

SANDERS UNIFIED SCHOOL DISTRICT NO. 18

NOTICE OF REQUEST FOR BID

REQUEST FOR BID NUMBER: Propane Bid # 2020JL-2021JN

MATERIAL AND/OR SERVICE: Propane

BID DUE DATE: May 8, 2020 TIME: 3:00 PM D.L.T.

SHIPPING ADDRESS: Sanders Unified School District
District Business Office
PO Box 250
Sanders, AZ 86512

RFP OPENING LOCATION: Sanders School Administration Building
Intersection of I 40 & S HWY 191
Sanders, AZ 86512
Use phone conference line 1-701-802-5406, access code 3004591

In accordance with the School District Procurement Rules in the Arizona Administrative Code (A.A.C.) prescribed by the Arizona State Board of Education pursuant to Arizona Revised Statutes §15-213, competitive sealed proposals ("Proposal" or "Proposals"), for the following services will be received by Sanders Unified School District No. 18 (the "District"), at the address specified above until the time and date cited. (An electronic copy of the cited A.A.C. provisions may be obtained at the Arizona Secretary of State's website at <https://azsos.gov> and an electronic copy of the A.R.S. provisions may be obtained at the Arizona Legislature's website at <https://www.azleg.gov>)

Pursuant to A.A.C. R7-2-1045, Proposals received by the correct time and date will be opened, and the name of each vendor will be publicly read **via phone conference line at the phone number 1-701-802-5406 ACCESS CODE number 3004591**. Proposals must be in the actual possession of the District on or prior to the exact time and date indicated above. Pursuant to A.A.C. R7-2-1044(C), (F) and (G) late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Proposals, and
2. Would have been received on time but for the action or inaction of District personnel.

Proposals must be submitted in a sealed envelope to the above address with the Request for Proposals number and the audit firm's name and address clearly indicated on the envelope. All Proposals must be completed in ink or typed and **a digital copy included therein on a USB flash drive**. Additional instructions for preparing a Proposal are provided in the Request for Proposals, which can be found on the District homepage at www.sandersusd.net.

This RFP and actions related thereto shall be in compliance with A.A.C. R7-2-1042 which is adopted and made an enforceable part hereof by reference.

NAVAJO AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES ARE ENCOURAGED TO APPLY.

Refer any questions regarding the Request for Proposals to: Ronnie Mizner, Business Manager (928) 688-4760

Date _____ Signature: _____

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OFFER AND ACCEPTANCE

OFFER

TO THE SANDERS UNIFIED SCHOOL DISTRICT:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, Conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with paragraph one of the District's Standard Terms and Conditions.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Signature of Person Authorized to Sign Offer

Title

Printed Name

Date

ACCEPTANCE OF OFFER ***(For Sanders School District use only)***

The Offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction as indicated by the attached Notice of Award And based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the Sanders Unified School District.

The contract is for: Propane

This contract shall henceforth be referenced to as Contract No. 2020JL-2021JN. The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives an executed purchase order.

Awarded this _____ day of _____, 2020.

Sanders Unified School District No. 18

Business Manager

INSTRUCTIONS TO OFFERORS

1. PREPARATION OF BID:

- a. This Bid has been prepared by Sanders Unified School District # 18.
- b. All Bids shall be on the forms provided in this Request for Bid package. It is permissible to copy these forms if required. Facsimiles, telegraphic Bids or mailgrams will not be considered.
- c. The Offer and Acceptance document must be submitted with an original ink signature by the person authorized to sign the offer.
- d. Erasures, interlineations or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- e. In case of error in the extension of prices in the Bid, unit price shall govern.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of all Offerors to examine the entire Request for Bid package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Bid. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- h. Vendors who fail to respond to solicitations for two consecutive procurements of similar items may be removed from the applicable bidders list.

2. INQUIRIES: Any question related to a Request for Bid shall be directed to the Purchasing Agent, Ronnie Mizner at (928) 688-4760. Offerors shall not contact or ask questions of the school or department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Purchasing Agent may require any and all questions to be submitted in writing at the District's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Offeror shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed Bid and may not be opened until after the official Request for Bids due date and time.

3. LATE BID: Late Bids shall not be considered, except as provided in the School District Procurement Rules. An Offeror submitting a late Bid shall be so notified.

4. WITHDRAWAL OF BID: At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the Bid. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

5. AMENDMENT OF BID: The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document prior to the specified due time and date.

6. PAYMENT: The District shall make every effort to process payment for the purchase of goods or services within Fourteen (14) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than ten (10) calendar days shall not be considered.

7. DISCOUNTS: Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the District's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of ten (10) calendar days or more shall be deducted from the bid price in determining the low bid. However, the District shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

8. TAXES: The District is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Bids, the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
- b. Notwithstanding any other provision of the Request for Bids, the District expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all Bids, or portions thereof; or
 - (3) Reissue a Request for Bids.
- c. A response to a Request for Bids is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in the District's Request for Bids. Bids do not become contracts unless and until they are accepted by the Sanders Unified School District Governing Board and an offer and acceptance form or other award document is executed by an authorized District official. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Bids, unless modified by a Solicitation Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any resultant contract.

1. **CERTIFICATION:** By signature in the offer section of the offer and acceptance page, Bidder/Offeror certifies that:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. 31-1461 et. seq.
 - C. The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to remedies provided by law.
2. **GRATUITIES:** The District may, by written notice to the Contractor, cancel this contract if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
3. **APPLICABLE LAW:** This contract shall be governed by, and the District and Contractor shall have all remedies afforded each by, the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes or rules or regulations pertaining specifically to the District. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
4. **SCHOOL DISTRICT PROCUREMENT RULES:** Unless expressly provided otherwise herein, the School District Procurement Rules (A.A.C. R7-2-1001 through R7-2-1195) and school Board Policies are a part of this document as if fully set forth herein.
5. **LEGAL REMEDIES:** All claims and controversies shall be subject to the School District Procurement Rules (A.A.C. R7-2-1001 through R7-2-1195).
6. **CONTRACT:** The contract shall be based upon the solicitation issued by the District and the offer submitted by the Contractor in response to the solicitation. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the solicitation. The District reserves the right to clarify any contractual terms with the concurrence of the Contractor, however, any substantial non-conformity in the offer shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the District and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, Bids, negotiations, purchase orders or master agreements in any form.
7. **CONTRACT AMENDMENTS:** This contract may be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the District and the Contractor.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
9. **TERMINATION BY THE DISTRICT:** The District may cancel this contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective 30 days after written notice from the Superintendent is received by the parties to this contract, unless the notice specifies a later time.
10. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
11. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a district payment issued there under and that Contractor should make arrangements to directly pay such expenses, if any.

STANDARD TERMS AND CONDITIONS

- 12. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage to the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the School District Procurement Rules is used in this contract, the definition contained in such rules shall control.
- 13. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Contractor without prior written permission of the District and no delegation of any duty of Contractor shall be made without prior written permission of the District. The District shall not unreasonably withhold approval and shall notify the Contractor of the District's position within fifteen (15) days of receipt of written notice by the Contractor.
- 14. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the District. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used. The District shall not unreasonably withhold approval and shall notify the Contractor of the District's position within fifteen (15) days of receipt of written notice by the Contractor.
- 15. RIGHTS AND REMEDIES:** No provision in this document or in the Vendor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 16. PROTESTS:** Protests shall be filed, and shall be resolved, in accordance with A.A.C. R7-2-1141 through R7-2-1185. A protest shall be in writing and shall be filed with the District Representative. A protest of a solicitation shall be received at the District Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester know or should have known the basis of the protest. A protest shall include:
- A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the solicitation or contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - E. The form of relief requested.
- 17. WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Mere receipt of the material, service, or construction specified and any inspection incidental thereto by the District shall not alter or affect the obligations of the Contractor or the rights of the District under the foregoing warranties. Warranties of furniture and equipment received during the months of June through August shall commence on the date of school openings. Additional warranty requirements may be set forth in this document.
- 18. INDEMNIFICATION:** Contractor shall indemnify, defend, and save harmless the District from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence of the contractor, its employees, agents, representatives, or subcontractors, or of their employees, agents, or representatives, in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment and compensation claims, or unemployment disability compensation claims of employees of the contractor and/or its subcontractors or claims under similar laws or obligations. The contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the District or its employees.
- 19. OVERCHARGES BY ANTITRUST VIOLATIONS:** The District maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the District any and all claims for such overcharges as to the goods or services used to fulfill the contract.

STANDARD TERMS AND CONDITIONS

20. FORCE MAJEURE:

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

B. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

21. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform; it may demand that the other party give a written assurance to this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days; the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **RECORDS:** Pursuant to A.R.S. 35-214 and 35-215, each Contractor shall retain, and shall contractually require each Subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the District.
23. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract, without the prior written consent of the District.
24. **RIGHT TO INSPECT PLANT:** The District may, at reasonable times and at its expense, inspect the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
25. **INSPECTION:** All material, service or constructions are subject to final inspection and acceptance by the District. Material, service or construction failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the contractor. If so returned, all costs are the responsibility of the Contractor.
26. **EXCLUSIVE POSSESSION:** If the contract is terminated, all services, information, computer program elements, reports and other deliverables which may be created under this contract are the sole property of Sanders Unified School District and shall not be used or released by the Contractor or any other person except with prior written permission of the District.
27. **PURCHASE ORDERS:** The District shall issue a purchase order for the goods or services covered by this contract. All such purchase orders will reference the contract number as indicated on the Offer and Acceptance page.
28. **PACKING AND SHIPPING:** (if applicable) Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, Sanders Unified School District, Intersection I 40 & Hwy 191, Sanders, AZ 86512 unless otherwise notified by the District. C.O.D. shipments will not be accepted.

STANDARD TERMS AND CONDITIONS

- 29. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the District until the District actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 30. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall constitute a breach and contractor shall not have the right to substitute a conforming tender.
- 31. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the District, shall constitute a breach of the contract as a whole.
- 32. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
- 33. LIENS:** All goods, services and other deliverables supplied to the District under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the District. Upon request of the District, the Contractor shall provide a formal release of all liens.
- 34. PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice.
- 35. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 36. COST OF BID PREPARATION:** The District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 37. CONFIDENTIAL INFORMATION:**
- A. If a person believes that a bid, Bid, offer, specification, or protest contains information that should be withheld, a Statement advising the Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
 - B. The information identified by the person as confidential shall not be disclosed until the District makes a written determination.
 - C. The District shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - D. If the District determines to disclose the information, the District shall inform the Bidder in writing of such determination.
- 38. AUTHORIZED CHANGES:** The District reserves the right at any time to make changes in any one or more of the following: a) methods of shipment or packing; b) place of delivery; and c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Coordinator of Finance prior to the institution of the change.
- 39. TERMINATION FOR CONVENIENCE:** The District reserves the right to terminate any resulting order or contract upon thirty (30) day's written notice. The District will be responsible only for those standard items which have been delivered and accepted. If the items being purchased are truly unique and therefore not salable or useable for any other application, the District will reimburse the Contractor for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the District after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims. In the event of non-availability of funding, any resulting order or contract is subject to immediate termination, without penalty, by the District's Governing Board. In addition, all agreements are subject to review by the District's Attorney, Howard Brown, partner in law firm of Mangum, Wall, Stoops & Warden, etc located in Flagstaff, AZ.
- 40. PUBLIC RECORD:** All offers submitted in response to this Invitation shall become the property of the District and shall become a matter of public record available for review, subsequent to the award notification.

SANDERS UNIFIED SCHOOL DISTRICT NO. 18
SANDERS, ARIZONA 86512
BID SCOPE
FOR PROPANE
BID #2020JL-2021JN

July 1, 2020- June 30, 2021 FISCAL SCHOOL YEAR

PURSUANT TO ARIZONA ADMINISTRATIVE CODE R7-2-1024.
THE SANDERS UNIFIED SCHOOL DISTRICT WILL BE ACCEPTING BIDS FOR PROFESSIONAL PROPANE SERVICES.

1. **Bid Period: One year Bid; School Fiscal Year 1.) July 1, 2020 thru June 30, 2021.**
2. **Bids shall include an escalating/de-escalating clause with a 10 day prior written notice on all price changes to be approved by school board.**
3. **All deliveries shall be made with stamped meter, with invoice ticket signed by an authorized signature of the School District.**
4. **All orders shall be accompanied by a previously approve purchase order, except emergencies.**
5. **Performance: If Vendor fails satisfactory service a three step warning system shall be utilized.**
Step 1: Verbal warning from Supervisor of Maintenance.
Step 2: Within five (5) days if the verbal warning fails, then a letter to the Company will be sent by school Superintendent.
Step 3: If the verbal and letter of warning fails to ameliorate the situation then a recommendation will be made to the School Governing Board to terminate services with the Vendor.
6. **All tanks own by Company will be painted and maintained by the existing gas code by Propane Company. Any maintenance or changing of existing piping must be submitted with design and explanation of changes. These plans must be approve and signed by Maintenance Supervisor before any work can be done. Propane tank Inspection Certification; Propane Company will tag all Propane tanks certifying that they have been inspected and that they are properly hooked up and safe for school operation.**
7. **Tanks will be large enough to fulfill the needs of the Physical Plant as set forth by the School District.**
8. **All tanks and regulators will be located and maintained to meet existing Fire Codes and Building Codes for Arizona and Apache County and the specifications in the Uniform Plumbing Code U.P.C. 58, whichever shall be more stringent. Propane will not be delivered to any tank not meeting these codes. All tanks shall be kept to 40% or more. Tanks will be filled the following day or sooner if tank becomes empty.**
9. **Listing of Tanks and Locations to be serviced.**
 - a) **Teacher Housing at the Middle School campus area will have regulators, on each units with individual (50) 500 gallon, (2) 120 gallon and (16) 250 gallon propane tanks set for each of the housing units.**
 - b) **2-1000 gallon L.P. tank and regulator will be furnished for the Administration Building.**
 - c) **1-500 gallon L.P. tank and regulator will be furnished for Maintenance Office.**

SANDERS UNIFIED SCHOOL DISTRICT - PROPANE BID SCOPE

- d) 1-500 gallon L.P. tank and regulator will be furnished for the Fitness Center at lower campus (old elementary school cafeteria).
 - e) 2-1000 gallon L.P. tank and regulator will be furnished for the Middle School Multi-purpose and 6th Grade Buildings.
 - f) 2-1000 gallon L.P. tank and regulator will be furnished for Elementary Blue Building.
 - g) 1-500 gallon L.P. tank and regulator will be furnished for High School Alternative Classroom building.
 - h) 2-1000 gallon L.P. tank and regulator will be furnished for Middle School building.
 - i) 1-500 gallon L.P. tank and regulator will be furnished for the Maintenance garage at the middle school campus.
 - j) *1-150 gallon L.P. tank to be furnished for Middle School Duplex building (P-1 & P-2 Bldg.).*
 - k) 1-18,000 gallon L.P. tank and regulator will be kept above 50 percent for High School buildings, tank furnish by School District.
 - l) 1-3900 gallon L.P. tank and regulator will be kept above 50 percent High School Vocational building, tank furnish by School District.
 - m) 1-3900 gallon L.P. tank & regulator Transportation building, tank furnish by School District.
 - n) 1-7000 gallon L.P. tank & regulator Elementary School building, tank furnish by School District.
10. The Bid package is to include all necessary plumbing to assure the School of quality service.
 11. The estimated gallons of usage for the Bid Period are approximately 150,000 gallons per year.
 12. The Bid package will also include a price for Sanders Unified School Employees living on or off school campus. Those tanks are the responsibility of the school employees. Employee must be employed by Sanders Unified School District and living within the school district.
 13. The Propane Company shall be responsible for design and engineering of all installations with existing gas code.
 14. Propane Company shall be responsible for on time billing invoices. Invoices shall be submitted to the Maintenance Office after completing any work or deliveries made that same day. If delivery is made after hours, driver shall indicate time and date of delivery was made on the signature space of the invoice ticket and to be submitted on the next delivery or mail to the Maintenance Office for payment processing, this is to prevent any past dues. Otherwise, all invoices/billings will be signed by Maintenance employees or a school Administrator, no invoices will be paid unless signed or with date and time indicated on the invoices, circumstances beyond our control will be evaluated before payment is made. Before any work is done; you must have prior approval from school and a purchase order number for any kind work.
 15. Provide a 24-hour emergency contact telephone number.
 16. Propane bid scope cannot be modified unless approved by Sanders Unified School District Board.

Continue; *SANDERS UNIFIED SCHOOL DISTRICT - PROPANE BID SCOPE*

17. **The Governing Board may; waive any defect or informality in bids or procedure, reject any and all bids, or reissue a request for bids. Consideration will be given to all bids submitted by the closing time and date.**
18. **NEW COMPANY ONLY, if Bids is awarded to your Company, changeover will be completed within 30 days from award of bid date.**
 - a) **Give price amount for change order.**
 - b) **ON CHANGE ODER, IF ANY PROBLEM ARISES OTHER THAN INSTALLING TANKS AND REGULATORS, THE MAINTENANCE SUPERVISOR AND SCHOOL SUPERINTENDENT WILL BE NOTIFIED BEFORE ANY CORRECTIONS OR ADDITIONAL WORKS IS DONE.**
 - d) **Provide a 24-hour emergency contact telephone number.**

SANDERS UNIFIED SCHOOL DISTRICT NO. 18

PROPANE BID COVER SHEET

NAME OF COMPANY SUBMITTING BID: _____

PRINT NAME OF PERSON SUBMITTING BID: _____

ADDRESS: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

BID SUBMITTED BY: _____ **DATE:** _____
SIGNATURE:

Please, attached cover sheet to your bid that you are submitting.

SANDERS UNIFIED SCHOOL DISTRICT NO. 18

**PROPANE BID PROPOSAL
FORM**

BID PROPOSAL FOR (L.P. GAS) PROPANE AND RELATED SERVICES NEEDED BY THE SCHOOL DISTRICT AND ITS EMPLOYEES, AS PER THE REQUIREMENTS OF THE BID SCOPE.

SCHOOL DISTRICT WILL HAVE A CHOICE OF:

ESCALATING (Choice A) - OR - FIRM BID PRICE FOR THE SCHOOL FISCAL YEAR (Choice B)

CHOICE: A- *Escalating bid* Price

1. The *escalating bid* price will be _____ per gallon.
For the school district facilities.

2. The *escalating bid* price will be _____ per gallon.
For the school district employees living on and off school campus. Employee must be employed by Sanders Unified School District and living within the school district.

3. Rental cost on Tanks: 250 gallons \$ _____ per year.
500 gallons \$ _____ per year.
1000 gallons \$ _____ per year.

CHOICE: B - *Firm bid* Price

1. The *firm bid* price will be _____ per gallon.
For the school facilities.

2. The *firm bid* price will be _____ per gallon.
For the school district employees living on and off school campus. Employee must be employed by Sanders Unified School District and living within the school district.

3. Rental cost on Tanks: 250 gallons \$ _____ per year.
500 gallons \$ _____ per year.
1000 gallons \$ _____ per year.

4. Installation Cost of all tanks: \$ _____ per tank.

5. Repair work that will be done, will be billed at \$ _____ per hour.

6. Materials used will be billed how? _____

