

-- INVITATION TO BID --

TAYLOR COUNTY PUBLIC SCHOOLS
1209 East Broadway
Campbellsville, Kentucky 42718

GASOLINE/DIESEL FUEL BID FY 2019-2020

The Taylor County Board of Education (herein after called The Board of Education) will receive sealed bids for the items and/or services listed herein. This bid information will be available at <http://www.taylor.kyschools.us/Content2/public-notice> through the time of the bid opening. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read the following instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

Bids must be mailed or delivered to Charles Higdon Jr., Superintendent, Taylor County Schools, 1209 East Broadway, Campbellsville, Kentucky 42718. All envelopes must be sealed and marked on the outside of the envelope, **"BID: GASOLINE/DIESEL FUEL BID."**

Copies of this invitation to bid may be obtained at the Board Office, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT:

The period of contract will be from July 1, 2019 through June 30, 2020.

TIME AND LOCATION OF BID OPENING:

Bids will be accepted until 2:00 p.m. Monday May 13, 2019 Eastern Standard Time, and opened at 2:05 p.m. Monday May 13, 2019. All bids must be received by the time designated in the invitation and none will be considered thereafter. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver the bids on time. Bids will be opened and read at the time and location stated above. You are invited to be present at the bid opening.

BID AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. The best interest of the district shall determine whether fixed or variable pricing is selected. Bids shall be awarded at the board meeting held on May 13, 2019. Bids shall be renewable for up to two additional years if agreed to by both parties. Taylor County Schools reserves the right to cancel a variable price bid at any time during the period of the contract if a fixed price option becomes available that is in the best interest of the district.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE TAYLOR COUNTY PUBLIC SCHOOLS, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, AND REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR, OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE TAYLOR COUNTY PUBLIC SCHOOLS, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE TAYLOR COUNTY PUBLIC SCHOOLS, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. **ACCEPTANCE OF BIDS**

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

B. **BID DOCUMENTS**

A bid form is provided to this "Invitation to Bid". All proposals must be submitted on the "Bid Form".

C. **SPECIFICATIONS**

Specifications are attached and are part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Department after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

Product bid must meet or exceed all specifications as of the time and date of bid opening.

D. **MODEL PROCUREMENT REGULATIONS**

The Model Procurement Regulations adopted by The Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this invitation to the bid and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor for the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful bidder with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of The Board of Education.

J. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If bidder fails to indicate brand or trade name, where requested, the item bid may be disqualified.

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

(1) The seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The seller shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The seller agrees to post in conspicuous places, notices setting forth the provisions of this equal opportunity clause.

(2) The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Seller shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The contractor agrees to deliver and install the items within the terms of the contract as the Purchasing Department may prescribe.

All cost for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract it is necessary that the Purchasing Department place toll or long distance telephone calls in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the vendor will bear the charge or expense for all such calls.

M. SAMPLES

Samples may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be identical to and meet all specifications of items on which the bid is submitted and will be checked and deemed necessary by The Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the suppliers name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to;

Taylor County Public Schools
1209 East Broadway
Campbellsville, Kentucky 42718

Attn: Charles Higdon Jr., Superintendent.

If samples are required, and they are not claimed by the indicated date, the samples will become the property of The Board of Education.

All samples are to be furnished without cost to The Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

Note: Bid samples should not be submitted unless expressly requested.

N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

O. BIDS

(1) Businesses that fail to submit bids on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

(2) Tabulations will be made by the Purchasing Department and each qualified bidder will be mailed a formal tabulation after The Board of Education has taken official action. The Board of Education meetings are normally held once a month. Bidders are requested not to call the Purchasing Department for a tabulation of the bids.

(3) Any bids received after scheduled time of opening will be returned unopened to the bidder.

(4) Each bid must be in a separate sealed envelope with the name of bidder appearing in the top left hand corner of the envelope.

(5) No bid can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of bidders in making up their bids. Any bids received unsigned will be rejected.

(6) All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such forms.

(7) For any clarification relative to this bid, contact Charles Higdon Jr., Superintendent, Taylor County Public Schools, 1209 East Broadway, Campbellsville, Ky. 42718, Telephone (270) 465-5371.

P. PRICES AND/OR PERCENTAGES OF DISCOUNT

- (1) All prices and/or percentages of discounts quoted by the various bidders must be firm for the time period indicated under "Period of Contract".
- (2) All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, corrections made with correction tape or fluid are to be initialed.
- (3) Quote on each item separately. Prices must be stated in units specified herein.
- (4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.
- (5) Discount terms will be considered in determining the low bidder.
- (6) Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Department. Unit prices should be listed, extended, and totaled where applicable. Should errors exist in the extended price, the unit price will prevail.
- (7) If quoting fractional pricing, it must be rounded to the fourth digit.

Q. OR EQUAL CLAUSE

- (1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of the manufacturer or vendor, the term "or equal", if not inserted, is implied.
- (2) The use of a specific article or manufacturer's name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to The Board that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTES: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

Any specification bid in contrast to that stated herein must be approved by the Superintendent at the Taylor County Board of Education prior to the bid opening.

BID FORM AND SPECIFICATIONS

GASOLINE/DIESEL FUEL 2019-2020

- Bids for gasoline and diesel fuel shall be based on daily rack price plus mark up. Rack price is to be defined for gasoline as the unbranded average clear gross UNL CBOB 10% Ethanol gasoline price as listed daily by OPIS ([Louisville](#)). Rack price for diesel fuel is defined as the unbranded average for gross distillate ultra low sulfur no. 2 as listed daily by OPIS.
- Pricing shall be equal to the index price for the day on which the delivery is made plus contract markup plus any applicable tax.
- All deliveries are to be made within twenty-four hours of the order and are to be made between the hours of 9 a.m. and 1:30 p.m.
- Approximately 60,000 of diesel fuel and 6,000 gallons of 87 octane gas are projected to be used during the term of this contract, district tanks consist of a 500 gallon gas tank and two 5,000 gallon diesel tanks. Average delivery load size gallons 455 gas, 7372 gallons diesel. Deliveries are by transport, all deliveries will require pumping. One vendor with the overall lowest evaluated price for both diesel and gas combined will be selected. Both gas and diesel will be ordered simultaneously so they can be delivered via the same tanker in a effort to reduce the cost of transport.
- All invoices shall list in detail all items/charges listed below.
- Tax verification must be submitted with all invoices.
- No pumping charges ever.

GASOLINE

87 Octane

Daily Rack Price Reference (04/3/19)	<u>1.92</u>
Markup	_____
Applicable State Tax	_____
Applicable Federal Tax	_____
Freight Charges	_____
Performance Bond (If required)	_____
Total Reference Price	_____

GASOLINE (FIXED PRICE BID)

87 Octane

Fixed Price Bid	_____
Applicable State Tax	_____
Applicable Federal Tax	_____
Freight Charges	_____
Performance Bond (If required)	_____
Total Reference Price	_____

Winning bidder shall be notified by 7:00 PM on May 13, 2019, fixed pricing shall be held until at least that time.

Company _____
Contact/Title _____
Street Address _____
City _____ State _____ Zip _____
Telephone _____
Fax _____
Payment Terms: _____

Authorized Bidder's Signature _____
Date _____

DIESEL FUEL

Daily Rack Price Reference (04/3/19) _____ 2.104 _____

Markup _____

Winter Blend (describe in detail) _____

Applicable Sate Tax _____

Applicable Federal Tax _____

Freight Charges _____

Performance Bond (if required) _____

Total Reference Price _____

Company _____
Contact/Title _____
Street Address _____
City _____ State _____ Zip _____
Telephone _____
Fax _____
Payment Terms: _____

Authorized Bidder's Signature _____
Date _____

DIESEL FUEL

(FIXED PRICE BID)

Fixed Price Bid _____

Winter Blend (describe in detail) _____

Applicable State Tax _____

Applicable Federal Tax _____

Freight Charges _____

Performance Bond (if required) _____

Total Reference Price _____

Winning bidder shall be notified by 7:00 PM on May 13, 2019, fixed pricing shall be held until at least that time.

Company _____

Contact/Title _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

Payment Terms: _____

Authorized Bidder's Signature _____

Date _____

(Note; For any questions call Charles Higdon Jr. , Superintendent at (270) 465-5371.