SUBJECT: LP GAS FOR VARIOUS AGENCIES – RE-BID

BID #: SC-0259-22

OPEN DATE: 8/18/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PURCHASING DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 8 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Amerigas Propane, L.P. as the lowest responsive, responsible bidder. Term will be from October 1, 2021 through September 30, 2022 with three (3) one (1) year renewal options. Estimated initial expenditure amount not-to-exceed $180,000.00.

Funding for this award will be encumbered from various accounts and executed by Purchase Orders.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2021. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo; Bid Tabulation; Terms & Conditions; Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: GREG PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

To: Gregory W. Pease, Division Chief, Procurement Division

From: David Klages, Purchasing Analyst

Date: August 20, 2021

Subject: SC-0259-22 LP Gas for Various Agencies – Re-Bid

The Procurement Division recommends approval of award to Amerigas Propane, L.P. as the lowest responsive, responsible bidder. Estimated initial expenditure amount not-to-exceed $180,000.00. Period of service will be from October 1, 2021 through September 30, 2022 with three (3) one (1) year renewal options.

Funding for this award will be encumbered from various accounts and executed by Purchase Order(s).

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2021. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

Thank you for your assistance and consideration in this matter.

CC: Dustin Freeman
Manager of Purchasing Services
Procurement Division

BID TABULATION

Title:	Liquid Propane Gas (LP) for Various Agencies - Re-Bid			**Amerigas Propane, L.P.**
Bid No:	SC-0259-22			
Open Date:	August 18, 2021			
Analyst:	David Klages			
No. Invited:	(8) **No. Received:** (1) **Other:** (0)			
Recorded By:	Melissa Pierce			
Item #	**Description**	**Unit of Measure**	**Est. Annual Quantity**	**Price Over BPN Index**
1	LP Gas Delivered to Various Locations per Specifications	Gallon	25,000	**$1.74 / Gallon**
			Terms:	Not Stated
			Delivery:	Not Stated
			Signed Bid Form:	Yes
			Bid Proposal Form:	Yes
			Conflict of Interest Certificate:	Yes
			Insurance Agent Acknowledgement Form:	Yes

TERMS AND CONDITIONS

LIQUID PROPANE (LP) GAS FOR VARIOUS AGENCIES – RE-BID

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **furnishing and delivering liquid propane (LP) gas** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

- Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.
- Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. **TERM OF AGREEMENT**
The term of this agreement will be October 1, 2021 through September 30, 2022 with three (3) one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

   a. Supplier shall provide proof of applicable local business license if located within Duval County.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. The City reserves the right to add or delete items during the contract period. The City will order on an as needed basis.

8. **DELIVERY**
A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. **ESCALATION/DE-ESCALATION**
All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. **PRICES**
All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**
Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE/INDEMNIFICATION**
Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. **REPORTING**
The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. **SUPPLIER ACCESSIBILITY**
The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. ` Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

LIQUID PROPANE (LP) GAS FOR VARIOUS AGENCIES – RE-BID

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

Product Requirements:
The LP Gas specified herein shall be H.D.-5 and shall conform to ASTM D-1835-67-T, latest revision, Federal Specification BB-G-110. Storage and handling shall meet the standards of NFPA Pamphlet No. 58. In submitting a bid, the supplier certifies that they comply with all of the Florida Liquefied Petroleum Gas Laws and Rules.

Delivery:
The awarded supplier must make delivery within 24 hours of receipt of a Purchase Order. The City reserves the right to add or delete delivery sites as needed.

Tanks:
Except for locations with City-owned tanks, the awarded supplier shall furnish tanks at no additional cost to the City. In the event the supplier's tank requires maintenance and/or repairs but cannot be maintained/repaired immediately onsite by the supplier, the supplier shall replace the tank with a tank of similar size, capacity, and configuration at no additional cost to the City and with no interruption in service.

The awarded supplier is responsible for having the current non-City-owned tanks replaced with their tanks at no cost to the City and with no interruption in service.

Temporary Replacement of City-Owned Tanks:
Using *Attachment B – Lease of Tanks*, bidders shall provide pricing for a temporary replacement tank should a City-owned tank become inoperable and needs to be repaired or replaced. The awarded supplier will be held to the prices offered. **This information will <u>not</u> be a factor in awarding the contract.**

Should the need for a temporary replacement tank arise, the City of Jacksonville reserves the right to lease the replacement tank from another supplier outside of this contract.

Invoicing:
The awarded supplier **<u>must</u>** provide proof of the posted BPN price in Alma, GA as published in the BPN Weekly Newsletter by Butane-Propane News, 338 E. Foothill Boulevard, Arcadia, CA 91006 with all invoices submitted for payment. The BPN index must coincide with the cost to the City for the invoice period.

Insurance:
The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of the award notice. The solicitation number must be listed on the certificate.