



**TUOLUMNE COUNTY**  
SUPERINTENDENT OF SCHOOLS

175 FAIRVIEW LANE  
SONORA, CA 95370

t: 209 536 2000  
f: 209 536 2003  
www.tcsos.us

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Tuolumne County Superintendent of Schools/Tuolumne County Office of Education; Tuolumne County, California, hereinafter referred to as the "County Office," will receive sealed bids pursuant to Public Contract Code section 20111, subdivision (a)(1), for the purpose of:

### **Propane Fuel – Scheduled & Will Call/Tank Rental**

Such bids must be received (not postmarked) by the receptionist at the Front Reception Desk of the County Office by 5:00 p.m. on Monday, May 23, 2022, in order to be considered responsive. The County Office is located at 175 Fairview Lane; Sonora, CA 95370. At 1:00 p.m. on Tuesday, May 24, 2022, the County Superintendent of Schools or her designee shall open and publicly read aloud all bids received by the above-referenced time at the above-referenced place.

Each bid must conform and be responsive to this notice, the Information for Bidders, and the Bid Specifications. Copies of the bid documents are on file and may be obtained at the above address.

In addition to its right to reject any nonconforming bid, the County Superintendent of Schools reserves the right, pursuant to Public Contract Code section 20111, to reject all bids and to waive any minor or non-substantive irregularities or informalities in the bids or in the bidding process.<sup>1</sup>

No bidder may withdraw their bid for a period of sixty (60) calendar days after the date set for the opening of bids.

All bids shall be addressed in the following manner:

Elizabeth Rico  
Assistant Superintendent, Business Services  
Tuolumne County Superintendent of Schools Office  
175 Fairview Lane  
Sonora, CA 95370

(209) 536-2020

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<sup>1</sup> The County Superintendent of Schools will determine whether a deviation from these requirements is a minor irregularity or a substantial departure based on whether the deviation could be a vehicle for favoritism, affect the amount of the bid, influence potential bidders to refrain from bidding, or affect the ability of the public agency to make bid comparisons.

## Information for Bidders – Formal Bid

### 1) GENERAL CONDITIONS

The Tuolumne County Superintendent of Schools, the Belleview School District, the Big Oak Flat-Groveland School District, the Columbia School District, the Curtis Creek School District, the Jamestown School District, (Which includes Chinese Camp Elementary School), the Sonora School District, the Sonora Union High School District, the Soulsbyville School District, the Summerville Elementary School District, the Summerville Union High School District, and the Twain Harte-Long Barn Union School District intend to enter into Agreements with the lowest responsive bidder pursuant to Public Contract Code sections 20118 as a result of this Bid Process.

### 2) SECURING DOCUMENTS

Specifications and bid documents will be available and may be secured at the Tuolumne County Office of Education (County Office), 175 Fairview Lane; Sonora, CA 95370.

### 3) BIDDING INSTRUCTIONS

To be considered responsive, a bid must be in accordance with the following instructions:

- (a) Bids shall be made upon the Bid Form obtained at the above address, and properly executed. Bids shall be written in ink or by typewriter. Bids Are to Be Verified Before Submission as they Cannot be corrected after 5:00 p.m. on May 23, 2022.
- (b) Bids shall be without interlineations, alterations, or erasures unless each such correction is suitably authenticated by affixing in the margin, immediately opposite the correction, the initial(s) of the person(s) signing the bid.
- (c) Before submitting a bid, bidders shall carefully examine the specifications and the forms of all bid documents. Bidders shall fully inform themselves as to all existing conditions and limitations.
- (d) Each Bid Form must be signed by the name of the bidder and must bear the signature in longhand of the person(s) duly authorized to sign the Bid and to bind the company contractually.
- (e) Bids shall not include Federal Excise Tax as the County Office is exempt from such tax.
- (f) Bids shall not include sales or use tax. The County Office will pay all applicable sales and use taxes.
- (f) Delivery Terms are F.O.B. Destination. Pricing shall include all freight charges/costs.
- (g) No charge for packing, drayage, postage, express, fuel surcharges, or for any other purposes will be allowed over and above the prices quoted on the Bid Form.

- (h) Bids shall be delivered to the County Office on or before the day, hour and scheduled closing time for receipt of bids in the Notice to Bidders published in the Union Democrat newspaper pursuant to Public Contract Code section 20112.
- (i) Bids shall be enclosed in a sealed envelope bearing the description of the bid name, bid number, the name of the bidder, and the date and hour of the opening.
- (j) It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder as non-responsive.
- (k) BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.
- (l) Deviations from Bid Terms, Conditions, or Specifications will cause your bid to be rejected as nonresponsive.
- (n) If two or more bids are identical in all respects, the County Office reserves the right, pursuant to Public Contract Code section 20117 to determine by lot which responsive bidder will be awarded the contract.

4) INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications, or finds discrepancies in, or omissions from, the specifications, that person must submit a written or verbal request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt submittal. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the County Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The County Office will not provide any bidder with a verbal response to a verbal or written request for an explanation or clarification concerning the bid documents.

5) ADDENDA OR BULLETINS

Any addenda issued by the County Office during the time of bidding, or forming a part of the documents provided to the bidder for the preparation of their bid, shall be made a part of the bid.

6) WITHDRAWAL OF BIDS

Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

7) OPENING OF BIDS

Bids will be opened and publicly read aloud at the time and place scheduled in the NOTICE TO BIDDERS.

8) AWARD OR REJECTION OF BIDS

The bid will be awarded to the lowest responsive, responsible bidder. In addition to the right to reject any non-conforming bid, the County Superintendent of Schools reserves the right to reject all bids and to waive any minor or non-substantive formality or irregularity in the bids or in the bidding process.

- 9) **WITHDRAWAL OF BIDS AFTER OPENING**  
No bidder may withdraw their bid for a period of sixty (60) calendar days after the date set for the opening thereof.
- 10) **HOLD HARMLESS CLAUSE**  
Bidder agrees to and shall hold harmless and indemnify the County Office, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of liability for damages, for death, or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the bidder or any other person, firm, or corporation employed by the bidder upon or in connection with the services called for in this bid.
- 11) **WARRANTY**  
Vendor agrees that the supplies, equipment, or services to be furnished shall be covered by the most favorable commercial warranties the vendor gives to any customer for the same or substantially similar supplies, equipment, or services and that the rights and remedies so provided, are in addition to, and do not limit, any rights afforded to the County Office. The warranty period shall begin upon receipt and acceptance of the supplies and equipment or services being furnished.
- 12) **TERMS**  
Billing terms will be net thirty (30) days unless the bidder wishes to offer a cash discount for prompt payment. However, no advance, progress, or partial payments will be made for supplies, equipment, or services until said supplies, equipment, or services are received and accepted.
- 13) **EQUIPMENT**  
The successful bidder shall be required to transport, install, and set up a certified tank, with all necessary equipment and accessories, of the size selected by the County Office and each of the above-referenced school districts at the location dictated by the County Office and each of the above-referenced school districts. The successful bidder must also agree to disconnect, remove from the various sites, and empty the tank of any remaining propane for the annual rental fee set forth in the Bid below. Each bidder will be requested to provide an annual rental fee for a 500 and a 1000-gallon propane tank. The annual rental fee for these two tanks will be averaged, and the average for the two tanks will be included in the determination of the lowest responsive bidder. Each bidder is also encouraged to provide, on the Bid Sheet in the selection entitled "Supplemental Costs," the sizes and one-year rental fee for all other size tanks you lease.
- 14) **BIDDER RESPONSES**  
Each bidder must complete and submit the attached Bid form. FAILURE TO MEET SPECIFICATIONS OR TO PROVIDE A PROPOSAL WHICH IS NOT CLEARLY UNDERSTOOD SHALL RENDER YOUR BID NONRESPONSIVE.
- 15) **ALTERNATE BIDS**  
No person, firm, or corporation shall be allowed to make, file, or be interested in more than one bid for the same work, unless so called for. The submittal of alternate bids or optional bids, unless called for, will render your bid nonresponsive.

## 16) ASSIGNMENT/SUBCONTRACTING

The contractor shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without the prior written consent of the County Superintendent of Schools or his designee.

## 17) COMPLIANCE WITH LAW

The contractor shall be subject to and shall comply with all federal, state, and local laws and regulations applicable with respect to its performance under this contract including, but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

## 18) GOVERNING LAW/VENUE: TUOLUMNE COUNTY

In the event of litigation, the contract and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Tuolumne County.

## 19) WORKERS' COMPENSATION

The contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file with the County Office the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

## 20) INSURANCE REQUIREMENTS

The contractor shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect him and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations of this contract.

The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive Form – Products/Completed Operations	Bodily Injury and Property Damage	\$2,000,000.00 Amount
Auto Liability Comprehensive Form – Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$2,000,000.00 Amount

The lowest responsive bidder shall, prior to commencing service as the result of being awarded this bid, shall file with the County Office certificates of insurance indicating a thirty (30) day cancellation notice and naming the Tuolumne County Superintendent of Schools and each of the school districts listed above as an additional insured.

21) PRICING

The County Office requires each bidder to submit the cost that it will add to the per gallon cost of propane, as that price is published in the weekly butane and propane newsletter, BPN, for "TARGA: San Francisco" for propane delivered to the County Office and to each of the school districts listed above for three (3) calendar years.

22) DETERMINATION OF LOWEST RESPONSIVE BIDDER

The County Office will select the lowest responsive bidder based on:

22.1) The price added per gallon of propane to the County Office and the school districts listed above for the above-described three (3) year period. For purposes of calculating the lowest responsive bidder, the County Office will multiply that price that is to be added the per gallon cost of propane by 135,000, which is the anticipated annual use of the County Office and the school districts listed above.

21.2) The average cost of a one (1) year rental agreement for a 500 and a 1000-gallon propane tank.

23) ESTIMATED QUANTITIES

Quantities, if listed, are to be construed as annual estimated needs. The County Office reserves the right to increase or decrease these quantities.

24) MINIMUM DELIVERY AMOUNT

The lowest responsive bidder shall impose no minimum delivery amount or minimum annual purchase amount from the County Office or any of the school districts listed above.

25) LENGTH OF AGREEMENT

The County Office requires the lowest responsive bidder to agree to provide propane pursuant to the terms contained herein for three (3) full calendar years from the date the parties sign a contract.

26) TOBACCO-FREE FACILITIES CLAUSE

The Tuolumne County Superintendent of Schools/County Office of Education and each of the school districts listed above are tobacco-free facilities. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of the County Office or any of the school districts listed above.

27) TERMINATION

It is mutually agreed and understood that either party may terminate this provision, without cause, by providing written notice to the other party at least sixty (60) calendar days in advance. If the lowest responsive bidder elects to exercise this right, the lowest responsive bidder agrees to meet all requests for propane during that sixty (60) calendar period.

- 28) MATERIAL SAFETY DATA SHEETS  
Must be made immediately available upon request.
  
- 29) TERMS AND CONDITIONS OF AGREEMENT  
The language contained in the "Notice to Bidders, the Information to Bidders – Formal Bid, the Bid Specifications, and the Bid Form" is the sole source of the terms and conditions of the Agreement to be entered into between the parties.

## **Bid Specifications**

### **Propane Fuel – Scheduled & Will Call**

All Bidders Must Address the following in their bid in order to have their bid considered a responsive bid:

1.     **TYPE**  
Bidder agrees to provide propane fuel on a scheduled or a will-call basis to the County Office and to the school districts listed above for three (3) years beginning July 1, 2022 through June 30, 2025.
  
2.     **PRICE**  
Bidder shall submit the cost per gallon of propane that will be added to the weekly butane and propane newsletter, BPN, for the "TARGA: San Francisco" pricing line. The lowest responsive bidder may not, following the issuance of the bid, add any other cost to the price set forth herein. Such prohibited additional costs include, but are not limited to, any business-related expense in the transportation of, the disposition of, or the storage of the propane.
  
3.     **QUANTITY**  
Bidder must agree to require no minimum delivery amount and no minimum annual purchase amount. The County Office estimates that the total estimated annual demand for propane could exceed 100,000 gallons.
  
4.     **DELIVERY LOCATION**  
Bidder must agree to deliver propane directly to the County Office and to each of the school districts listed above.
  
5.     **DELIVERY COSTS**  
FOB Destination
  
6.     **INVOICING**  
Directly to purchaser of the propane.
  
7.     **VERIFICATION OF BPN PRICE**  
Successful bidder must email ([erico@tcsos.us](mailto:erico@tcsos.us)) weekly the current BPN newsletter page showing price for "TARGA: San Francisco" propane to the County Office. The County Office will distribute that information to each of the above-referenced school districts.
  
8.     **PROPANE TANKS**  
Bidder must provide a bid for a one (1) year rental of a 500 and a 1000-gallon propane tank. The bid must include all costs associated with delivery of the tank, set up of the tank, all necessary parts and supplies to operate the tank, and all costs associated with removal (this includes removal of any remaining propane) of the tank at the end of the year if the Agreement is not renewed through the bid process.



The following information is provided to demonstrate expected demands:

Site	Number of Tanks	Tank Size in Gallons	Estimated Annual Usage in Gallons
Tuolumne County Office of Education 175 Fairview Lane Sonora, CA 95370	Qty 1 Qty 1	495-gallon tank 575-gallon tank	8,000
Belleview Elementary School 22736 Kuien Mill Road Sonora, CA 95370	Qty 2	500-gallon tanks	4,500
Big Oak Flat- Groveland School District	Qty 3 Qty 3 Qty 1	1000-gallon tanks 499-gallon tanks 250-gallon tank	6,000
Columbia Elementary School 22540 Parrotts Ferry Road Columbia, CA 95310	Qty 2	1150-gallon tanks	18,000
Curtis Creek Elementary School 18755 Standard Road Sonora, CA 95370	Qty 3	1154-gallon tanks	8,000
Jamestown Elementary School 18299 Fifth Avenue Jamestown, CA 95327	Qty 1 Qty 3	1100-gallon tank 500-gallon tanks	7,000
Sonora Elementary School 830 Greenley Road Sonora, CA 95370	Qty 2 Qty 1	1150-gallon tanks 250-gallon tank	13,500
Sonora High School 100 School Street Sonora, CA 95370	Qty 1 Qty 2 Qty 3 Qty 1 Qty 2	1154-gallon tank 1150-gallon tanks 495-gallon tanks 250-gallon tank 120-gallon tanks	14,000
Soulsbyville School 20300 Soulsbyville Road Soulsbyville, CA 95372	Qty 1	1000-gallon tank	850
Summerville Elementary School 18451 Carter Street Tuolumne, CA 95379	Qty 1	400-gallon tank	1,500
Summerville High School 17555 Tuolumne Road Tuolumne CA 95379	Qty 2 Qty 2 Qty 1	4000-gallon tanks 500-gallon tanks 300-gallon tank	41,000
Twain Harte Elementary School 18995 Twain Harte Drive Twain Harte, CA 95383	Qty 1 Qty 1	1150-gallon tank 2300-gallon tank	17,000

## Bid Form

TO: Tuolumne County Superintendent of Schools Office

FROM: \_\_\_\_\_

In submitting this bid, I hereby certify that I have read and considered the following documents:

1. NOTICE TO BIDDERS
2. INFORMATION FOR BIDDERS – FORMAL BID
3. BID SPECIFICATION SHEET
4. The following Addenda to the Bid Packet:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Based on our review and consideration of the above-referenced documents \_\_\_\_\_  
 \_\_\_\_\_ hereby submits the following bid to:

1. Provide propane fuel to the County Office and the school districts listed above on a scheduled or a will-call basis for a period of three (3) years beginning July 1, 2022 through June 30, 2025.
2. Provide Propane to the County Office and the school districts listed above for the above-described three (3) year period by adding \_\_\_\_\_ to the per gallon cost of propane as that price is published in the weekly butane and propane newsletter, BPN, for "TARGA: San Francisco."
3. Not add, following the issuance of the bid, any other cost to the price set forth above in this Bid. Such prohibited additional costs include, but are not limited to, any business-related expense in the transportation of, the handling of, or the storage of the propane.
4. Not require any minimum delivery amount or minimum annual purchase amount from the County Office or any of the other school districts listed above.
5. Deliver propane directly to the County Office or to the school districts listed above.
6. Invoice the public agency ordering the propane directly, on a monthly basis, for all sales of propane.
7. Fax weekly to the County Office the current BPN newsletter page showing the price per gallon for "TARGA: San Francisco."
8. Transport, install, and then remove the following certified propane tanks at the end of the calendar year, as that term has been defined in the bid documents, for the following year rental amount:
  - A. 500-gallon tank: \$ \_\_\_\_\_ per year
  - B. 1000-gallon tank: \$ \_\_\_\_\_ per year

## SUPPLEMENTAL COSTS

[These Costs will not be Factored into the Determination of the Lowest Responsive Bid]

Additional Tank Sizes and the applicable annual rental fee from which the County Office or a School District listed above may elect to rent:

100-gallon tank: \$\_\_\_\_\_ rental fee per year

250-gallon tank: \$\_\_\_\_\_ rental fee per year

\_\_\_\_\_ gallon tank: \$\_\_\_\_\_ rental fee per year

\_\_\_\_\_ gallon tank: \$\_\_\_\_\_ rental fee per year

\_\_\_\_\_ gallon tank: \$\_\_\_\_\_ rental fee per year

\_\_\_\_\_ gallon tank: \$\_\_\_\_\_ rental fee per year

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**By signing below, I attest that I am an authorized representative/agent, and that I am authorized to bind this company contractually.**

DATE: \_\_\_\_\_

BIDDER'S COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: (\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME PERSON SIGNING FORM: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**BID CALCULATION SHEET**

<b>VENDOR</b>	<b>PRICE ADDED PER GALLON OF PROPANE</b>	<b>PRICE MULTIPLIED BY THE ANTICIPATED 135,000 GALLONS OF PROPANE TO BE PURCHASED</b>	<b>TOTAL PROPANE BID</b>

<b>VENDOR</b>	<b>ANNUAL RENTAL FEE FOR 500-GALLON TANK</b>	<b>ANNUAL RENTAL FEE FOR 1000-GALLON TANK</b>	<b>ANNUAL RENTAL FEE OF THE TWO TANKS DIVIDED BY TWO</b>	<b>TOTAL ANNUAL RENTAL FEE BID</b>

<b>VENDOR</b>	<b>TOTAL PROPANE BID</b>	<b>TOTAL ANNUAL RENTAL FEE BID</b>	<b>RANKING AMONGST ALL BIDS RECEIVED</b>