

1075

Agenda No.

ORDINANCE NO.

171385

Title

\*Authorize the purchase of propane gas through the Portland Public Schools Price Agreement for an estimated total amount of \$30,000 annually for a period of five years and provide for payment. (Ordinance)

INTRODUCED BY	DATE FILED: JUL 11 1997
Mayor Vera Katz	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Gay Kershner</u> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works	
BUREAU APPROVAL	
Bureau: Purchases	
Prepared by Date Harry Jacobs 7-7-97	
Budget Impact Review:	
Completed XX Not Required	
Bureau Head: <u>Carlton Chayer</u> , Purchasing Agent	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent XX	Regular	Francesconi	Francesconi	YEAS	NAYS
NOTED BY		Hales	Hales		
City Attorney		Kafoury	Kafoury		
City Auditor		Sten	Sten		
City Engineer		Katz	Katz		

ordinanc.fm:kh:2/97

Section 2. The Council declares that an emergency exists because a delay in proceeding with the establishment of an annual supply contract will result in additional expense, and will unnecessarily deprive the City of the benefits of a contract at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council: JUL 16 1997

Mayor Vera Katz  
Harry Jacobs  
7-7-97

BARBARA CLARK  
Auditor of the City of Portland  
By *Britta Olson*  
Deputy

171385



## PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227

Mailing Address: P.O. Box 3107 / Portland, Oregon 97208-3107

Phone: (503) 331-3305

**PURCHASING SERVICES**

**(503) 916-2000**

Leonard E. Vuylsteke  
Director of Finance/  
Information Services

Michael Hutchens  
Director of Purchasing

June 18, 1997

Linda Bidwel,  
CPPB, CPPO  
Assistant Purchasing Manager  
City of Portland  
1120 SW 5<sup>th</sup> Ave, #1313  
Portland OR 97204

RECEIVED  
BUREAU OF PURCHASES  
JUN 19 11:10:42

RE: Propane

Dear Ms. Bidwell,

Enclosed are copies of the bid submitted by, and the award to Suburban Propane Limited Partnership in regards to Portland Public Schools *Propane* Bid. Bids were received on May 6, 1997, reviewed and approved for award on bid on by the Board on June 12, 1997.

Should you have any questions please contact M.J. Hutchens, Director of Purchasing at 916-3305.

Sincerely,

Tracy Mitra  
Bid Clerk, Portland Public Schools

171385

#1

**SPECIFICATIONS**

**FOR**

**PROPANE**

**TIME FOR FILING: ON OR BEFORE 1:00 P.M., MAY 6, 1997**

**SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**

M.J. HUTCHENS, DIRECTOR OF PURCHASING  
Blanchard Education Service Center  
501 North Dixon Street  
Portland, Oregon 97227

NAME OF BIDDER:

Suburban Propane Limited Partnership

April 11, 1997

171385

**PROPANE**

Bids Received May 6, 1997

The Superintendent recommends Award Of Bid, Propane, price and quality considered be made to the lowest responsible bidder meeting School District No. 1J specifications as follows:

**SUBURBAN PROPANE**

**10075 S. W. CASCADE BLVD.  
TIGARD, OREGON 97223**

**P.O. 67-18072**

**P.O. 67-18073**

MAXIMUM PRICE TO DISTRICT PER GALLON FOR PROPANE FOR FIRST 30 DAYS BASED ON MAY PRICES AND IN ACCORDANCE WITH STATED PRICING FORMULA:

A. DELIVERED TO LAIDLAW TRANSPORTATION:	\$ .5135
B. AT BULK FILL OR KEY LOCK SITE:	.5135
C. BOB-TAIL DELIVERY TO VARIOUS SITES:	.6630
D. TRANSPORT DELIVERY TO VARIOUS SITES:	.5135

MARK-UP CHARGED FOR ALL OTHER PROPANE.

A. DELIVERED TO LAIDLAW TRANSPORTATION:	.0420
B. AT BULK FILL OR KEY LOCK SITE	.0420
C. BOB-TAIL DELIVERY TO VARIOUS SITES	.1920
D. TRANSPORT DELIVERY TO VARIOUS SITES	.0420

**MONTHLY LEASE COST OF DISPENSING FACILITIES**

18,000 GALLON TANK	N/C /MO.
1,000 GALLON TANK WITH METER	N/C /MO.
1,000 GALLON TANK WITHOUT PUMP	N/C /MO.
500 GALLON TANK WITH PUMP	N/C /MO.

APPROXIMATE USAGE YEARLY: 1,048,000 GALLONS

DELIVERY TO BE BASED ON A "KEEP FULL" BASIS

**CHARGE TO BUDGET STRING:**

**000-560-27103-E-626 (District Fuel)**

**000-560-27102-E-513 (Laidlaw Fuel)**

June 13, 1997

**SPECIFICATIONS: PROPANE****SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON****PORTLAND, OREGON 97227****ANNOUNCEMENT OF CALL FOR BIDS:**

Pursuant to the action of the Board of Directors of School District No. 1, Multnomah County, Oregon, taken at the meeting of said Board, held on the 10th day of April 1997 sealed bids will be received by M.J. Hutchens, Director of Purchasing, School District No. 1, Multnomah County, Oregon, Blanchard Education Service Center, 501 North Dixon Street, Portland, Oregon 97227, until 1:00 p.m., May 6, 1997 for Propane described in the attached specifications and proposal.

Said Board of Directors has determined upon specifications for such bids, copies of which may be obtained at the Purchasing Office, 501 North Dixon Street, Portland, Oregon 97227, and has appointed as time and place for the opening of all such bids the hour of 1:15 p.m., on the 6th day of May 1997 in the Conference Dining Room, 501 North Dixon Street, Portland, Oregon 97227, at which time and place all interested persons are entitled to attend the bid opening.

**BIDDER'S NOTE**

**EACH BID MUST CONTAIN A STATEMENT  
AS TO WHETHER THE BIDDER IS A RESIDENT  
BIDDER AS DEFINED BY ORS. 279.029.  
SEE PROPOSAL (SIGNATURE) PAGE.**

**PROPANE SUPPLY SPECIFICATIONS**

**1. METHOD OF SUBMITTING BIDS - MANDATORY:**

Bids to receive consideration must be made in accordance with the following instructions and such bids and any awards made thereon shall be subject to all the terms and conditions thereof:

- A. Each bid shall be accompanied by either a certified check or cashier's check payable to School District No. 1 Multnomah County, Oregon, in an amount not less than \$10,000 or a Bidder's Bond naming School District No. 1, Multnomah County, Oregon as the obligee for not less than \$10,000.
- B. All bids shall be sealed in an opaque envelope and addressed to M.J. Hutchens, Director of Purchasing, School District No. 1J, 501 N. Dixon, Portland, Oregon 97227. The name and address of the bidder and the title of the bid identical in wording to be placed on the outside of such envelope.
- C. Bids shall be submitted on the proposal sheets attached hereto.
- D. The proposal sheets of the specifications shall be signed with ink or indelible pencil as follows:
  - 1. In the case of an individual bidder, by such individual bidder.
  - 2. In the case of a partnership, the name of the partnership must appear upon such proposal, and it shall be signed in the name of such partnership by at least one of the partners. In addition to such signature, the names of all partners shall be stated in such proposal.
  - 3. In the case of a corporation, the corporate name shall be subscribed to by the president or other managing officer, and there shall be set forth under the signature of such officer the name of the office he holds or the capacity in which he acts for such corporation.
- E. Under no circumstances will a bid be considered if filed after the time specified in the advertisement and announcement calling for proposals.
- F. The unit price stated in the bid will govern in case of an error.
- G. Each bidder must enter price quotations on each item.

**2. DURATION OF PROPOSALS:**

Each bid shall be irrevocable for a period of 60 days from date of bid opening. An award of a contract to any bidder shall not constitute a rejection of any other bid.

**INSTRUCTION TO BIDDERS: continued****3. AWARD:**

Award will be made to a responsible bidder based on the most advantageous pricing submitted by a responsive bid.

**4. PURCHASE ORDER AND BOND:**

Within ten days after receipt of notice of award, any bidder to whom a contract is awarded shall furnish a corporate surety bond in form and with surety satisfactory to the District in the amount of \$100,000 for the faithful performance of the contract and all provisions thereof, provided that the formation of said contract shall not be complete and the District shall not be liable thereon until the performance bond, properly executed, has been delivered to and accepted by the District. Performance Bond may be renewed annually throughout the term of the contract.

The Certified Check, Cashier's Check or Bid Bond of the bidder with whom a contract is entered into will be returned when a contract has been properly executed and a Performance Bond, properly executed, has been delivered to and accepted by the District. The Certified Check or Bid Bond of each bidder who was not awarded a contract will be returned immediately after the contract and bond of successful bidder, properly executed, has been delivered to and accepted by the District.

Any bidder or bidders to whom a contract is awarded who shall default in executing a contract or furnishing a satisfactory Performance Bond within the time and in the manner required by these specifications shall be liable to the District for whatever damages, including expenses and attorney's fees incident thereto, the District sustains as a result and also for whatever expenses the attorney's fees may be incurred by the District in recovering same. The subsequent re-awarding of the contract to another bidder or bidders, whether by a single action or by successive actions, shall not operate to release any defaulting bidder from liability.

The Certified Check or Bid Bond of any defaulting bidder or bidders shall be security for the payment of the damages and expenses, including attorney's fees, and the District shall have the right to apply any such Certified Check or Cashier's Check to the payment thereof without action and to enforce any such Bid Bond by whatever means it deems appropriate.

**5. DISTRICT PERSONNEL EXCLUDED FROM CONTRACT:**

No officer, agent or employee of the District shall be permitted any interest in the contract.

**6. RESERVATIONS:**

The Board of Directors of School District No. 1, Multnomah County, Oregon, expressly reserves the following rights:

- A. To reject all bids.
- B. To waive any or all irregularities in bids submitted.
- C. To consider the location of contractor's bulk fill site as it may result in an increased hauling cost for District vehicles.



**INSTRUCTION TO BIDDERS: continued**

- D. In the event two or more bids shall be for the same amount, to make the award of the contract by drawing of lots or otherwise as it deems appropriate.
- E. In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory Performance Bond within the time and in the manner hereinabove specified, to re-award the contract to other bidder or bidders.

**7. ACCEPTANCE OF CONDITIONS:**

Each bidder, by the submission of a bid, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

**8. INTERPRETATION OF SPECIFICATIONS:**

Only the Board of Directors of the District has authority to place any interpretation upon the specifications. Any interpretation, either verbal or written, attempted to be placed thereon by any other person will not be binding upon the District.

**9. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT:**

By submitting this bid, the bidder certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations along with City of Portland Ordinances concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District or other contracting agency upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

**10. NOTICE TO FOREIGN CONTRACTORS:**

The attention of all contractors who are not domiciled in or registered to do business in the State of Oregon is called to the following provisions of the Oregon Revised Statutes:

ORS 279.021 - "Where a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment of a public contract."

For purposes of this subsection, a foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.

**INSTRUCTION TO BIDDERS:** continued**FEDERAL, STATE AND LOCAL STATUTES OR REGULATIONS:**

All services, material and/or equipment delivered to the District shall conform to all applicable requirements of federal, state and local laws, regulations, and/or ordinances. Contractor must obtain and keep current all permits and licenses necessary to perform work under this contract.

(SIGNED) MICHAEL J. HUTCHENS, DIRECTOR OF PURCHASING  
 School District No. 1J  
 Multnomah County  
 Blanchard Education Service Center  
 501 N. Dixon Street  
 Portland, Oregon 97227

**GENERAL CONDITIONS:****PROTECTION OF PROPERTY:**

1. Following generally accepted safety practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and will not be limited to normal working hours.

Contractor shall defend and hold harmless District, and any other entity using this contract, from claims arising from contractor's performance of this contract which claims shall include, but not be limited to, contractor and District employees; damage to property including contractor's property; and claims made pursuant to ORE Chapter 656.

The public entity, its officers, employees, agents or governing body shall not be responsible or accountable in any manner for any loss or damage that may happen to the work or any part of it, for any material or equipment used in doing the work, for injury or damage to any person or persons (either employees or the public) or for damage to adjoining property from any cause at all.

The Contractor shall defend, indemnify and save harmless the public entity, its officers, employees and agents, the governing body from any suits, claims, or actions brought by any person or persons for or because of any injuries or damages sustained or arising in the performance of the work or in consequence of it.

**2. INSURANCE:**

At all times during the performance of the work, the contractor shall carry workers' compensation and liability insurance. Liability insurance shall cover all operations of the contractor and sub-contractors in connection with the work, including motor vehicle operation, with the endorsement attached thereto, in form, with a company or companies approved by the District and with limits of coverage not less than those hereinafter set forth. No work shall be performed until certificates evidencing such insurance have been delivered to and approved by the District.

\$10,000,000 one person  
 \$10,000,000 one event  
 \$ 5,000,000 property damage

**GENERAL CONDITIONS: continued**

The company with which such insurance is placed must be rated at least "A" by "Best" and be registered with the Oregon Insurance Commission. The successful contractor shall file a certificate of insurance with endorsement approved by the District with the District Student Transportation Department, and shall maintain in force such certificate(s) of insurance at all times during the life of the contract. Certificate(s) shall be reviewed annually and be filed with the District Student Transportation Department on or before July 1 each year. The certificate(s) of insurance shall carry an endorsement provided by the District.

**3. NON-ASSIGNABILITY:**

Contractor will be selected based partially on skill and experience. Neither the contract nor any interest of the contractor therein shall be transferred by either assignment, subcontract, or operation of law to any other person or persons without the prior written consent of the District.

**4. SUBCONTRACTORS:**

- A. All subcontractors shall be subject to the approval of the District.
- B. The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions to the same extent as for the acts and omissions of persons directly employed by the contractor.
- C. The contractor shall bind every subcontractor to the terms of the contract.
- D. Nothing contained in the contract documents shall be constructed to create any contract between the District and any subcontractor.

**5. DELAYS AND EXTENSIONS OF TIME:**

Time is of the essence in the Contract. Failure by Contractor to timely supply an adequate quantity of fuel to serve District needs in tanks at delivery site shall constitute grounds for termination. Election by District to not exercise this right shall not constitute a waiver of the District's rights as to that or future violations.

**6. DELIVERY AND PAYMENT:**

Delivery shall be made to the bulk propane storage tank located at: Laidlaw Transportation, 6755 N.E. Columbia Blvd., and other sites specified in Purchase Order. Delivery ticket must be presented at time of delivery at point of delivery. Tanker must be equipped with unloading capabilities unless installed at site by contractor.

At District option, propane may be received by District into a bulk carrier at bulk fill site or into vehicles at contractor's "key lock" fill sites, if any. (See also paragraph 8 below and bid proposal on Page 10. Note that paragraphs 6 and 8 provide District with alternate methods of receiving propane. District will elect method to be used within ten days of contract date.)

**GENERAL CONDITIONS: continued**

In other than "keep full" the successful bidder shall furnish such materials as ordered within forty-eight (48) hours (two working days) after such order has been given. If the successful bidder cannot furnish or deliver such propane as specified, the District/City reserves the right to purchase the needed materials on the open market and the increase in cost to the entity, due to such purchase on the open market, will be deducted from the amount due the successful bidder for other propane that he may have furnished or will furnish.

"Keep full" service may be authorized by the District or other users of this contract.

Payment by District will be made ordinarily within fifteen (15) days of: (1) receipt by District's Business Office of documentation of receipt and acceptance and, (2) receipt in the District's Business Office of the vendor's invoice.

Monthly payments by the City, based upon invoice submitted by the Contractor, will be made for services rendered. The contractor shall submit the invoices to the various Bureaus that are in charge of propane tanks.

Maintenance Bureau - 2929 N. Kerby Ave., Portland, Oregon  
 Parks Bureau - 6437 SE Division, Portland, Oregon  
 Water Bureau - 1900 N. Interstate, Portland, Oregon  
 Communication Services - 1120 SW 5<sup>th</sup> Ave. Rm. 1204, Portland, Oregon

Material Safety Data Sheets (MSDS) must be provided to each location that receives products under this contract.

7. A Pre-Bid Conference will be held at 9:00 A.M., April 23, 1997 in the Board Room of the Blanchard Education Service Center, 501 N. Dixon Street, Portland, Oregon. All interested parties are invited to attend and bidders are requested to attend.
8. Contractor shall maintain during the term of this contract a propane bulk filling site capable of dispensing up to 3,500 gallons at not less than 80 gallons per minute. Locations of bulk filling site shall be shown on bid and will be taken into consideration in bid award. If the dispensing system is not equipped with a temperature compensated meter, District may document quantity received by weight tickets. The location of the bulk fill site shall be shown on the bid.

9. **FORCE MEASURE:**

It is agreed by the parties that in the event the contractor is unable to provide propane as herein specified because of Acts of God, fire, riot, war, picketing, civil commotion, strikes, labor disputes, or any other similar condition, commandeering of materials, products, plants or facilities by the government, the District may, at its option, excuse the contractor from performance hereunder, and at its option cancel this contract, when satisfactory evidence thereof is presented to the District; provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

**GENERAL CONDITIONS:** continued**10. OTHER GOVERNMENT AGENCY PARTICIPATION:**

Pursuant to intent of Oregon Statutes and Portland Public School purchasing program, any publicly funded City, County, District, Agency or similar entity will have the authority to purchase goods/services directly from Contractor under the terms and conditions of this contract provided that said entity has on file with the District any signed intergovernmental agreement(s) that may be required by Oregon Statute.

Multnomah County School District No. 1 is a supporting member for the Intergovernmental Cooperative Purchasing Group, a committee of the Columbia Chapter of The National Institute of Governmental Purchasing. Most of the largest public purchasing entities in the area are represented in the Association. Members share information regarding contracts which are available for utilization. The District cannot commit to purchase on behalf of any other party. Volumes showing in this document are estimates of the District's and City of Portland's usage. However, other public entities may elect to purchase from Contractor without further bidding under the terms and conditions of this contract.

Any contracting, ordering, billing and problem resolution will take place directly between contractor and such entity.

Contractor will provide a listing of agencies utilizing this provision, product usages, and corresponding annualized dollar volume upon request of Portland Public Schools.

The City of Portland has expressed an interest in utilizing this contract. Therefore their approximate annual usages and tank locations are included.

**SPECIFIC SPECIFICATIONS:**

In addition to the preceding General Instructions to Bidders and General Conditions, the following special instructions shall apply:

1. This bid is for furnishing Propane HD-5 to be used by the District and its contract carrier for School Years 1997-98 through 2002-2003. Additionally, other governmental offices including the City of Portland may purchase propane using this contract.
2. Propane furnished under this contract shall meet American Gas Association's specifications for HD-5.
3. The approximate needs stated herein are estimated and are used for bidding purposes only. Approximate needs shall not be considered to state either a maximum or minimum quantity.

In the event of strike or civil condition or failure or tax on state or federal revenue to District or change in laws, any of which are beyond the control of the District, results in curtailing the Student Transportation operation, these estimates are invalid.

**SPECIFIC SPECIFICATIONS:** continued

4. The District anticipates using over 1,000,000 gallons of propane per year. The City of Portland anticipates using 48,000 gallons per year. Vendor will provide District this propane, and allow any other public entity in the Greater Portland Area to purchase propane on this contract at the same terms, conditions, and marginal pricing rates. The quantity sold to the other entities will increase the need under this contract.

District may unilaterally terminate this contract if it determines that contractor's pricing is not competitive with the volume propane market in the Portland area. This option to terminate may be exercised by 30 days written notice of contract.

5. The successful vendor shall place the District on "keep-full" or "never out" program. The vendor shall analyze the demand and estimated demand of the District and its contractor in order to arrange for timely delivery that will not interfere with operations.
6. The price quoted for fuel and appropriate fuel taxes shall include delivery and placement in the storage tank. Bidder shall provide a separate, detailed listing of monthly lease/rental rates for storage tanks/fueling facilities.

7. **PRICE ADJUSTMENT CLAUSE:**

The price for fuel bid herein shall be firm for thirty (30) calendar days from the date of execution of the contract excepting decreases, which shall be passed through in total. After that time, the propane shall be priced as follows:

**PRICE:**

The price paid to contractor for fuel delivery in a calendar month shall be an average determined as follows:

- (A) Price paid for fuel at gas field distribution point or refinery:

---PLUS---

- (B) Freight:

---PLUS---

- (C) Car fee, if any:

---PLUS---

- (D) Markup bid for all other costs including profit:

---EQUALS---

- (E) Price paid by District per gallon:

---PLUS---

- (F) Appropriate pass thru fuel taxes, if any.

**SPECIFIC SPECIFICATIONS:** continued

- A. Price paid for fuel at gas field distribution point or refinery is the average net cost per gallon in U.S. currency to contractor after all deductions for taxes not paid by District, rebates, and all other adjustments and/or benefits that tend to reduce the actual cost of fuel to the contractor. The average per gallon shall be determined by dividing the net cost for all propane purchased and received for distribution by contractor in the Portland Metropolitan Area in the preceding calendar month by the number of gallons so purchased and received.
- B. Freight is the average net price actually paid for transport per gallon by contractor for rail or water freight from gas field distribution point to Portland truck unloading point after deduction for taxes not paid by District, rebates and all other adjustments and/or benefits that tend to reduce the actual cost of fuel to the contractor. The average cost per gallon shall be determined by dividing the net cost for all freight included for the month as described in Paragraph (1) above divided by the number of gallons transported. The cost of freight by truck may be used in the event that rail strike or other cause not peculiar to contractor prevent rail transport or if truck transport results in a lower total fuel cost.
- C. Car fee is the net fee, if any, paid by contractor for use of the tank car not owned by contractor by which fuel is transported and freight is charged for the month pursuant to paragraph (2) above.
- D. Markup is the price bid to cover all other costs including, but not limited to, local transportation, management, taxes, profits, etc. (note that District is not subject to certain fuel taxes.)
- E. Price is the total per gallon amount the District will pay and is the total compensation, except pass thru motor vehicle taxes, which the contractor shall receive under this contract for all services and fuel received by the District except as specifically provided herein. The price so determined from data for a particular month shall be the price for the following month. The pricing data shall be collected, computed and forwarded to District by the tenth of the month following the month from which the data is collected.
- F. Appropriate motor fuel taxes levied by the State of Oregon and Multnomah County. Fuel taxes must be invoiced separately and applied only to fuel dispensed into on road motor vehicles; i.e., the bulk tank at the Laidlaw site and/or the districts bob-tail filler truck. Pass thru taxes for propane used as motor fuel may be added on a per gallon basis to each invoice.

Contractor may invoice twice monthly. Invoices shall be presented to the Transportation Department as follows:

1. Propane delivery through the 15th of the month shall be invoiced on the 20th of the month at the estimated monthly price. District will approve for payment ordinarily on or before the tenth of the following month.
2. Invoice shall be presented by the tenth of each month following month of service for approval of payment ordinarily on or before the 25th of the month. Invoice shall be for the total propane delivered during the preceding month times the price less the amount approved by District for payment on the mid-month (20th) invoice.

All information supplied as the basis for billing shall be subject to audit and adjustment within three (3) years following termination of this contract.

**SPECIFIC SPECIFICATIONS:** continued

8. Only at the end of each school year may negotiations take place for increases or decreases in the markup paid to contractors due to changes in the cost of doing business.
9. Contractor one time only shall provide each using entity not fewer than four hours training to drivers and other interested parties on the general aspects of propane safety, including filling, burning characteristics, etc. Training for the school district shall be coordinated through the Student Transportation department.
10. All training sessions shall be scheduled at the mutual convenience of the entity and vendor.
11. With this bid, contractor must state his weighted average cost (price + freight + car fee as defined in Item (7) for the month of April 1997. District will treat this information as a trade secret and will not release it to other bidders.
12. Contractor shall provide, if needed, during off hours or at a mutually convenient time a bob-tail filler truck with driver (Driver cost at union rate or less) for emergency back-up for District filler vehicle. Cost to District shall be driver cost plus \$25.00/hour for vehicle use.
13. Contractor shall lease to Laidlaw Transportation, Inc. at price stated in bid an installed propane fuel tank of not less than 18,000-gallon capacity equipped with four temperature-compensated metered vehicle fueling stations and one bulk dispensing station capable of supplying not less than 80 gallons per minute which needs to be metered. Location will be at 6755 N.E. Columbia Blvd. Electricity will be supplied by Laidlaw Transportation, Inc. to contractor's specifications.

Contractor shall supply and maintain a 1,000 gallon tank, with pump and 3/4" meter, at Skyline School (11536 N.W. Skyline Blvd., Portland, Oregon 97231) and one 500 gallon tank, with pump, at the Blanchard Education Service Center (401 N. Dixon Street, Portland, Oregon 97227).

Additionally, contractor shall supply and maintain 1000 gallon tanks without pumps at the following City of Portland locations and fill 500 gallon and/or 1000 gallon city owned tanks at the locations indicated.



CITY OF PORTLAND  
CURRENT TANK REQUIREMENTS

<u>BUREAU &amp; LOCATION</u>	<u>TANK SIZE</u>	<u>TANK &amp; EQUIPMENT</u>	
		<u>Vendor Furnished</u>	<u>City Owned</u>
<u>WATER QUALITY LABORATORY</u>			
At Bull Run Headwork Call first 668-6634	1,000 Gal.	X	
<u>BUREAU OF PARKS</u>			
6437 SE Division St	1,000 Gal.	X	
East Delta Park 10910 N. Denver	1,000 Gal.	X	
<u>BUREAU OF MAINTENANCE</u>			
3150 N. Mississippi	1,000 Gal.	X	
9646 NE 33 <sup>rd</sup> Dr.	1,000 Gal.	X	
<u>BUREAU OF GENERAL SERVICES</u> <u>COMMUNICATION SERVICES</u>			
Council Crest Park 3405 SW Council Crest Dr.	1,000 Gal.		X
Police Property Warehouse 1128 SW 17 <sup>th</sup> Ave.	500 Gal.		X
Look Out Point 5200 Transmission Tower Rd.	1,000 Gal.		X
Mt. Tabor Top of Mt. Tabor	500 Gal.		X
Mt Scott 10999 SE Ridgeway Dr.	1,000 Gal.		X
Forrest Park 9310 NW Skyline Blvd.	1,000 Gal.		X

**SPECIFIC SPECIFICATIONS: (Cont.)**

This storage dispensing capability shall be bid by each bidder as an alternate available from the successful bidder only at the District's option. Lease price may be considered in evaluating bids.

District and Laidlaw sites will be available for contractor tank installation July 5, 1997, with installation to be completed prior to August 28, 1997. During this period of time, contractor must arrange to provide Laidlaw with sufficient propane to meet its needs.

14. If contractor provides propane to other governmental entities not listed under this contract, the individual agencies shall be required to negotiate rental of tank, destination transportation charges and support equipment prices as necessary.
15. Bidder must complete EXHIBIT A in order to be considered for award.

PROPOSAL

MAXIMUM PRICE TO DISTRICT PER GALLON FOR PROPANE FOR FIRST 30 DAYS BASED ON MAY PRICES AND IN ACCORDANCE WITH STATED PRICING FORMULA.

- |    |                                     |                  |
|----|-------------------------------------|------------------|
| A. | DELIVERED TO LAIDLAW TRANSPORTATION | \$ <u>0.5135</u> |
| B. | AT BULK FILL OR KEY LOCK SITE       | \$ <u>0.5135</u> |
| C. | BOB-TAIL DELIVERY TO VARIOUS SITES  | \$ <u>0.663</u>  |
| D. | TRANSPORT DELIVERY TO VARIOUS SITES | \$ <u>0.5135</u> |

MARK-UP CHARGED FOR ALL OTHER PROPANE.

See Definition, Paragraph 7, Pages 8 and 9

- |    |                                     |                  |
|----|-------------------------------------|------------------|
| A. | DELIVERED TO LAIDLAW TRANSPORTATION | \$ <u>0.0420</u> |
| B. | AT BULK FILL OR KEY LOCK SITE       | \$ <u>0.0420</u> |
| C. | BOB-TAIL DELIVERY TO VARIOUS SITES  | \$ <u>0.1920</u> |
| D. | TRANSPORT DELIVERY TO VARIOUS SITES | \$ <u>0.0420</u> |

MONTHLY LEASE COST OF DISPENSING FACILITY AS DESCRIBED  
IN PARAGRAPH 13, PAGE 10

- |                                |                   |
|--------------------------------|-------------------|
| 18,000 GALLON TANK             | \$ <u>N/C</u> /MO |
| 1,000 GALLON TANK WITH METER   | \$ <u>N/C</u> /MO |
| 1,000 GALLON TANK WITHOUT PUMP | \$ <u>N/C</u> /MO |
| 500 GALLON TANK WITH PUMP      | \$ <u>N/C</u> /MO |

APPROXIMATE USAGE YEARLY: 1,048,000 GALLONS

DELIVERY TO BE BASED ON A "KEEP FULL" BASIS

AWARD WILL BE BASED UPON LOWEST "MARK-UP" WITH CONSIDERATION GIVEN TO CONTRACTOR STATED LAID-IN COST, MEETING SPECIFICATIONS, LOCATION OF BULK FILL SITE, AND LEASE COST OF DISPENSING FACILITY.

**PROPOSAL:** (page 2)

CONTRACTORS WEIGHTED AVERAGE COST (SEE PARAGRAPH 11, PAGE 9) AS OF  
5-6-97 IS 0.3956  
State Amount

AT PUGET SOUND REFINERY  
State Facility Location

LOCATION OF BULK FILL SITE: 5901 NE 87<sup>th</sup>  
Portland OR 97220  
\_\_\_\_\_

CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION  
PRIOR TO OR AT BID OPENING, UNDER SEPARATE, SEALED COVER

PORTLAND PUBLIC SCHOOLS  
PORTLAND, OREGON

PROPANE PROPOSALS  
RESPONSIVENESS QUESTIONNAIRE/SUBMITTAL CHECKLIST

**INSTRUCTION TO BIDDERS:**

The information provided herein will be used to determine whether bidder has the capability and expertise to provide propane. The questionnaire must be filled out accurately and completely. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved. The information contained in the questionnaire will remain confidential.

**NOTE:** IF INFORMATION IS ATTACHED, PLEASE SIGN EACH PAGE AND IDENTIFY THE QUESTION TO WHICH YOU ARE RESPONDING.

**THIS COLUMN FOR  
DISTRICT USE ONLY**

**I. GENERAL BUSINESS HISTORY**

- |    |  |                    |
|----|--|--------------------|
| A. | Name of Business:  | Yes _____ No _____ |
| B. | Is the above named business a subsidiary of larger business organization?<br>Yes _____ No _____ If yes, please provide the name and address of the parent organizations and the names of all owners or officers of such parent entities. |                    |
| C. | Type of organization (i.e., sole proprietorship partnership, corporation). Include a brief narrative history of the business and business operations.  | Yes _____ No _____ |
| D. | Name(s) of principals (i.e., owner or partners, corporate officers, managerial personnel).   | Yes _____ No _____ |

**PROPANE PROPOSALS  
RESPONSIVENESS QUESTIONNAIRE/SUBMITTAL CHECKLIST**

- E. Have you or any of your principals declared bankruptcy, been ordered into involuntary bankruptcy or receivership in any business operations at any point over the last fifteen (15) years? Yes\_\_\_\_ No\_\_\_\_. If yes, please provide details as to where and when and the current statues of such matters.
- F. Is your company, any of its principals, or key managerial personnel currently involved in any criminal investigation, or persecution or civil litigation arising out of business operations, anti-trust or other governmental litigation or investigation: Yes\_\_\_\_ No\_\_\_\_ If yes, please provide details as to each such matter.

**II. COMPANY INFORMATION**

- A. Identify primary storage facility, complete with location and size of storage. Yes\_\_\_\_ No\_\_\_\_
- B. Identify back up storage facility, complete with location and size of storage. Yes\_\_\_\_ No\_\_\_\_
- C. Identify your capability to provide fuel at times other than normal business hours. Include the telephone number of any emergency after hours service provided. Yes\_\_\_\_ No\_\_\_\_
- D. Identify the type of and sizes of carrier transportation available to service this contract. Please identify whether the equipment is owned, leased or contracted. Yes\_\_\_\_ No\_\_\_\_
- E. List not more than three installations that your company has installed and serviced in the Pacific Northwest. Yes\_\_\_\_ No\_\_\_\_
- F. List as references not less than three large accounts that you now or have serviced by transport carrier. Yes\_\_\_\_ No\_\_\_\_

The undersigned hereby proposes to furnish, within the time specified, the several items hereinbefore listed, to be delivered in accordance with foregoing specifications hereto attached, for the amount set opposite each item.

BIDDER'S EMPLOYERS SOCIAL SECURITY IDENTIFICATION NUMBER: FED. I.D. 22-341-0352

**EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT:**

By submitting this bid, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

Bidder Acknowledges Receipt of Addendum No's. 1 through 1 inclusive.

ARE YOU A RESIDENT BIDDER OF THE STATE OF OREGON? i.e. HAVE YOU PAID UN-EMPLOYMENT OR INCOME TAXES IN OREGON DURING THE PRECEDING TWELVE (12) CALENDAR MONTHS AND DO YOU HAVE A BUSINESS ADDRESS IN OREGON? YES ✓ NO         
(Ref. ORS 279.029 (6)(b)) IF NO, GIVE YOUR PRIMARY OUT OF STATE BUSINESS ADDRESS.

**SIGNATURE FOR INDIVIDUAL**

Street Address \_\_\_\_\_  
Phone \_\_\_\_\_ Zip Code \_\_\_\_\_ Signature of Individual \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

**SIGNATURE FOR PARTNERSHIP**

Name of Partners:

Brian Amstrong

\_\_\_\_\_  
Name of Partnership

By B. Amstrong CS MAINTENANCE  
Signature of One Partner

Street Address \_\_\_\_\_  
Phone \_\_\_\_\_ Zip Code \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

**SIGNATURE FOR CORPORATION**

Street Address \_\_\_\_\_  
Phone \_\_\_\_\_ Zip Code \_\_\_\_\_ Corporate Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_

By \_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Officer or Title of Officer or Agent

Are you domiciled in or registered to do business in the State of Oregon?

Please check appropriate space: YES ✓ NO        (Ref. ORS 279.021)

FAX NO. 360-576-4858 TOLL FREE NO. (If available) 800 337-7740

## PORTLAND PUBLIC SCHOOLS PROPANE PROPOSAL RESPONSIVENESS QUESTIONNAIRE

A. SUBURBAN PROPANE LIMITED PARTNERSHIP.

B. NO

C. LIMITED PARTNERSHIP ..... COMPANY FOUNDED IN 1920 AS SUBURBAN PROPANE CO. LATER BECAME A DIVISION OF NATIONAL DISTILLERS AND CHEMICAL. IN ABOUT 1985 THE NAME WAS CHANGED TO QUANTUM CHEMICAL CORP, THEN IN 1996 WENT ON THE NEW YORK STOCK EXCHANGE AS SUBURBAN PROPANE L. P. AND ARE PRESENTLY ON THE WEB-SITE AS. [HTTP://WWW.SUBURBSNPROPANE.COM](http://WWW.SUBURBSNPROPANE.COM)

D. MARK ALEXANDER PRESIDENT CEO  
DAVE FEHELEY SR. VP OPERATIONS  
KEVIN MCIVER VP SECRETARY TREASURE  
TONY SIMONOWICZ CFO

E. NO BANKRUPTCY

F. FED. I.D. 22-341-0352

### COMPANY INFORMATION

A. ARCO REFINERY CHERRY POINT, WA. TEXACO FERNDAL, WA  
TEXACO ANACORTES, WA. SHELL ANACORTES, WA TOSCO  
FERNDAL, WA. CANADIAN SUPPLY SUBURBAN PROPANE 23M  
STORAGE ELK GROVE, CA.

### B. BACK UP STORAGE

5901 NE 87th. Portland, or. ....	48,000 gallon storage W/ keylock pumps 95
1. 10075 SW Cascade Blvd Tigard, Or. ....	90,000 gallon storage
2. Washougal industrial yard.....	60,000 gallon storage
3. 1303 Mc Loughlin Blvd. Vancouver, Wa.....	77,000 gallon storage
4. Hwy 99w Canby, Or .....	60,000 gallon storage
5. Elk Grove, Ca.	23,000,000 gal storage

**TOTAL    23,335,000 gal. storage**

C. Wholesale fuel (800) 337- 7740 Dispatch Houston, Tx. (800) 662-2604  
Bobtail (503) 639-8691 24 hr. on call

D. Truck and Trailers pay load approx. 10,000 gallon



## Suburban Propane owned Suburban Propane Employees

E. Evergreen School Dist. Vancouver, Wa.  
Iseli Nusery Boring, Or.  
Van Batavia Farm Pasco, Wa

F. All American Propane Yakima, Wa.  
Vander Yacht Propane Lynden, Wa.  
Evergreen School Dist. Vancouver, Wa.

# **ORDINANCE No.**

**17 1385**

**\*Authorize the purchase of propane gas through the Portland Public Schools Price Agreement for an estimated total amount of \$30,000 annually for a period of five years and provide for payment (Ordinance)**

**The City of Portland Ordains:**

**Section 1. The Council finds:**

1. Various bureaus have identified a requirement for propane gas.
2. The Bureau of Purchases, in cooperation with a consortium of 39 local government entities, has established an Intergovernmental Cooperative Purchasing Program to take advantage of quantity discounts which has resulted in lower prices to the City of Portland.
3. Portland Public Schools has entered into a contract with Suburban Propane to furnish propane gas.
4. Portland Public Schools allows local governments to directly purchase propane gas under this contract.
5. ORS 279.150, as amended by SB1130 Section 21(1)(g), permits local governments to use the bids of other public agencies.
6. After analysis of the current market pricing, it has been determined that the Portland Public Schools Price Agreement is most advantageous to the City.
7. A separate contract will be prepared authorizing purchase of propane gas at the prices offered to Portland Public Schools.
8. Funds for this purchase have been budgeted and are available.

**NOW, THEREFORE, The Council directs:**

- a. The Mayor and the Auditor are authorized to execute a contract with Suburban Propane for furnishing propane gas supplies for a period of five (5) years in accordance with the Portland Public Schools specifications as authorized by ORS 279.150.
- b. The Mayor and the Auditor are authorized to draw and deliver warrants chargeable to the appropriate budget when demand is presented and approved by the proper authorities.