

**Gallatin County Board of Education
75 Boardwalk
Warsaw, KY 41095
859-567-1820
INVITATION TO BID: Propane**

The Gallatin County Board of Education will accept sealed bids until **3:00 on June 30, 2023** for the following items:

- Propane

Submit and mark envelope as PROPANE BID. For additional information contact Jeremy Booher, at 859-567-1820.

ALL PROPANE BIDS MUST BE SUBMITTED ON THE “CERTIFICATE TO BE COMPLETE BY BIDDER”, PAGE 3 OF THIS PACKET.

ITEM 1: Above ground tanks must be placed in containment dikes with a minimum of 110% tank capacity. Dikes must be kept clean and presentable and reinforced appropriately. ***Tanks do not need dikes if they are double walled and meet all local, state, and federal regulations.*** Propane bids will be awarded and should be completed on the **Certificate to be executed by the bidder** sheet in this packet with pricing listed on the final line. The price should be a delivered price, including tank.

Sealed bids are requested on the enclosed list of materials, articles or services for delivery to the School or Department designated, subject to the conditions of this invitation.

1. Submit one copy of the completed bid to the Gallatin County Board of Education in a properly addressed envelope clearly designated subject to the above item. Mark **PROPANE BID**.
2. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. All bid prices must include transportation and delivery as specified.
3. Bids, to receive consideration, must be received prior to time designated in this invitation, and will not be accepted thereafter.
4. Bid forms must be signed by an officer or member of the bidding firm who is authorized to legally bind the firm.
5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed to its interests, and to award by item, combination of items or lot.
6. Manufacturer's catalog numbers, trade names, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by the bidder must be clearly noted and described, otherwise it will be understood that the bidder intends to supply items specifically mentioned in the bid invitation.
7. Samples requested must be furnished free of expense to the Board of Education, and if not destroyed or consumed in testing or evaluation, or required in connection with the award, will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.

8. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harm to the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract; and further agreed to indemnify and save harm the Board of Education from suits actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants or agents.
9. Federal Excise Taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. Bids should not include any such taxes. Exemption certificates will be furnished as required.
10. Information pertaining to any item or condition in this request may be obtained by communicating with the superintendent's Office, Gallatin County Board of Education.

SPECIAL PROVISIONS

1. **CONTRACT PERIOD** The contract period shall be from **July 1, 2023 to June 30, 2024.**
2. **SCOPE OF CONTRACT** The quantities listed are based on past year's averages and are intended as estimates of quantities needed for the bid year. The quantities listed are not a binding quantity to be purchased.
3. **BID PRICING** Diesel and Gasoline
 - a. Bid pricing shall be per gallon supplier chooses Cincinnati, Louisville, or Lexington for the duration of the contract. OPIS weekly average bid rack price plus differential delivered to specified locations. The supplier should notify the Gallatin County Director of Transportation which OPIS supply locations will be utilized. It is understood that the price per gallon will increase or decrease by the same amount per gallon as the increase or decrease to the supplier. Proof of purchase must be supplied upon request. This successful bidder will provide automatic fuel pumps and tanks at no cost to the Board.
4. **AWARD** Award shall be to the best bidder at the discretion of the Board.
5. **SIGNATURE REQUIRED** All bid proposals must be signed with the firm's name and by an officer or employee having the authority to bind the company or firm by his/her signature.
6. **INTERVIEWS** After the bids have been reviewed, tabulated and studied, agents and/or company representatives may be interviewed by the Superintendent or his/her representative concerning the bid.
7. **METHOD OF ORDERING** Delivery will be made on a regular schedule to keep sufficient fuel on hand. If orders are necessary they will be made by the Head Mechanic at Gallatin County School Bus Garage or Transportation Director.
8. **RECEIPT** All deliveries must be accompanied by a receipt to be signed by a Mechanic at Gallatin County School Bus Garage, Assistant Transportation Director, Transportation Director, or designee
9. **PAYMENT** Billing for orders placed and delivered will be directed to the attention of Gallatin County Schools, Attention Jeremy Booher, 75 Boardwalk, Warsaw, KY 41095. Normally, payment will be made after the bill is received, affirmed and approved by the Board. The Board of Education generally approves bill payment the 3rd Tuesday of each month with payment mailed the following day.

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with this Invitation to Bid; in consideration of the detailed description attached hereto; and subject to all conditions thereof the undersigned agrees, if this bid be accepted within the time stipulated above, to furnish any or all of the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item. (WRITE LEGIBLY)

FIRM NAME _____

BY _____

TITLE _____

ADDRESS _____
Street City State Zip

TELEPHONE _____

DATE _____

SIGNATURE _____

I/We hereby agree to provide the following goods and services related to prior specifications of this Bid Package (exclude taxes in bid)

Propane: \$ _____ Price per gallon delivered to Gallatin County Schools as needed, including tank.

INVITATION TO BID GASOLINE AND DIESEL FUEL

BOARD OF EDUCATION OF GALLATIN COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
75 Boardwalk, Warsaw, KY 41095

Submission Deadline: June 30, 2023 at 3:00 P.M. local time
Gallatin County Board of Education
75 Boardwalk
Warsaw, Kentucky 41095

Purchasing Contact: Jeremey Booher
Phone: 859-567-1820
Fax: 859-567-4528
Email: jeremey.booher@gallatin.kyschools.us
* Reference bid title in subject line of all emails.

The Board of Education of Gallatin County, Kentucky (hereinafter called the Board of Education) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

BID DESCRIPTION:

The Board of Education will receive sealed bids for gasoline and diesel fuels. The intent of this invitation to Bid is to establish a twelve (12) month contract for the purchase of gasoline and diesel fuel for the Board of Education's Transportation Department with two renewal yearly options with mutual consent.

Copies of this solicitation and any issued Addenda may be obtained in the board office, at 75 Boardwalk, Warsaw, KY 41095 between 7:30 A.M. and 3:00 P.M., Monday through Friday, or by contacting the purchasing contact indicated, prior to the time and date specified for proposal deadline.

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INSTRUCTIONS

1. **BID SUBMISSION**

- a. Bids must be submitted in a sealed envelope or other sealed container, marked "GASOLINE AND DIESEL FUEL BID" in the bottom left hand corner and the name and address of the vendor in the upper left-hand corner.
- b. Upon submittal vendor shall include the following original documents in this order:
 - Signed Proposal Response Cover Sheet
 - Signed Certification of Compliance with Specifications
 - Signed Conflict of Interest Statement
 - Signed Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks Statement
 - Submit one (1) Signed Pricing Bid Form
- c. **The submission deadline is June 30 , 2023 at 3:00 p.m. local time, none will be considered thereafter.**

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. We do not accept FAX proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time. The opening and reading of a bid does not constitute the Board of Education's acceptance of the Contractor as a responsible and responsive contractor.

- d. Bids must be delivered to:
Jeremey Booher
Gallatin County Board of Education
75 Boardwalk
Warsaw, Kentucky 41095

2. **BID OPENING**

- a. **Time of Opening:** Bids will be opened at 10:15 a.m., July 3, 2023, or as soon thereafter as the business of the board of education permits. You are invited to attend the bid opening. No other opportunity to view the bids will be offered.
- b. **Location of Opening:** Bids will be opened and read at the Gallatin County Board of Education, 75 Boardwalk, Warsaw, KY 41095. You are invited to be present at the bid opening.

SPECIFICATIONS

1. PERIOD OF CONTRACT:

The contract shall be for the period of **July 1, 2023 through June 30, 2024 with two 1-year renewal options with mutual parties consent.**

2. DELIVERY REQUIREMENTS:

Service must be prompt and dependable. Deliveries shall only be made with the Board of Education's written authorization by issuance of an executed Purchase Order. All deliveries shall be guaranteed within twenty-four (24) hours of receipt of order or notification. All deliveries must be freight prepaid, FOB: destination.

The delivery driver will meter the product into tanks, sign and furnish a delivery ticket with the beginning and ending meter reading. Delivery tickets must be signed by the lot coordinators, shop foreman, director or transportation, or secretary at any and all delivery locations. Deliveries will be made in "gross gallons".

- Winning bidder will provide a tank monitoring system at the vendor's expense.
- Bidder will provide Gallatin County Schools with a 30 minute notification prior to driver delivery.
- Driver will put in an additive when floating.
- All deliveries shall be guaranteed within twenty-four (24) hours of receipt of order or notification.

3. QUANTITIES:

The quantities listed herein cannot be guaranteed; however, the staff anticipates purchasing the minimum quantities listed. The quantities listed for each individual item will be ordered for quantities as needed. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

**NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT.
ORDERS WILL BE PLACED AS NEEDED.**

4. ESTIMATED QUANTITIES:

The Gallatin County Board of Education operates approximately 28 diesel vehicles and 5 gasoline vehicles. Please note this is an estimate usage. The amount taken could change as routes change.

Location	Tank Size	Approximate Fuel Used 2018
Gallatin County Transportation Department 190 Park Road Warsaw, Kentucky 41095	2,000 gallon diesel fuel tank	41,785 gallons
Gallatin County Transportation Department 190 Park Road Warsaw, Kentucky 41095	550 gallon gasoline tank	2,586 gallons

5. PRODUCT SPECIFICATIONS:

5.1 Unleaded Gasoline:

Must have a minimum octane rating of 87; proof of octane must be shown; shall contain no more than 10% methanol, ethanol or any other alcohol; must conform to ASTM D4814 specifications and latest amendments.

5.2 #2 Ultra Low Sulfur Diesel Fuel

For highway and road use; winter mix shall be available November through February; .05% maximum sulfur content; .02% maximum ash content; conforms to ASTM D-975 and Federal Specification VV-F800D; -10 degree fahrenheit cold point-10 degree fahrenheit pour point; 140,000 or lower BTU/Gal (gross). Additives must be in accordance with ASTM standards.

6. FUEL PRICE CALCULATION:

The price per gallon paid by the Board of Education for diesel fuel and gasoline and will be based on the unbranded average as published weekly by the posted terminal document (defined below in paragraph 7), plus applicable taxes, plus a constant **fixed price differential indicated on the bid form.**

The fixed price differential shall include the cost of delivery, overhead, and profit above the posted terminal price. Prices shall be freight prepaid, F.O.B destination.

7. POSTED TERMINAL PRICE:

The vendor's cost of fuel from the refiners depot, as shown on the posted terminal price document.

7.1 Bidder shall select and disclose a refiner's depot that will be used to supply fuel to the specified destinations.

7.2 Bidder should indicate in the space provided on the bid form, the first and last names, and telephone number(s), of the source refinery employee(s) who may verify fuel prices for a given day and the location of the selected source refinery.

7.3 Failure to supply the above requested information on the bid form may be grounds for bid disqualification, or cancellation of the purchase order without further cause.

7.4 Posted Terminal price documentation, verifying posted terminal price shall be furnished with all invoices. The unbranded average shall be used as the basis for invoicing purposes. Documentation shall be from the Oil Price Information Service (OPIS), and shall bear the OPIS logo ad/or letterhead, or shall be from the Data Transmission Network Corporation (DTNergy) fast Rack.

8. ADDITIONAL SERVICES:

Included with delivery price; the successful bidder will install electronic tank monitors on Diesel Tanks that will be utilized to provide daily inventory and delivery reports. The data will be transmitted electronically to the Director of Transportation.

GENERAL BID INSTRUCTIONS AND CONDITIONS **(PLEASE READ CAREFULLY)**

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.

ADDENDA

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of The Board of Education. Any and all Addenda issued by The Board of Education will be mailed to all parties that have requested a copy of this Invitation to Bid. Copies of any issued Addenda may also be obtained by contacting the Purchase Contact noted on the cover of this Invitation to Bid. It is the responsibility of the Contractor to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than The Board of Education, the original document in The Board of Education's files take precedence.

AWARDING OF CONTRACT(S)

Contracts may be awarded to the lowest evaluated bidder, which in the judgment of The Board of Education, meets all specifications and conditions, and subject to all other provisions of this Invitation to Bid, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of The Board of Education by providing the best value to The Board of Education. The Board of Education reserves the right to award any bid entirely to one vendor or make multiple bid awards as it deems in its best interest.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form". Any bids received after scheduled time of opening will be returned unopened to the bidder. Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. **We do not accept FAX proposals.** The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time. The opening and reading of a bid does not constitute the Board of Education's acceptance of the Contractor as a responsible and responsive contractor.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of the bid on the bid form certifies that the product meets any and all specifications, except as noted on such form. All blanks and information requested are to be completed on the bid form in order to qualify your bid.

1. **Signatures:** Bids must be signed by an authorized official of the contractor. Each signature represents bidding commitment upon the Contractor to provide the goods and/or services offered to the Gallatin County Board of Education if the contractor is determined to be the most responsive and responsible contractor.
2. **No Response:** Businesses that fail to respond to Invitations to Bid or notices of availability on two (2) consecutive occasions of similar items shall be removed from the applicable vendor mailing list.

3. **Corrections:** No penciled information will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are to be initiated.
4. **Errors:** 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 vendors in making up their bids. Any bids received unsigned will be rejected.
 - a. Clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
5. **Clarifications:** For any clarification relative to this Invitation to Bid, contact Shelley Fugate, Gallatin County Transportation Department, 190 Park Road, Warsaw, Kentucky 41095, Telephone (859) 393-0948.

BILLING

The following terms shall be made a part of all transactions where invoices are involved with The Board of Education. Invoices to The Board of Education shall include all applicable information including but not limited to, cost for labor, materials, quantities, delivery charges, equipment rental, trade discounts, totals, overhead, and profit in order that the intent of the invoice is very clear. All invoices must show The Board of Education's purchase order number, date of delivery, and name of location and list of items or service delivered by item name.

It is imperative that invoices be submitted to The Board of Education in a timely manner. Therefore, invoices shall be submitted to The Board of Education **upon delivery** of services have been performed, the products have been delivered, and/or items have been installed, unless special permission is granted by The Board of Education.

Invoices not submitted within this timeframe will be discounted 10% if received by 60 days after the services have been performed, the products have been delivered, and/or items have been installed. Invoices received after the 60 days will not be acknowledged at all by The Board of Education and will be forfeited by the Contactor, and the Contractor so agrees by accepting the work for The Board of Education.

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.

FORMATION OF CONTRACT

Contractor's signed bid and The Board of Education's written acceptance shall constitute a binding contract, according to the Terms and Conditions and Specifications set forth in this Invitation to Bid.

HOLD HARMLESS

Successful Contractor agrees to indemnify, defend, and hold harmless The Board of Education, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

INSURANCE REQUIREMENTS

Successful Contractor shall carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workmen's Compensation act, for claims for damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to the Board of Education. In addition, successful contractors shall attempt to maintain continuous professional liability coverage for the project/services period, and for a period of two years following completion of the project/services, if such coverage is reasonably available at commercially affordable premiums. For this purpose of this agreement, "reasonably available" and "commercially affordable", shall mean that more than half the contractors practicing in the state are able to obtain such coverage.

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, it must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

MODEL PROCUREMENT REGULATION

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 bid and the Model Procurement Regulations, the Regulations shall control.

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, political opinion or affiliation. The seller shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their age, color, create it, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such actions shall include, although not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation: and selection for training, including apprenticeships. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
2. The Seller in all solicitations and/or advertisements for employees, placed by or on behalf of the Seller, shall state That all qualified applicants shower receive consideration for employment without regard to age, color, greed, handicaps 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, advertisement and employment practices it shall perform.

NOTICE OF PREFERENCE FOR KENTUCKY RESIDENTS

A public purpose of the Commonwealth is reserved by providing preference to Kentucky residents in contracts by public agencies and providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

As used in this provision, "contract "means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; & "public agency "has the same meaning as in KRS 61.805.

Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

As used in this provision, a resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding: (a) is authorized to transact business in the Commonwealth; and (b) has for one (1) year prior to and through the day of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

This section shall apply to all contracts funded or controlled in a whole or in part by a public agency.

The finance and administration cabinet shall maintain a list of states that give two or require a preference for their own resident bidders, including details of the preference given to such bidders to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS chapter 13A establishing the procedure by which the preferences required by the section shall be given.

The preference for resident bidders shall not be given if the preference conflicts with federal law.

PAYMENT TERMS

All payments will be made off of original invoices only and require approval by the Gallatin County Board of Education prior to disbursement. The Board meets regularly on the fourth Tuesday of each month. **Net terms are 60 days from receipt of invoice or a discount can be provided if payment is made 20 days from receipt of invoice.** Failure to accept these terms will affect a vendor's eligibility under this bid.

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 to the vendor 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.

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.

PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow bid acceptance by the Board of Education. If awarded the contract, the prices will then be firm for the time indicated under "period of contract".

All prices and quotations must be in ink or typewritten. **No pencil figures will be permitted.** Mistakes are to be crossed out in corrections inserted adjacent there to and initiated by the person signing the bid. Also, corrections made with correction tape or fluids are to be initiated. Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

RESULTS

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 on the second Tuesday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids before the Board has taken official action.

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent 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 vendor submitting a bid follows 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 considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

TAXES

The Federal Excise Tax and the Kentucky Sales Tax 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.

TERMS OF THE OFFER

The Board of Education's acceptance of Contractor's offer will be limited to the terms herein unless otherwise expressly agreed in writing by the Agency. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMINATION

Either party may cancel this agreement for any reason and without any liability therefore, upon giving the Contractor ***thirty (30) days prior written notice***. Such notice shall be sent to the last known address of the Contractor. The Board of Education may terminate this agreement at any time for any reason with or without cause; however, in the event The Board of Education elects to terminate this agreement, the Contractor shall be entitled to compensation for services provided up to the point of termination.

**BID RESPONSE COVER SHEET
GASOLINE AND DIESEL FUEL**

To: Gallatin County Board of Education
75 Boardwalk
Warsaw, Kentucky 41095

The undersigned, having carefully read and considered the Invitation to Bid to Gasoline and Diesel Fuel for The Gallatin County Board of Education, does hereby offer to perform such services on behalf of The Board of Education, in the manner described and subject to the terms and conditions set forth in the attached bid.

Company
Name: _____

Mark Appropriately:

Doing business as: [] an individual [] a partnership [] a corporation [] a limited liability company,
duly organized under the laws of the State of _____.

BY: _____
(Signature of Authorized Representative) (Please Print or Type Name)

**OFFICIAL
TITLE:** _____

PRINCIPAL OFFICE INFORMATION:

Address: _____

Telephone: _____ FAX: _____

Email Address: _____

**Gallatin County Board of Education
75 Boardwalk, Warsaw, Kentucky 41095**

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS FOR
GASOLINE AND DIESEL FUEL**

Certification of Compliance with Specifications: In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies to the Gallatin County Board of Education that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this Invitation to Bid, except as noted below:

EXCEPTIONS:

**NAME OF
COMPANY:** _____

BY: _____
(SIGNATURE)

PLEASE PRINT OR TYPE NAME:

OFFICIAL TITLE: _____

DATE: _____

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein: or
- b. A business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing, or in any advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by The Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of The Gallatin County Board of Education.

Signature

Date

**References: KRS 156.480
 OAG 80-32
 Model Procurement Code 45A.455**

**Gallatin County Board of Education
75 Boardwalk, Warsaw, Kentucky 41095**

**“PROHIBITION AGAINST CONFLICTS OF INTEREST,
GRATUITIES AND KICKBACKS”**

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF GALLATIN COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE EITHER DIRECTLY OR INDIRECTLY, ANY 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 BOARD OF EDUCATION OF GALLATIN COUNTY, KENTUCKY, 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 NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF THE 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 BOARD OF EDUCATION OF GALLATIN COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR 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 (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.**

**I, Hereby, certify that I have read and understand the above
“Prohibition against Conflicts of Interest, Gratuities and Kickbacks”**

Signature

Date

**PRICING BID FORM
GASOLINE AND DIESEL FUEL**

Instruction for Bidders:

Complete all requested information. Enter your offered fixed price differential for the products requested, per the specification listed herein, in the blank area below. Such price shall be used by The Board of Education for contractor selection and shall be the price in the resulting agreement. Subject to any other total project limits set forth in this Agreement, the Contractor shall be entitled to invoice The Board of Education at the prices set forth below.

A. #2 Low Sulfur Diesel Fuel: Transport Load \$ _____ /per gallon

B. Gasoline: Transport Load \$ _____ /per gallon

C. **Source Refinery Information**

Location of Terminal: _____

Contact Name: _____

Contact Number: _____

D. Additional extra charge for short loads _____

E. Extra charge for pumping fuel into tank _____

F. Please list any additional charges, as applicable:

NAME OF
COMPANY _____

BY _____ OFFICIAL

TITLE _____

(SIGNATURE)

PLEASE PRINT NAME _____

DATE _____