

NELSON COUNTY BOARD OF EDUCATION

REQUEST FOR PROPOSAL

Please be advised that the Nelson County Board of Education is receiving sealed bids on the following matter:

Fuel Bid for Diesel and Gasoline

Copies of the specifications and conditions are enclosed herewith.

Bids shall be submitted to the District at the following address on or before 1:00 pm EST on April 19, 2019. Bids must be clearly marked "**GASOLINE/DIESEL FUEL BID**". Bids received after that time will not be accepted nor considered and will be returned unopened.

Nelson County Board of Education
Attn: Amy S. Owens
288 Wildcat Drive
Bardstown, KY 40004

Bids may be modified, cancelled, or withdrawn prior to the above referenced time and date only upon written notice received by the District before the above referenced time and date.

Bids will be publicly opened at 1:00 pm EST on April 19, 2019 at:

Nelson County Board of Education
288 Wildcat Drive
Bardstown, KY 40004

Bids will be made on the enclosed Fuel Bid Sheet. Vendors are requested to comply in all respects with the specifications, conditions and the instructions to vendors.

Vendors are reminded that the district is exempt from manufacturers excise taxes, floor or sales taxes. Tax exemption certificates will be issued upon request.

NELSON COUNTY BOARD OF EDUCATION
2019 - 2020 FUEL BID
SPECIFICATIONS AND CONDITIONS

1. The contract established from this sealed bid shall be for the period of twelve (12) months from the contract date beginning July 1, 2019 and ending June 30, 2020.
2. The bidder shall submit a price, consisting of the Oil Price Information Service (OPIS) average terminal cost, plus a differential cost (vendor constant) that together shall constitute the total bid price. The differential cost shall include all additional fees, including but not limited to delivery fee, surcharges, additives and profits, excluding KY excise and LUST taxes.
3. The bid award shall be based on the lowest average vendor differential for blended diesel fuel products and the lowest vendor differential for gasoline, provided the vendor meets all requirements herein. The bid for diesel and gasoline will be considered separately and the bid may be awarded to a separate vendor for diesel and for gasoline.
4. Each bidder shall submit with the following information:
 - 4.1. An (OPIS) comparison for all gasoline and diesel fuel for April 1, 2019 that validates the average terminal cost for the date of the bid.
 - 4.2. Vendor differential.
 - 4.3. A statement indicating the terminal from which the product will be delivered.
 - 4.4. A statement that the bidder is a major oil company or affiliated with one; and the location of the terminal or terminals from which the product will be delivered, including all terminals which may be utilized during the life of the contract.
 - 4.5. Provide a vendor point of contact and a local or toll free phone number for the placement of fuel orders between 8:00 a.m. and 5:00 p.m. EST Monday through Friday, excluding major holidays.
 - 4.6. Provide a listing that identifies all product manufacturers for any additives that too shall include the descriptive product literature, content information and specifications including information regarding the method and product used to achieve a -30° F cold filter plugging point for winter diesel.
5. The successful bidder agrees to provide proof of the average terminal cost for the date of each delivery via an OPIS comparison when submitting an invoice for payment. The terminal price may fluctuate, however, an invoice absent of an OPIS comparison for the date of delivery shall not be processed for payment.

6. The differential cost stated on the bid form shall be firm for the period of the contract and include all fees, charges, and profits.
7. Invoices shall be itemized and include the following:
 - 7.1. Nelson County Board of Education (NCBOE) purchase order number
 - 7.2. Name of the NCBOE employee that placed the order
 - 7.3. Date of the original order and date of delivery
 - 7.4. Type of fuel delivered included any and all additives
 - 7.5. Amount of fuel (net & gross in US gallons) and quantity of all additives delivered
 - 7.6. OPIS average terminal price
 - 7.7. Applicable taxes
 - 7.8. Vendor differential (constant)
 - 7.9. Copy of bill laden or delivery ticket including the authorized signature of a NCBOE employee that accepted and witnessed the fuel delivery and transfer of product
8. The successful bidder shall agree to refrain from making shipments on the contract except upon receipt by the contractor of an official purchase order number from the appropriate designee of the Nelson County Board of Education.
9. Approximately 120,000 gallons of diesel fuel and 12,000 gallons of 87 octane gas are projected to be used during the term of this contract. District tanks consist of a 2000 gallon gas tank and a 10,000 gallon diesel fuel tank, with average delivery load sizes of 1,000 gallons of gas and 6,700 gallons of diesel. Deliveries are by transport. The diesel tank does not require a pump for delivery. The gasoline tank does require pumping upon delivery.
10. It is herein set forth that any and all quantities mentioned in this invitation are purely estimates, and are not to be implied or inferred as being guarantees to purchase on the part of the Nelson County Board of Education. The school system is obligated to purchase only the quantity needed during the term of the contract.
11. Reformulated gasoline (RFG) specifications:
 - 11.1. Gasoline shall meet ASTM D4814 designation.
 - 11.2. Alcohol additive shall not exceed 10%.

- 11.3. The minimum octane rating for unleaded gasoline shall be 87 determined using R+M/2 method.
- 11.4. The gasoline shall be the same high grade and quality that the company sells at its company owned and leased service stations.
- 11.5. Bids on the delivery of second or their grade “trackside,” “terminal drop,” or “industrial engine gasoline” will not be considered.

12. Diesel fuel specifications:

- 12.1. Shall be free of any suspended material and free of water.
- 12.2. All diesel fuel must contain a biocide to control the growth of algae and other bio-contaminants (product manufacturer must be identified and specifications must be attached to bid submittal).
- 12.3. Diesel fuel shall have a minimum cold filter plugging point of -30° F during the winter months, November 1st through March 31st. Information regarding the method and product used to achieve a -30° F cold filter plugging point shall be attached to bid submittal.
- 12.4. Diesel fuel shall be completely distilled material and shall meet current standards for SAE J313 and ASTM designation D-975 for all grades.
- 12.5. The fuel shall not contain more than 0.0015% sulfur.
- 12.6. The cetane number shall be a minimum of 42.0 when the ambient air temperature is above 32° F and 45.0 when the ambient air temperature is below 32° F per ASTM D4737 / ASTM 976 test method.

13. Product Quality:

- 13.1. Fuel supplied under this contract shall be free from contamination and meet all federal/state standards and shall meet all specifications herein.
- 13.2. Upon the discretion of NCBOE, all fuels will be checked for proper specifications by a private testing firm at the bidder's expense no more than two (2) times during the contract period.
- 13.3. In the event that NCBOE requests an additional fuel analysis, said request shall be at NCBOE's expense.
- 13.4. Fuel samples selected for analysis shall come directly from the transport truck prior to the transfer of fuel to NCBOE's storage tanks.
- 13.5. NCBOE employees must collect the samples.
- 13.6. In the event that any fuel shipment fails to meet the specifications herein, the costs of: fuel removal, fuel replacement, filter replacement and tank cleaning shall be borne by the supplier.

14. The vendor shall agree that if the Nelson County Board of Education, through scientific analysis, finds that the fuel being delivered does not meet specifications as described herein, the Nelson County Board of Education, at its discretion, may cancel the contract and said cancellation shall be without recourse to the vendor. In addition, the company involved will be removed from the official bid roster.
15. The established contract shall be non-cancelable during its life except for mal-performance, non-performance, substitution of commodity or other failure to comply on the part of the bidder. In the event of such action being necessitated, the contract shall be null and void immediately upon receipt of a notarized written notice signed by the Nelson County Board of Education Superintendent or designee. Said cancellation shall be without recourse to the vendor. In addition, the company involved will be removed from the official bid roster.
16. The vendor shall agree that if, at any time, deliveries of fuel cannot be made because of a strike, shortage of product, or breakdown in transporting facilities, that the Nelson County Board of Education may purchase fuel on the open market without regard to this contract.
17. The vendor bidder will be required to make delivery within 24 hours after receipt of an order. Failure to comply will result in cancellation of the contract. Failure to deliver caused directly by fire, flood, strike, act of God, act of Government or any other circumstances that, in the Superintendent's or designee's opinion, is beyond the control or fault of the vendor shall not be cause for cancellation.
18. In the event that the vendor is not able to resume delivery of the product(s) within 30 calendar days, then this contract shall be considered null and void and new bids shall be advertised for and accepted.
19. Resumption of deliveries within 30 calendar days, by the vendor, will result in no penalty to the vendor, nor will such resumption alter any of the contract's terms or conditions.
20. A bill of laden shall be submitted at the time of delivery. Additionally, the vendor shall agree that in order for a delivery ticket or bill of laden to be valid, the delivery ticket or bill of laden must be signed by an authorized employee of the Nelson County Schools Transportation Department prior to the transfer of fuel to NCBOE's fuel storage tanks.

21. Any delivery that is absent of an authorized signature on the delivery ticket or bill of lading prior to the off-loading of fuel, shall be considered mal-performance and subject to the cancellation of the contract described herein. A list of authorized employees will be provided along with the contract to the winning bidder.
22. Deliveries against this proposal shall be free of federal excise taxes. Excise tax exemption number may be used when required.
23. All bids will be evaluated and awarded on NET PRICES. Discounts for prompt payment will not be a consideration in making the award.
24. All fuel deliveries shall be billed as the net amount of fuel delivered.
25. Modifications, additions, or changes to the terms and conditions of this invitation for bid may be cause for rejection of your bid. All bids shall be entered on these official forms. Bidders who attach or submit bids on their own company forms shall be rejected.
26. All bid forms must be signed by an officer or member of this bidding firm who is authorized to legally bind the firm.
27. This bid shall be binding upon the bidder for 45 calendar days following the bid opening date.
28. Prospective bidders are expected to visit the delivery site to determine if any special equipment or procedure will be required to properly service the account. The submission of a bid will be considered as conclusive evidence that the bidder has made such an examination and/or is satisfied as to the conditions to be encountered in performing the work and fulfilling the requirements of the contract.
29. All deliveries shall be made within twenty-four hours of the order and shall be made between the hours of 9:00 a.m. and 1:30 p.m. EST, Monday through Friday, excluding holidays. The entire delivery process shall be completed by 1:30 p.m. EST on the date of delivery.
30. Payment of all proper invoices described herein shall be based on approval by the Nelson County Board of Education at their regularly scheduled meetings. Payment terms should be between 30 and 45 calendar days, not to exceed 45 days from the date the invoice is received.

31. **K45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS TO EMPLOYEES OF THE BOARD IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER DIRECT OR INDIRECT.**

KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.