

Teton County School District No. 401
P.O. Box 775
Driggs, Idaho 83422

Request for Proposal for LP Gas Services

Notice is hereby given the Teton County School District No. 401 (“TSD”), will be accepting competitive sealed proposals from qualified companies to supply and deliver LP gas services to properties owned and/operated by TSD. Proposals should include tank rental and tank purchase pricing. Proposals will be received until December 8th, 2017 at 4:00 ~~A.M.~~/P.M, at the TSD Administration Office, located at 445 North Main, Driggs, Idaho, 83422, and shall be opened after that time. Proposals received after 1:00 P.M. will not be considered. Submittal information can be obtained online at the TSD website or in the TSD Administration Office.

Teton School District

Re: LP Gas Services

P.O. Box 775

445 North Main

Driggs, Idaho 83422

Scope of Work

Scope of work includes providing an uninterruptible supply of LP gas to locations listed in the Request for Proposal (RFP) LP Gas Supply specifications, Exhibit “A” attached hereto.

Reservation of Rights: TSD intends to award this contract based upon the proposal that best serves the interest of TSD. TSD reserves the right to reject any or all proposals and waive all minor technicalities, informalities and irregularities. TSD reserves the right to accept the proposal, which in the judgment of TSD, is in its best interest.

If you have any questions concerning this request of the submission of this proposal, you may contact Monte Wolstenhulme at (208) 228-5923.

Objective

TSD currently has ____ locations (listed in Exhibit “A” of this RFP) which require the use of LP gas to provide heat to these facilities in some cases.

General Information

Alternate No. 1: Your company’s proposal should include the price for renting propane tanks and terms and conditions under which you are willing to provide an uninterruptible supply of LP gas to the locations listed in Exhibit “A” of this RFP. The proposal should consist of two components, *i*) a per gallon price proposal for propane which includes tank rental, and *ii*) a price for propane only, all delivered FOB to such specified locations and based upon the specifications set forth in Exhibit B attached hereto. TSD anticipates that, based on its review and evaluation of proposals received pursuant to this RFP, it will execute a negotiated Contract pursuant to which successful bidder will render the services to TSD, in accordance with the terms and conditions set forth in the Contract. Such Contract shall be consistent with the terms of this RFP. Services not included in the quoted prices should be separately identified. TSD reserves the right at its sole option to select either of such components.

Alternate No. 2: A proposal to supply ____ propane tanks only, meeting the specifications set forth in Exhibit “B” attached hereto such that TSD may purchase such tanks in any quantity on a per unit basis at any time during the term of the Agreement, at the specified price, provided TSD gives you at least fifteen (15) days notice in writing in advance of the date delivery of such tanks is required.

TSD reserves the right to select either or both of Alternate Nos. 1, or 2 based upon its determination of what best serves the District’s interests, and regardless of whether or not the aggregate costs of the alternate submitted may or may not be the lowest aggregate cost. In the event TSD selects Alternate No. 2 only, TSD shall have no obligation to purchase LP Gas from the supplier of such tanks.

Codes & Regulations

Proposer must comply with all applicable State and Federal Laws. The proposer must have a current license for the State of Idaho and is expected to perform all work and provide service with competent personnel. All work is to be performed per current code, law, regulation, manufacture, and trade standards. Proposer shall comply with all the required codes for safety, state and local building codes. In the case of conflicting codes, the more stringent shall be the rule to follow.

Term of Contract

Alternate No. 1: In the event the District awards the bid for Alternate No. 1 to you, the District agrees to purchase LP Gas from you at the specified price and you agree to provide the LP Gas at such price for a term of one year from the date the bid is awarded. Payment for such gas shall be due and payable in full within thirty (30) days after delivery of an invoice to TSD specifying the amount of LP Gas delivered, the location therefore and the quantity of LP Gas delivered.

Alternate No. 2: In the event you are awarded the bid for Alternate No. 2, TSD agrees to purchase all propane tanks required TSD for a period of one year from the date the bid is awarded and you agree to supply such propane tanks at the specified unit cost. TSD makes no commitment or representation regarding the number of propane tanks that may or may not be purchased. All tanks shall be delivered by you FOB at the TSD Administrative Offices in Driggs, Idaho. Payment for such tanks shall be due and payable in full within thirty (30) days after delivery of an invoice to TSD specifying the number, location and description of the tanks delivered.

Proposal Format

Each proposal must include a cover letter which sets forth the name, address, and telephone number of the company and the contact person to whom all communications should be directed. The proposal must also be signed by the person or persons authorized to represent the proposer. The proposal shall be submitted in the following format and include the following information.

Alternate No. 1: Per gallon price for LP Gas delivered FOB at the locations specified in Exhibit “A” attached hereto, based upon the two components set forth above.

Alternate No. 2: Per unit price for tanks delivered FOB at the locations specified in Exhibit “A” attached hereto.

Prior to the final selection, proposers may be required to submit additional information that TSD deems necessary to further evaluate the proposer’s qualifications.

Copies

An original proposal and supporting documents must be submitted in response to the RFP.

Basis of Award

Proposals will be evaluated according to the following criteria:

Proposer’s qualifications/experience

Proposer’s customer and industry references/TSD’s past experience with proposers

Proposer’s ability to provide services

Proposed cost/fee(s)

Terms of Proposer’s proposed Contract

Right to Reject Lowest Fee Proposal

TSD is under no obligation to award this project to the proposer offering the lowest aggregate price. Evaluation criteria included in this document will be used in evaluating the proposals and is

provided solely for the proposer's assistance in formulating a proposal. TSD assumes no obligation to weight or rank such criteria.

Right of Negotiation

TSD reserves the right to negotiate with the lowest and/or best proposer after proposal opening and establishment of the lowest and/or best proposal, before the contract is awarded and/or after contract award. TSD reserves the right to negotiate the exact terms and conditions of the contract with the selected proposer. Negotiations will not be made to increase the initial contract price quoted.

Rights to Submitted Materials

All responses, inquires and correspondence in reference to this RFP submitted by proposers shall become property of TSD when received.

Invoicing /Payment

The amount due shall be paid within thirty (30) days of receipt of a correct invoice including summary spreadsheet. Monthly invoices should include the monthly cost per gallon and a total monthly cost along with other information in the preferred format the TSD desires. Vendor will not assess late fees or service charges unless the TSD has approved in writing.

Invoices should be submitted to:

TSD Administration
Attn: Accounts Payable
P.O. Box 775
Driggs, Idaho 83422

Insurance Coverage

Vendor must have insurance in accordance with State, Federal and Local Laws. Prior to commencing work or services under this contract, the Vendor must furnish TSD with Certificates of Insurance as evidence that policies provide the required coverage.

Governing Law

The laws of the State of Idaho shall govern the contractual agreement with the proposer awarded the contract.

Hold Harmless

TSD will be held harmless of any liability resulting in the use of this service which is located on private property.

Non-Discrimination Policy

It is the policy of TSD not to discriminate based on race, gender, age, or national origin. TSD encourages the consideration of DBE's (Disadvantaged Business Enterprises).

Assignment

No right or interest in the contract shall be assigned by the vendor without the written permission of TSD. No delegation of any obligation owed or of the performance of any obligation vendor shall be made without the written permission of TSD. Any attempted assignment or delegation shall wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

All proposals submitted become property of TSD.

Delivery of Proposal

Proposals may be mailed by United States Mail addressed to the TSD Administrative Office at the address set forth above or physically delivered to such Office. Alternatively, proposals may be emailed to the following email address: Monte Woolstenhulme <mrw@tsd401.org>

Proposal for LP Gas Service

All blanks on the Proposal Form must be filled in. The completed form shall be without interlineations, alteration or erasure. Failure to submit a bid in the form requested may render the proposal irregular and may be considered sufficient cause for rejection.

Having carefully examined the specifications for supplying LP gas services to locations listed in Exhibit "A" of this RFP, the undersigned proposes to furnish all services, equipment, materials and labor set forth in this Proposal FOB the locations set forth in Exhibit B attached hereto for the sums as indicated below:

Alternate No. 1

Contract Price per Gallon (Propane plus tank rental): _____

Contract Price per Gallon (Propane only): _____

Additional Costs (if any) not included in the above: _____
(Attach additional sheets if necessary to explain such excluded costs)

Alternate No. 2

Unit Price Per Tank: _____

Award of the contract shall be made by TSD or other authorized representative and the successful proposer will be notified in writing by letter, fax, or email.

Sign below in ink in the space provided. Unsigned proposals will be considered incomplete and will be subject to rejection.

It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposer's acceptance of the terms and conditions of the specifications and provisions set forth above, and if awarded this bid, proposer will perform in accordance with this proposal.

PROPOSAL SUBMITTED BY:

Company Name: _____

Address: _____

City and State: _____

Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Name of contact person: _____

Execution of Proposal

Sign, date and return this page along with a draft Contract under which Proposer will provide the materials and services proposed.

Signing this document thereby binds the contractor to all items included in the proposal package. The proposal, amendments, attachments and specifications shall become a part of the Contract once the Contract is signed by both parties.

Approved by Authorized Representative of Contractor

Company: _____ Name: _____
Address: _____
City, _____ State, _____ Zip Code: _____
Authorized Signature: _____
Printed Signature: _____
Printed Title of Signer: _____
Date of Signature: _____

EXHIBIT A
(Locations)

EXHIBIT B
(Tank Size and Specifications)