

**INVITATION TO BID**

***PROPANE  
2025-2026 & 2026-2027 SCHOOL YEAR  
(Multi-Year Bid)***

Submission Deadline: September 9, 2025, at 1:00 P.M. Mountain Time  
Fremont County School District 2 (FCSD2)  
Attn: Amanda Ysen, Business Manager  
P.O. Box 188/700A N. 1<sup>st</sup> Street  
Dubois, WY 82513

Purchasing Contact: Amanda Ysen, Business Manager  
Phone: 307-455-5542  
Email: [aysen@fremont2.org](mailto:aysen@fremont2.org)

\*Please reference the bid title in the subject line of all emails.

Sealed bids will be opened and publicly read on September 9, 2025 at 1pm. Vendors who are interested in the bid opening are welcome to attend. The bid opening will be held in the Administration Office Board Room located at 700A N. 1st Street, Dubois, Wyoming.

The bidding documents contained with this bid packet are as follows:

- Bidder Certification
- Bidders' Certification of Residency
- General Bidding Conditions
- Special Bidding Conditions Specifications
- Bid Forms

\*\*Bid packets related to the specifications and instructions are located on FCSD's website located at [https://www.fremont2.org/Business\\_Services](https://www.fremont2.org/Business_Services) under Open Bids & RFP's.

**FREMONT COUNTY SCHOOL DISTRICT NO. 2**  
**BID CERTIFICATION**

Fremont County School District No. 1  
Attn: Amanda Ysen, Business Manager  
"Fuel Bid"  
PO Box 188  
Dubois, WY 82513

To Whom It May Concern:

Having carefully examined the specifications and instructions provided by the School District,  
I hereby certify that I have received, considered, and complied with all items listed below.

- ☐ Invitation to Bid
- ☐ Bid Certification
- ☐ Bidder's Certification of Residency
- ☐ General Bidding Conditions
- ☐ Special Bidding Conditions
- ☐ Bid Form

**Submitted By:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FREMONT COUNTY SCHOOL DISTRICT 2**  
**BIDDER'S CERTIFICATION OF RESIDENCY**

This certification of residency is to be filled out only by bidders who are asserting that they are residents of the State of Wyoming as defined for bidding purposes by Wyoming Statute 16-6-102.

This document must be completed if any bidder is to receive a "Resident" preference as defined in the Wyoming Statutes and the General Conditions governing bidding with Fremont County School District 2.

The Undersigned bidder certifies under penalty of perjury that he is a "Resident" of Wyoming as defined in Wyoming Statute 16-6-101.

Check one of the following:

☐ Individual   ☐ Partnership or Association   ☐ Corporation

Business Name: \_\_\_\_\_

Date of Incorporation (if applicable): \_\_\_\_\_

Primary Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **FREMONT COUNTY SCHOOL DISTRICT NO. 2**

### **GENERAL BIDDING CONDITIONS**

THE FOLLOWING GENERAL BIDDING CONDITIONS WILL GOVERN THIS BID OR RESPONSE TO THE REQUEST FOR PROPOSAL:

1. All bids are to be on the forms furnished by the School District and submitted in a sealed envelope marked as instructed in the Invitation to Bid.
2. All bid prices shall be figured FOB our office at 700 N. First Street, Dubois, Wyoming, 82513, or the point of designation named in the SPECIAL BIDDING CONDITIONS.
3. All bid forms must be signed.
4. Bids that are received after the specified bid deadline outlined in the Invitation to Bid will be returned to the bidder unopened. If the deadline was missed due to incorrect handling by the district, the bid may be considered alongside those that officially met the deadline. All bidders present at the bid opening will be notified.
5. FCSD2 will score bids based on the following information: two-year pricing provided (10 pts), vendor's ability to service – technician located in Dubois and if not, the timing of service to travel to Dubois (15 pts), WY resident paperwork filled out (5 pts), provide pricing for FCSD2 employees (5 pts), and cost-effectiveness (5 pts) – for a total of 40 pts.
6. Tie bids will be awarded to the bidder who, at the discretion of the Business Manager, can provide the best service and/or product.
7. If a mistake is discovered in the bidding after the opening of the bid, the only relief provided is at the discretion of the Business Manager or her designee.
8. FCSD2 Employee vendor discounts are encouraged. Please list this information in the bid.
9. Vendors' discounts are encouraged; however, the offered discount will be used in determining the net bid only if the discount offered is clearly stated on the formal bid document before the bids are opened.
10. The district reserves the right to accept or reject any or all bids and does not bind itself to accept the low bid, but rather the lowest responsible bid that is felt to be in the best interest of the district. The lowest responsible bid is the bid that, in the best judgment of the Business Manager or her designee, has most completely complied with the conditions outlined in the bidding documents at the most favorable price and under circumstances that support a conclusion that the bidder is responsible for and can complete the project on time, on budget, and in a satisfactory manner based upon the bidder's experience and history with the District and other entities with whom the bidder has contracted. Failure of the vendor to provide adequate products or services on prior

occasions may be considered in determining if the bidder is a responsible bidder.

11. Quotations or bids are to be for the items specified by the School District. Items may be described by detailed specifications or by the listing of brand names and numbers. If bids are submitted for items that are considered of equal quality by the vendor, this information must be noted on the bid form by writing in the brand name and number of the item being substituted. Detailed specifications and other printed material must accompany the bid so that the district may evaluate the item to determine if it is of equal quality. Failure to submit information on a material bid, but not specified, may result in the item or bid being rejected for lack of information. The final determination of any "or equal" items will be made by the Business Manager or his designee. Should items be represented as being of equal quality, but it is determined upon receipt by the district that they are not, the items will be returned, freight charges collect, to the vendor.
10. **Prices are to be without the State of Wyoming and Federal Excise Tax. Vendor discounts should not include state or federal tax. FCSD2 is tax-exempt.**
11. Erasures on the bid forms are not acceptable. If necessary, to make corrections before the bid is submitted, strike out or draw a line through the incorrect price and write the correct price above. Any changes must be initiated by the vendor.
12. A vendor may be removed from the vendor mailing list if they have not submitted bids to the district on two consecutive invitations, or if their previous performance for the district has been unsatisfactory. To ensure that you remain on the vendor list even though you may not wish to bid on the automatic invitation, simply return the bid invitation as a "no bid," and the Business Department will consider this as a bid response and keep your name on file for future bids. All vendors may bid without regard to whether or not they are on the vendor mailing list.
13. All members of the Board of Trustees or employees of the district shall declare each year, or whenever the occasion may arise, if their interests change throughout the year, any interest that may place them in a conflict where District business is concerned.
14. Vendors requesting a bid tabulation will be able to study the bids after they are opened and read in an area assigned by the Business Office. The district is not responsible for making copies of bids if requested by vendors. The tabulations are to be kept on file in the Business Office for public viewing for one year.
15. Bid awards and all other purchases shall be made by executing a numbered purchase order or written contract. These two methods are considered the only binding documents under which the Board of Trustees will pay for goods and services.
16. When determined necessary or appropriate by the District, the District may negotiate unexpected changes to the project with the vendor awarded the bid.
17. All purchase orders must be invoiced separately, with no deviation from items bid or changes in the price unless otherwise consented to in writing by the School District. A

purchase order will be treated as an official contract between the district and the vendor.

18. The School District reserves the right to select any one item or all items bid by any vendor, any bid, unless the bid is marked by the district as an "all or none" bid.
19. Should changes in the requirements of a bid be necessary after the bid documents are already in the hands of the vendors, the Business Office shall issue an addendum in writing to all bidders who received the original invitation for the bid.
20. The Business Office will notify only the successful bidder concerning the bid award.
21. The District will attempt to be fair and equitable to all vendors. Should a bid be disputed for any reason, the vendor shall attempt to resolve the dispute through a verbal discussion with the Business Manager. Should this not resolve the problems, the vendor, bidder, person, or entity may file a protest with the district relating to a bid, contractual, or administrative issue. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Coordinator of Business Services/Business Manager no later than three (3) business days after the date of the bid award or notice of unsuccessful bid or for contract or administration protests, within three (3) days of the incident giving rise to the protest.

The district will investigate the basis for the protest and analyze all facts. The district will notify the bidder/contractor of the evidence found as a result of the investigation, allow the bidder/contractor to rebut such evidence, and permit the bidder/contractor to present any evidence that the bid and/or contract award or the administration of the contract was done in an unfair or biased manner. If necessary, the district will then hold an informal hearing before the School Board, which will include the Superintendent and Coordinator of Business Services/Business Manager, who will present information in response to the protest. The district will issue a written decision within fifteen (15) business days following receipt of the protest unless factors beyond the district's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by the district. A copy of this decision will be furnished to the protestor and any other parties affected.

22. Every vendor MUST complete and return with their bid a copy of the BIDDERS CERTIFICATION FORM. This form will certify that the vendor has complied with the bidding documents. The District CERTIFICATION FORM MUST ALSO ACCOMPANY YOUR BID. FAILURE TO INCLUDE THESE FORMS WITH YOUR BID WILL AUTOMATICALLY DISQUALIFY YOUR BID.
23. Unit prices must be extended on the Bid Form if more than one unit is requested. Failure to extend unit prices may result in the disqualification of your bid. In the case of a discrepancy between the unit price and the extension, the unit price will be considered correct as the bid price.
24. "If at any time the successful bidder fails to comply with the bid specs or provides products or services that are deemed unsatisfactory or otherwise fails to charge the

district appropriate costs and prices and provide appropriate discounts, at the discretion of the district reserves the right to immediately terminate its agreement with the successful bidder. In that event, the district shall have the right to re-bid the product and/or services being requested, in which event the bid awardee with whom the district has deemed it appropriate to terminate, will not be eligible to re-bid the services and/or products being requested by the School District.”

For bids and responses to proposals for non-school food service items and/or that are being purchased with non-federal school district funds wherein Wyoming preference applies, the bid or proposal must also meet the following conditions:

- (1) The bidder must return the Certificate of Residency form and designate the bidder as either a “resident” or “non-resident”.
- (2) “Resident” bidders will be as defined by W.S. 16-6-101. This form must be signed and returned with the bid.
- (3) For any bid for the construction, major maintenance, or renovation of any school structure or for making any addition thereto or for any public work or improvement, the bid shall be awarded if an advertisement for bid or request for proposal is not required, to a resident of the state. If an advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid if the certified resident’s bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder. Wyoming-made materials and products and Wyoming suppliers of products and materials of equal quality and desirability, shall also be given preference over materials or products produced or supplied outside the state. This preference shall be applied in the same manner as the preference applicable to construction and/or improvements to school buildings.

END OF GENERAL CONDITIONS

## FREMONT COUNTY SCHOOL DISTRICT 2

### SPECIAL BIDDING CONDITIONS

THE FOLLOWING SPECIAL BIDDING CONDITIONS WILL GOVERN THIS BID:

1. Bid is for **Cost Plus Price Fixed Margin Over Cost** for an estimated (average annual usage) of **45,000-50,000 gallons**, of PROPANE to be supplied **“KEEP FULL/AUTO FILL”** for the **2025-2026 & 2026-2027 SCHOOL YEARS** to be delivered to the following locations:

- Dubois K-12 Schools - 700 North First Street, Dubois, Wyoming (2 underground tanks behind the gym and then 1 behind the CTE building)
- Administration Building – 700A North First Street, Dubois, Wyoming (1 above-ground tank behind the Administration Building – district does not own this tank)
- Bus Facility - 314 Helmer, Dubois, Wyoming (1 above-ground tank – district does not own this tank)
- Little Rams/Maintenance Facility – 417 Meckem Dubois, Wyoming (2 underground tanks in front of Little Rams in the playground)
- Teacherage - 416 Meckem Street, Dubois, Wyoming (1 above-ground tank – district does not own this tank). Only to be auto-filled when district employee does not live in the home.

2. The BIDDER'S COST PER GALLON (bidder's actual cost from a supplier and freight), markup, and taxes.

3. The price per gallon shall be figured as shown on BID FORM.

4. The bidder's markup is not adjustable and will be FIRM for the contract period. **REQUIRED BILLING ASPECTS ARE AS FOLLOWS, AND MUST BE INCLUDED ON ALL MONTHLY BILLING STATEMENTS/INVOICES:**

- **DATE OF DELIVERY OF PROPANE**
- **DELIVERY DRIVER'S NAME**
- **PRICE PER GALLON**
- **BEGINNING AND ENDING METER READINGS DISPLAYING ACTUAL GALLONS DELIVERED.**

5. Bidder should quote costs and appropriate taxes for the date of **April 18, 2023**, and supply verification. **FAILURE TO DO SO WILL AUTOMATICALLY DISQUALIFY YOUR BID.**



6. The bidder's cost per gallon quoted on the bid is subject to change unless the locked-in option is selected and will be INCREASED OR DECREASED in an amount equal to the number of such changes. **Documentation of price changes will be required.**

7. Please indicate if you have a service person available to provide service for a gas vaporator or other issues located in or near Dubois, WY. If not, please explain your service timing and what the district can expect should something occur.

8. Provide pricing options for FCSD2 regular employees. The District will provide the vendor a list of staff each year in June or July if requested.

8. Failure to comply with any specifications of this bid about the quality of the product(s), services, and/or its stated Bidder's costs/prices may result in the nullification of this Bid Award. That being the case, the district reserves the right to start the rebidding process of this Bid and to prohibit the nullified awardee from any future bidding.

END SPECIAL BIDDING CONDITIONS.

## **FREMONT COUNTY SCHOOL DISTRICT 2 - BID FORM**

Submission Deadline:        September 9, 2025 at 1:00 P.M. Mountain Time

Return Bid to:            Fremont County School District 2 (FCSD2)  
                                 Attn: Amanda Ysen, Business Manager  
                                 P.O. Box 188/700A N. 1<sup>st</sup> Street  
                                 Dubois, WY 82513

Instructions:              All bids must be returned on the forms provided by the District in a sealed envelope marked **FUEL BID** by the submission deadline.

VENDOR NAME:        \_\_\_\_\_

<b>Two-Year Bid</b>		
	<b>25-26 Pricing</b>	<b>26-27 Pricing</b>
Bidder's Cost		
Any appropriate taxes – list separately.		
Dealer Mark-Up		
Total Price Per Gallon		
If a charge is involved on storage tanks, specify the amount, tank size, and location. If no charge is required for this use, please specify:		
Tanks are to be maintained in good appearance and on sound support at all times. If a service charge is required for this, please specify:		
Do you have a service person to service the vaporator or assist with other service located within or near Dubois? Please explain how you will provide this service to FCSD2 if your bid is selected.		
What pricing will you provide for FCSD2 employees?		

FCSD2 will score bids based on the following information: two-year pricing provided (10 pts), vendor's ability to service – technician located in Dubois and if not, the timing of service to travel to Dubois (15 pts), WY resident paperwork filled out (5 pts), provide pricing for FCSD2 employees (5 pts), and cost-effectiveness (5 pts) – for a total of 40 pts.