



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.**

ATTACHMENT B

Hays CISD may require deliveries on weekends and/or National holidays. These services will be provided at no additional charge to Hays.

With each delivery, the Contractor will provide documentation verifying:

- The amount of LPG fuel delivered
- The plant origin of the delivered LPG fuel
- The specifications of the LPG fuel being delivered
- The Bill of Lading must include an identification product code verifying fuel delivered is required type of propane.
- The proper shipping name of the hazardous material, as furnished by the shipper including NOS and generic descriptions (i.e.; corrosive liquids, NOS, (Caprylyl chloride), UNI760.)

The Contractor shall assume all responsibility and risk of loss incident to said deliveries.

All delivery trucks must display placarding in accordance with applicable federal, state and local laws, rules and regulations. All delivery vehicles and related equipment must be maintained in a safe condition, free from leaks and in all respects suitable for delivery and unloading fuel. Delivery vehicles entering Hays CISD property are subject to vehicle and equipment safety inspections to ensure compliance with applicable safety rules and regulations by Railroad Commission of Texas safety division personnel. Hays CISD reserves the right to deny delivery vehicle access to Hays CISD property when such vehicle is determined by Hays CISD to present a significant safety and/or environmental hazard (such as a leaking tank, poorly maintained truck, etc.). No work or repair of any kind may be performed on the tractor or trailer while on Hays CISD property. If a delivery vehicle stalls or cannot be started while on Hays CISD property, it must be towed off property for repairs. In cases where any one or more of the Contractor's delivery vehicles is denied access to Hays CISD property for safety/environmental reasons, the Contractor shall not be excused from delivery terms listed in this invitation for proposal.

In the event the delivery of the equipment and supplies under the contract shall be necessarily delayed because of strike, injunctions, government controls, or act of God having a direct effect on the manufacture and delivery of the equipment and supplies that could not have reasonably been anticipated by the Contractor, Hays CISD may extend the time of completion of the contract.

The Contractor shall notify Hays CISD in writing, within fifteen (15) days from the beginning of any such delay. Hays CISD will investigate the facts and ascertain the extent of the delay and these findings thereon shall be final and conclusive.

Hours of delivery shall be 9:00 a.m. through 5:00 p.m. CST Monday through Friday, unless otherwise specified in the bid. The specific hours of delivery shall be coordinated with Hays CISD Transportation Department personnel.



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.**

BOBTAILS: Should Hays CISD's refueling station be out of service due to preventive maintenance or emergency repair, Hays CISD will require that the Propane motor fuel be delivered in bobtail type trucks by the Contractor's certified drivers. The drivers shall operate the bobtail truck as a fueling station. Hays CISD requires that the Contractor's drivers stay with their truck and refuel Hays CISD vehicles as needed. The following is the delivery and fueling schedules required:

Weekdays (Monday through Friday): One (1) bobtail fuel truck and one (1) certified driver/serviceman with a minimum of 400 gallons of fuel between the hours of 9:00 a.m. and 5:00 p.m. CST.

SUBSTITUTE SUPPLIERS: In the event that the Contractor awarded this supply contract fails, for any reason, to supply propane to Hays CISD pursuant to the terms of this proposal invitation at the time and in the amounts that Hays CISD requests, then Hays CISD will have the right to purchase from any substitute source the amount of fuel due from the Contractor and will have the right, at its option, either to recover from the Contractor as liquidated damages or offset against the price due for fuel subsequently supplied by the Contractor, any amount by which the cost of such substituted fuel exceeds the contract price that would have been applicable, with the cost of any incidental expenses reasonably incurred by Hays CISD in making such substituted purchase(s) and the amount of any consequential damages allowable by law.

FUEL SPILLS: The Contractor must take extreme care to avoid fuel spills. The Contractor delivery truck driver shall constantly monitor the product and the delivery equipment for any spills and leaks. In the event of a spill (of any size) the delivery truck must not be moved until the spill has been cleaned unless otherwise directed by authorized Hays CISD personnel. Hays CISD's Transportation Director must be immediately notified of any spill. The Contractor delivery truck driver shall remain on Hays CISD property at the location of the delivery truck during the fuel delivery processes. The tanker truck must be attended at all times during fuel offloading. Any costs incurred as a result of fuel spills due to negligence on the part of the Contractor, its agents or employees, or due to an equipment malfunction will be solely for the responsibility and account of the Contractor and may be grounds for termination of the contract at the sole discretion of Hays CISD.

DELIVERY TRUCK EQUIPMENT: All delivery trucks, equipment and delivery truck drivers shall comply with all Railroad Commission of Texas, Texas Commission on Environmental Quality (TCEQ), and U.S. Department of Transportation (DOT) regulations on the handling, transporting, and cargo tank unloading of propane.

FUEL SPECIFICATION CERTIFICATION: The Propane Motor Fuel Specification Certification attached here to as "Exhibit B" Product Information and Product Compliance Certification is incorporated into this proposal packet, and will be properly completed and executed by all respondents and submitted with the proposal. Propane Motor Fuel proposal must meet or exceed all specifications or Hays CISD will deem the proposal nonresponsive.

SERVICE and MAINTENANCE:

SERVICE: The successful Contractor shall assign a knowledgeable service representative to this contract to assist Hays CISD with Propane services. The designated service representative shall provide technical phone support, billing inquiries and service issues for the duration of the contract term. The successful Contractor shall be required to resolve all billing issues that may



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.**

need corrections or credits within seventy-two (72) hours of receiving requests either by phone, e-mail, or letter.

The Contractor shall supply Hays CISD with an annual fuel report of cost and reimbursement totals eligible for IRS Propane refund claim within a timely manner to be used for IRS refund program. Hays Consolidated will contact the Contractor when service support is needed. This service will be at no additional charge to Hays CISD.

Assigned representative name: _____

- **MAINTENANCE-** The successful Contractor shall be able to provide maintenance and repair

services for NBISD. This will include propane fuel station and pump maintenance and repair at a reasonable additional cost.

Are you able to provide this maintenance/repair requested? Yes/No (Circle one)
If yes to above, who is your provider for authorized maintenance /repair? _____

CONTACTS: The successful Contractor shall provide Hays CISD a toll-free telephone number to place fuel orders and service calls in addition to the order, an email address. The Contractor service hours will be Monday through Sunday, 7:00 a.m. to 5:00 p.m. Central Standard Time.

Phone Number: _____

In addition, the Contractor must provide Hays CISD a toll free 24-hour emergency contact Contractor representative and telephone number in case an emergency order or service is required. The successful contractor is ultimately responsible for providing an actual Contractor representative and not a carrier or sub-contractors number. The Contractor representative must have full authority to make an emergency order and arrange delivery with the carrier or sub-contractor. This service will be at no additional charge to Hays CISD.

Representative name: _____

Emergency contact phone number _____

FACILITY: Potential Bidders should familiarize themselves with Hays CISD's fuel facility and storage tank locations before submitting a response. The successful Contractor shall be required to be equipped with the correct equipment to fit Hays CISD fuel storage tank for unloading fuel. This service will be at no additional charge to Hays CISD.

SAFETY PRACTICES: All Carriers' employees or sub-contractors entering Hays CISD property must be properly trained in all safety practices and requirements relating to transportation and unloading of LPG fuel products. The Contractor shall provide informative documentation of safety practices of their Carriers' or sub-contractors standard practices for unloading fuel with their proposal documents. While on Hays CISD property, all Carriers' employees or sub-contractors will be expected to follow all Hays CISD safety procedures and conduct themselves in a professional



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.**

business manner. Smoking is not permitted on any Hays CISD property. The use of a mobile electronic device is not permitted in areas on Hays CISD property requiring an increased level of safety (i.e. fueling or construction areas). Any violation of this policy may result in contract termination. Employees of contractors who violate this policy may be banned from working on future Hays CISD contracts.

EMERGENCY CONTINGENCY: Respondents must submit along with their proposal documents a 24-hour contingency plan in the event of an emergency fuel or delivery issue arises. The plan must allow for refueling of Hays CISD's propane vehicles. Hays CISD shall provide personnel for refueling vehicles. The Contractor will make all necessary arrangements in advance, which will allow for servicing approximately 10 propane vehicles. These services will be provided at no additional charge to Hays CISD.

SPECIFICATIONS FOR PROPANE MOTOR FUEL

All specifications are minimums: Please refer to the proposal section twelve (12) for detailed specifications.

SPECIFICATION: Hays Consolidated Independent School District requires a Liquefied Petroleum Gas (LPG) with product characteristics that meet the Special-Duty Propane product designation as specified in the American Society for Testing and Materials (ASTM) standard D 1835-05. This is equivalent to the Gas Processors Association (GPA) Liquefied Petroleum Gas specification for HD-5 Propane standard 2140-97.

The need for a high-quality, special LPG product is based on engine manufacturer requirements. Supplied Propane should exhibit superior anti-knocking characteristics when used as an internal combustion engine fuel.

Please note that this specification is not for Commercial Propane that is suitable for certain low severity internal combustion engine applications. Special duty propane will be less variable in composition and combustion characteristics than the other products covered by the ASTM DJ 835-05 standard.

SAMPLE TESTING: At any time during the Contract period, Hays CISD may elect to test the supplied Propane for compliance with the SPECIFICATIONS FOR PROPANE MOTOR FUEL as listed herein. Hays Consolidated ISD will pay all testing costs providing the tested Propane sample is found to be in total compliance with the specification. However, in the event a sample does not pass one or more of the compliance tests, the Contractor, upon notice of product non-compliance as issued by Hays CISD, reimburse to Hays CISD all cost associated with the sample testing, remove, at the Contractor's expense, all non-compliant Propane from Hays CISD facilities, immediately produce compliant Propane for Hays CISD use, and reimburse Hays CISD for all losses, if any, associated with Hays CISD's use of non-compliant Propane.

TRANSPORT: The trucks used to deliver Propane to Hays CISD must be used for propane only. DELIVERY TRUCKS USED TO TRANSPORT PROPANE TO Hays CISD SHALL NOT BE USED, AT ANY TIME, TO TRANSFER PRODUCTS OTHER THAN PROPANE. PRODUCTS OTHER THAN PROPANE INCLUDE BUTANE AND OTHER MIXTURES. In each instance a delivery truck connects to Hays CISD's fuel storage system, but before transferring the product into Hays CISD's fuel vessel, Hays CISD may (at its own discretion) release a small amount of liquid



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.**

propane onto a litmus paper to test for caustic material and /or secure a sample for compliance testing.

MATERIAL SAFETY DATA SHEETS (MSDS): The District requires product verification in the form of MSDS reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the bid opening. MSDS shall be submitted for any product offered as an alternate to the specifications.

Sales Tax Exemption: The materials provided for this project pursuant to this contract will be exempt from Federal Excise, State and City Sales Tax. The District will furnish a tax-exempt certificate(s) if requested.

Determination of Responsibility: The respondent may be required upon request to present evidence to the stratification of Hays CISD, including evidence of adequate financial resources, capability to execute the contract in accordance with the delivery schedule, satisfactory integrity and business ethics, and qualifications under any applicable laws and regulations.

Product/Service Warranty: Contractor warrants that the goods furnished under the contract will conform to the contract description, be free of defects in materials and working conditions, be fit for the ordinary purpose for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, be adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder will conform to the contract description.

If Hays CISD informed Contractor of the intended use of the goods supplied under this contract, Contractor acknowledges that Hays CISD is relying on Contractor's skill and judgement to furnish suitable goods and warrants that the goods supplied here under will be fit for the stated particular purpose of Hays CISD.

All necessary repairs, renewals, changes or modifications in the equipment due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the equipment, shall be promptly corrected by the Contractor at their expense, including labor and materials, with minimum inconvenience to Hays CISD. Contract shall include and provide necessary warranty to include but not limited to all necessary repairs, renewals, changes or modifications for fifteen (15) years.

Where specific equipment items are guaranteed by the manufacture for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

This warranty is construed to mean that all equipment furnished by the Contractor that malfunctions shall be repaired by the Contractor at no cost or expense to Hays CISD for a minimum of twelve (12) months, after final acceptance.

Any equipment or part thereof that has been replaced, that used the provisions of this warranty shall become property of the Contractor and remain under the warranty terms.

Should the Contractor wish to have the defective equipment or part thereof returned to contractor, it shall be returned at the contractors expense. In the event the contractor does not



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.

request the return of such replaced parts within (6) months from the date of replacement, they shall, at the options of Hays CISD, become the property of Hays CISD.

PRODUCT INFORMATION AND PRODUCT COMPLIANCE CERTIFICATION

Propane Specifications (complete in detail and submit with bid). Specifications must be the result of tests listed below.

All Specifications are minimums:

Specifications	Results	Bidder's Specification	
		Primary Plant	Secondary Plant
Composition: Liquid volume percent propane (ASTMD 2163)	Not less than 90		
Vapor Pressure: 100°F (38.8°C), max (ASTM D1267)	PSIG 208		
Volatile Residue: evaporated temperature, 95%, max (ASTM D1837) or	-37.0°F -38.3 °C		
Butane and heavier, max, vol% (ASTM D2163)	2.5		
Propylene content: max, vol% (ASTM D2163)	5.0		
Residual Matter: residue on evaporation 100mL, max, mL (ASTM D2158) oil stain observation (ASTM D2158)	0.05 pass		
Corrosion: Copper strip (ASTM D1838)	No. 1		
Total Sulfur: ppmw, max (ASTM D2784)	123		
Hydrogen Sulfide (ASTM D2420)	pass		
Moisture content (ASTM D2713)	Pass		

Name of Primary plant: _____

Location of Primary Plant: _____

Name of Secondary Plant: _____

Location of Secondary Plant: _____



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PROPANE FUEL SYSTEM
RFP #27-102303AS
OPENING 12-4-23 @ 2:00 P.M.

Anston Shockley
Buyer

In the submission of the response, vendor must acknowledge receipt of attachment B. Otherwise the response **will not** be considered for evaluation. Vendor must submit one copy of this notice.

Signature of Bidder

Printed Name

Company Name