

**REQUEST FOR PROPOSAL
NEWTOWN PUBLIC SCHOOLS
PROPANE FUEL & RELATED AUTOGAS DISPENSING EQUIPMENT FOR BUSES**

**REQUEST FOR PROPOSALS
NEWTOWN PUBLICSCHOOLS**

Sealed Proposals for PROPANE FUEL & AUTOGAS DISPENSING EQUIPMENT will be received by the Newtown Public Schools, at the office of the Purchasing Director, 3 Primrose Street, Newtown, CT 06470 until 2:00 p.m. on Friday, May 10, 2019 and at that time and place will be publicly opened and read aloud. No bids will be received after 2:00 p.m. on the day the bids are to be opened.

The Work consists of: Delivery and supply of bulk PROPANE FUEL.

Proposals must be enclosed in a sealed envelope and plainly marked with the name of the Project Title ("**PROPANE FUEL**") and shall contain the name and address of the Bidder on the envelope.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, Newtown Public Schools reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

Contact Rick Spreyer, Purchasing Agent (203) 270-6131, for further information.

END OF SECTION

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SECTION 1

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, Newtown Public Schools will consider the qualifications of only those Bidders who's Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither Newtown Public Schools nor it's representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 Newtown Public Schools and it's representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to Newtown Board of Education via email to Rick Spreyer at rick.spreyer@newtown-ct.gov no later than Thursday, May 2, 2019 by 1:00 p.m. Answers to questions will be sent back to all bidders by Wednesday, May 8, 2019.
- 4.2 Only information issued by such Newtown Public Schools written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

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- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by Newtown Public Schools.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 Not Applicable.

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 3 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to Newtown Public Schools. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void.
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original paper copy to be supplied by the bidder. Any bidder who fails to supply the required number of paper copies of the bid may be disqualified. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 Newtown Public Schools, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rick Spreyer, Purchasing Agent, prior to the stated time and at the place of the Bid Opening. Newtown Public Schools is not responsible for Bids delayed by mail and/or delivery services of any nature.

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ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that A Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by Newtown Public Schools for the opening of Bids.
- 8.2 A Bid may be withdrawn, in writing, by the Bidder prior to the scheduled time (or Newtown Public Schools authorized postponement thereof) for the opening of Bids.
- 8.3 Any Bid received after the time and date specified as the time for the Newtown Public Schools' opening of Bids shall not be considered. Once bids are opened by Newtown Public Schools, no Bidder may withdraw its Bid for a period of sixty (60) days, excluding Saturdays, Sundays and legal holidays, after the actual date of the Newtown Public Schools 's opening of the Bids.
- 8.4 A Bid Bond in the form of a \$5,000 cashier's check must accompany the sealed bid. This check will be returned once all terms of the bid have been met, and a contract has been signed. Newtown Public Schools reserves the right to retain the check should the original terms of the awarded bid not be executed.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by Newtown Public Schools.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, Newtown Public Schools reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in Newtown Public Schools' best interest to do so. Newtown Public Schools reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 Newtown Public Schools reserves the right to reject the Bid of any Bidder that Newtown Public Schools' considers not to possess the qualifications necessary to complete this work.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD

- 10.1 If a purchase order(s) is to be issued, it will be issued within sixty (60) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, Newtown Public Schools will give the Lowest Responsible Bidder

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a Notice of Award within sixty (60) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder, multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days {as needed}, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to Newtown Public Schools. Thereafter, upon all required reviews, approvals, and Newtown Public Schools signature, the Newtown Public Schools will deliver one fully signed copy of the contract to CONTRACTOR. The Newtown Public Schools shall incur no obligations, contractual or otherwise, unless and until the Newtown Public Schools signs a contract, delivers a signed copy of the contract to the CONTRACTOR, and Newtown Public Schools delivers to the CONTRACTOR a Newtown Public Schools written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1 The Contractor shall not commence Work until all insurance required in Newtown Public Schools' contract has been obtained by the Contractor and such insurance has been reviewed and approved in writing by Newtown Public Schools. Insurance shall be provided by insurers satisfactory to Newtown Public Schools and authorized to do business in the State of Connecticut, and with an "A-" Best's Rating or better and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

At no additional cost to Newtown Public Schools beyond the Bidder's Total Bid Price, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect Newtown Public Schools from claims which may arise out of or result from the Contractor's obligation under Newtown Public Schools' contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

The Contractor's General, Automobile and Excess Liability Insurance policies shall be endorsed to add Newtown Public Schools as an additional insured. The insurance afforded Newtown

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Public Schools as an additional insured shall be primary insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss Newtown Public Schools as an additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form (as opposed to an occurrence form), the retroactive date for coverage shall be no later than the Contractor's date of execution of the contract and shall provide that in the event of cancellation or non-renewal of coverage, the discovery period (or extended reporting period) for insurance claims, so-called "Tail Coverage", shall be available for at least 60 months following the termination date of the contract.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

LIMITS/TYPES MAY CHANGE DEPENDING ON SCOPE AND SIZE OF PROJECT

- a. General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate providing coverage to protect Newtown Public Schools for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.
- b. Automobile Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate providing coverage to protect Newtown Public Schools with respect to claims for damage for bodily injury and or property damage arising out of Newtown Public Schools' relationship with contractor maintenance, operation, use or loading and unloading of any owned or non-owned vehicle.
- c. Workers' Compensation: \$1,000,000 each accident. Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.
- d. Excess Liability Insurance: \$3,000,000 aggregate and \$3,000,000 per occurrence comprehensive general liability umbrella insurance coverage.

Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, Newtown Public Schools may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

CANCELLATION: NEWTOWN PUBLIC SCHOOLS SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION FROM THE INSURER AT LEAST 30 CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

Certificates of Insurance: Prior to the execution of a contract by Newtown Public Schools, the

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Contractor shall furnish to Newtown Public Schools subject to Newtown Public Schools approval, certificate(s) of insurance verifying the above coverages, including the naming Newtown Public Schools, as follows: "Newtown Public Schools and its Board of Education are listed as additional insured as their interest may appear". The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of that 30 calendar days has been mailed to the Newtown Public School Business Office at NPS's address.

- 13.2 CONTRACTOR'S costs for all CONTRACTOR insurance required by the contract shall be included in its Total Bid Price and shall include only the CONTRACTOR'S direct and actual costs for such insurance, without any mark-ups by the CONTRACTOR.

ARTICLE 14. LENGTH OF CONTRACT

- 14.1 BIDDER agrees and covenants that the initial length of contract will be for one (1) year with the option for renewal upon the second year.

ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

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ARTICLE 17. SPECIFICATIONS / SCOPE OF WORK.

- 17.1 NPS is soliciting the cost of delivered propane. The estimated gallons for the first year to purchase and be delivered is 170,000 with a 10% plus/minus variance.
- 17.2 Delivery of propane is to one location; 31 Pecks Lane, Newtown CT. This location is subject to change.
- 17.3 Bid proposal should include references for locking in rates as part of the Option 1 price proposal.
- 17.4 Contractor shall indicate length of response to emergency calls which shall be no longer than 2 hours. Newtown shall not be charged additional fees for emergency fuel deliveries.
- 17.5 Contractor shall, at no extra cost to Newtown, provide emergency fuel pump services to the district in cases of pump failure as outlined in the technical specifications.
- 17.6 The contractor shall furnish a local phone number of an authorized representative who may be contacted for emergency service. This number must be a monitored 24 hour service number.
- 17.7 The propane furnished shall be commercial propane conforming to specification and test methods as required by Federal Specification HD5.
- 17.8 If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to:
- Purchase on the open market and charge the contractor the difference between the contract and actual purchase price, or
 - Deduct such charges from existing invoices totals due at the time, or
 - Cancel the contract within thirty (30) day written notification of intent.
- 17.9 All bidders shall be required to prove their qualification concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual History – References
 - Quality and stability of product and sources
 - Certificate of Liability Insurance
- 17.10 The contractor will be responsible for any damage caused by delivery truck or delivery personnel to All-Start Transportation or Newtown Board of Education property.

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- 17.11 The successful bidder must be able to supply a MINIMUM 2,000 gallon autogas propane filling station (as pictured) with dispensing equipment at no charge to Newtown Public Schools or All-Star Transportation.



- 17.12 Successful bidder must have local storage available for delivery.

END OF SECTION

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SECTION 2

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

| | |
|------------------|----------------|
| Addendum # _____ | Dated Issued _ |
| Addendum # _____ | Dated Issued _ |
| Addendum # _____ | Dated Issued _ |
| Addendum # _____ | Dated Issued _ |
| Addendum # _____ | Dated Issued _ |
| Addendum # _____ | Dated Issued _ |

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Date: _____
(Print or Type)

END OF SECTION

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SECTION 3

**BID
FORM**

Date: _____

Mr. Rick Spreyer
Purchasing Agent

Newtown Public Schools
3 Primrose Street,
Newtown, CT 06470

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

Print or Type Business Name of Bidder

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

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BID FORM

PROPANE HD5 GRADE FUEL = Estimated Quantity 170,000 Gal. +/- 10%
(See SECTION 5 for Technical Specifications)

Time Period: July 1, 2019 - June 30, 2020

| |
|---|
| |
| Firm Fixed Price per Gallon (in numbers): \$ |
| Firm Fixed Price per Gallon Option Year 2 (in numbers):* \$ |
| Other Charges (in numbers): \$ Please describe in detail |
| Fuel Tax Rebate? Y or N (circle one) |
| Prepayment Discounts Offered? Y or N (circle one) |
| Details of prepayment discount: |
| Attach process and timeline for securing of fixed rate pricing |

*Estimated year two gallons 170,000 +/- 10%

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SECTION 4

ATTESTATION OF BID SUBMISSION

The undersigned hereby declares and certifies under the penalties of perjury that this Bid is in all respects bona fide and fair; that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations, and that the Bid prices shall cover all expenses incurred in providing the specified Bid Items, performing and completing all Work and/or Services, and furnishing all equipment, labor and materials, etc. as required by the Bid Documents, of which this Bid Form is a part. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words), where applicable, shall govern in determining the Total Bid Price.

The undersigned also agrees that any quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Work.

Respectfully submitted by:

Social Security Number or (Print or Type)
Federal Identification Number

Business Name of Bidder (Print or Type)

Signature of Authorized Official

Name of Authorized Official (Print or Type)

Title of Authorized Official (Print or Type)

Bidder shall provide Bidder's Contact Information below:

Business Address: (Print or Type)

Business Fax Number: (Print or Type)

City, State, Zip Code: (Print or Type)

Mobile Contact Number: (Print or Type)

Business Telephone Number: (Print or Type)

Business Email Address: (Print or Type)

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Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 1
- b. Addendum Acknowledgement Form – Section 2
- c. Bid Form – Section 3
- d. Attestation of Bid Submission – Section 4
- e. Technical Specifications – Section 5

END OF SECTION

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REFERENCES

List below at least four (4) references for similar projects, including all information requested. **THIS PAGE MUST BE COMPLETED.** If Bidders wish to keep their references confidential, this page may be removed from the package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL." The Town of Newtown is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact Name _____ Telephone # _____

2) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact Name _____ Telephone # _____

3) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact Name _____ Telephone # _____

4) Client _____
Project Address _____
Approximate \$ Value _____ Date: Started _____ Completed _____
Contact Name _____ Telephone # _____

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SECTION 5

**TECHNICAL
SPECIFICATIONS**

Bulk propane for fueling IC Propane Type C school buses.

Propane provided by the CONTRACATOR will be HD5 grade.

CONTRACTOR shall have a minimum of five (5) years-experience delivering propane autogas and own and operate a minimum of five (5) bulk propane delivery trucks (bobtails) to ensure reliable delivery service. No subcontractors shall be allowed to provide this service.

CONTRACTOR shall own a minimum of ten thousand (10,000) gallons of aggregate propane storage within the State of Connecticut. No reliance on wholesale propane supply terminals allowed. CONTRACTOR'S failure to maintain minimum level will be reported to Newtown Public Schools' Director of Business office immediately. CONTRACTOR'S failure to maintain and report minimum level will result in termination of purchase order.

Bidder must maintain a regular place of business, which shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space at which the CONTRACTOR is doing business in its own name and in a regular and systematic manner and which is continuously maintained, occupied and used in carrying on its business through its regular employees regularly in attendance. A temporary office at a site of construction shall not constitute a regular place of business.

CONTRACTOR shall be equipped to provide a portable rescue autogas dispensing system equipped to run off a generator or an existing 110 or 220 volt power source (if available) or provide "Fill on Site" or "Wet Fuel" service on an as needed basis until repairs are made to propane autogas dispensing system in the event of power or mechanical failure of the propane autogas dispensing system.

CONTRACTOR must be able to respond to an emergency situation within two (2) hours during working hours and 3 hours after hours.

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Pricing is based on estimated 170,000 gallons, +/- 10%, of propane fuel to be delivered between July 1, 2019 and June 30, 2020. Newtown Public Schools shall have the option, at its sole discretion, to extend the term of the bid for a one-year period for delivery between July 1, 2020 and June 30, 2021.

Newtown Public Schools is seeking a one (1) year contract with option for a second year contract.

Pricing scenarios should include other charges and a written process for locking in rates.

CONTRACTORS should provide pricing scenarios that are based on:

Fueling Stations: Minimum 2,000 gallon tank with one (1) dispenser.

Delivery Intervals: Minimum of twice per week, excluding Town, State and/or Federal holidays.

Delivery, pump maintenance fees and other charges: Provide detail billing and reports schedule if applicable.

Fuel Tax Rebate Plan: If applicable

Prepay Discounts: Note availability

Propane will be delivered to:
All Star Transportation LLC
31 Pecks Lane
Newtown, CT 06470

Fuel deliveries at All Star Transportation bus lot will be ordered, received and signed for by the Manager or designee. Fuel delivery as needed.

The vendor must comply with all Federal, State and Local codes and requirements.

END OF SECTION