies as minority business enterprises. The Contractor shall also actively encourage and solicit bids from subcontractors who qualify as small business concerns.

Utilization of Minority and Local Labor. It is the policy of the Owner that the contractor and all subcontractors shall, consistent with efficient contract performance, utilize to the maximum extent possible minority and local laborers and mechanics as on-site employees. The Contractor acknowledges this policy and agrees that the on-site labor force of contractors and all subcontractors shall include a meaningful representation of skilled and unskilled local and minority laborers and mechanics, consistent with the efficient performance of this contract. Meaningful representation for minorities means the employment of minority laborers and mechanics in at least the same proportion that minorities are represented in a discrete construction skill or craft in Bibb County and all adjacent counties, provided such individuals are available at the time of need. Meaningful representation of local laborers and mechanics means that at least 75% of the on-site work force of contractor and all subcontractors, taken as a whole, shall reside in the Bibb County and surrounding counties, provided such individuals are available at the time of need.

DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

CERTIFICATION OF NONCOLLUSION

By submitting a proposal the Offeror certifies: "that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."



IMMIGRATION REFORM AND CONTROL ACT

Offerors must abide by all federally mandated laws enforced by United States Department of Homeland Security which are established to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.

SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of BCSD for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

RIGHTS AND REMEDIES

The rights and remedies of BCSD provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

INSURANCE

When the selected contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

Worker's Compensation and Employer's Liability Insurance

The contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation Limits: Statutory

Employer's Liability Limits:

Bodily Injury by Accident \$ 100,000 each accident Bodily Injury by Disease \$ 100,000 each employee Bodily Injury by Disease \$ 100,000 policy limit

Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement. The Waiver of Our Right to Recover from Others Endorsement, ISO Form SC 00 03 13 shall be attached to the policy showing the Owner listed in the Schedule.

Commercial General and Umbrella Liability Insurance

The Contractor shall procure and shall maintain commercial general liability (CGL) and if necessary, commercial umbrella insurance with a limit of not less than \$250,000 each occurrence, as shall protect him and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

(1) Comprehensive Form



- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

***Bidders shall provide two (2) copies of submitted bid proposals containing all pertinent documentation. The Board assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the bid proposal. Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid proposal constitutes an offer and may not be withdrawn except as provided herein. ***

Complete Vendor Package Consist of the following Documents:

- Bid Tabulation Form Appendix A
- Contractor Affidavit (E-Verify Information) Appendix C
- Debarment Certification_ Appendix D
- Vendor Registration Form _Appendix E



BID TABULATION PAGE

Bid Form and Acknowledgement

| BIBB COUNTY SCHOOL DISTRICT BID FORM/PRICE PER SITE | | | | |
|---|--|--|--|--|
| 1. | Total Contractual Dollar Amount For Entire Project: Please include | | | |
| | pricing for both locations for future growth. | | | |
| | Additional Fees If Applicable: | | | |
| | | | | |
| | | | | |



OFFEROR AFFIRMATION FORM:

| Company Na | me: | | | | | |
|--|---|---|---|--------------------------|---|--|
| RFQ Name: | | | | | | |
| RFQ Number | : | | | | | |
| | | | ocument in its entirety, ts in accordance with s | | and any addendum(s) issued, the | |
| For Consider | ation of this prop | osal, the undersi | gned hereby affirms th | at: | | |
| 1. | He/She is a dul | y authorized offi | icial of the offeror. | | | |
| NO changes were made to the original | | | original RFQ documen | t, | | |
| 3. | 3. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document. | | | | | |
| 4. | The offeror wil | l accept any awa | ards made to it as a resi | ult of the proposal su | bmitted here in for a minimum of one | |
| | hundred and tw | venty (120) days | following the date of s | submission. | | |
| 5. | The offeror wil | l accept the term | as and conditions set for | orth in the contract ter | mplate attached here to. | |
| A contract shi give effect in Nondiscrimin have not discr any person or disability. | all respects acconation in Employ riminated in the or persons on acco | I which will set for rding to the laws ment: We, the su employment, in a | s of the State of Georgi applier of goods, mater any way, against any p | a. ials, equipment and s | act shall be interpreted, constructed, and services covered by this bid or contract, efused to continue the employment of l status, sexual orientation, age, or | |
| Respectfully | Submitted, | | | | | |
| Company Na | me | | | | | |
| Authorized O | official Name | | | Signature | | |
| Title: | | | Date: | | · | |
| E-mail Addre | ess: | | | | | |
| The legal nan | ne of the bidder i | s: | | | | |

PLEASE PRINT OR TYPE RESPONSE



Non-Collusion Affidavit

(Form must be completed and returned with bid.)

| I stat | e that I am | of |
|--------|--|---|
| | Title | Name of Company |
| offic | | fidavit on behalf of my firm, and its owners, directors, and my firm for the price(s) and the amount of this bid and I state |
| I stat | e that: | |
| c a | communication or agreement with a | have been arrived at independently and without consultation, my other contractor, bidder, or potential bidder; neither the sed nor will they be disclosed before bid opening to any other |
| t | | nade to induce any firm or person to refrain from bidding on ther than this bid, or to submit any intentionally high or complimentary bid. |
| | | , its affiliates, subsidiaries, officers, |
| | Name of Company | |
| in the | e last three years been convicted or f | under investigation by any government agency and have not ound liable for any act prohibited by State or Federal law in collusion with respect to bidding on any public contract. |
| frauc | • | t any misstatement in this affidavit is and shall be treated as County Board of Education of the true facts relating to |
| | Name/Date | Title or Position |
| | | Signature |



OFFEROR'S CHECKLIST

| PR | OPOSAL NO.: | | |
|----|---|---|--|
| | All copies as indicated in this RFQ The proposal has been signed by an authorized principal or authorized official of the firm. No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive. We are prepared to provide the insurance required in this solicitation. Cleared of All Debarment (State and Federal) All forms | | |
| | E-verify Affidavit | COMPANY NAME | |
| | | TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST | |
| | | SIGNATURE OF PERSON COMPLETING CHECKLIST | |
| | | DATE | |
| | | COMPANY FEDERAL ID NUMBER | |
| | | COMPANY E-MAIL ADDRESS | |

READ AND COMPLETE THIS CHECKLIST $\underline{\textbf{BEFORE}}$ SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL



Certificate Regarding Debarment, Suspension, Ineligibility

(Form must be completed and returned with bid.)

The Bibb County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

| Organization Name | | |
|------------------------------------|---------------------|--|
| | | |
| | | |
| Name(s) and Title(s) of Authorized | d Representative(s) | |
| | | |
| | | |
| Signature(s) | Date | |