

INVITATION TO SUBMIT QUOTES

**TODD COUNTY BOARD OF EDUCATION,
TODD COUNTY, KENTUCKY
205 Airport Road, Elkton KY 42220**

The Todd County Board of Education is accepting quotes for providing access to fuel pumps and fuel for the Todd County Board of Education Vehicles through a “fleet fuel card” system.

Completed documents and quotes need to be submitted to the district in a sealed envelope labeled “Todd County Board of Education Fleet Fuel Card”.

Submission of documents and quotes need to be done prior to 11am on January 28, 2025 at Todd County Board of Education

Central Office
205 Airport Road
Elkton, KY 42220
(270) 265-2436

Attn: Preston Browning

Quotes will be opened and reviewed at 11am on January 28, 2025 at the Central Office.

All quotes will be reviewed, evaluated, and selected based upon the best pricing per gallon along with the longevity for the given quotes.

GENERAL INFORMATION:

-State Prevailing Wage Rates **are NOT applicable.**

-The successful bidder will be required to provide a Performance and Payment Bond, written on AIA Document A312, in the amount of 100% of the contract sum (if necessary).

For questions you may contact:

Todd County Board of Education
Central Office
205 Airport Road
Elkton, KY 42220
(270) 265-2436

Attn: Preston Browning

Or via e-mail at preston.browning@todd.kyschools.us

PROJECT

The Todd County Board of Education is accepting quotes to provide fuel for Todd County School District vehicles.

Billing to occur on a monthly basis (billing needs to be received no later than by the 30th of every month).

GENERAL SPECIFICATIONS

A. AWARD OR REJECTION OF BID

Vendors shall prepare bid submissions in compliance with the instructions contained in this document. All bids must be submitted on the BID RESPONSE FORM provided. Failure to do so will constitute a NO BID.

As stipulated in the invitation to bid, the properly identified bids received on time will be publicly opened and read aloud.

The Todd County Board of Education reserves the right to reject any or all bids. A bid not accompanied by a required bid security or by other data required by this bid document, or a bid which is in any way incomplete, or irregular is subject to rejection.

It is the intent of the Todd County Board of Education to award a contract to the lowest bidder provided the bid has been submitted in accordance with the requirements of this bid document and does not exceed the funds available.

The Todd County Board of Education reserves the right to waive any informalities and irregularities in a bid received held to be within the scope of Model Procurement law and to accept the bid which, in the Todd County Board of Education's judgement, is in the school district's own best interest.

Bids shall remain open, valid and subject to acceptance or rejection for a period of no less than sixty (60) days following the bid opening.

B. INTERPRETATIONS, CORRECTIONS AND CHANGES

Bidders requiring clarification or interpretation of bid document shall make a written request which shall reach the Director of Finance at least seven days prior to the date for receipt of bids. Interpretations, corrections and changes of the bid document will be made by addendum. Interpretations, corrections and changes of the bid document made in any other manner will not be binding, and bidders shall not rely upon them.

Should a bidder find discrepancies, errors, or omissions in this bid package, that bidder shall notify Preston Browning, Director of Finance, Todd County Board of Education (270) 265-2436, preston.browning@todd.kyschools.us.

C. SUBSTITUTIONS

The materials, products and equipment described in the bid document establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of bids unless written request for approval has been received by the Director of Finance at least seven (7) days prior to the date for receipt of bids. Such requests shall include a complete description of the proposed substitution with all information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Director of Finance's decision of approval or disapproval of the proposed substitution shall be final.

If the Director of Finance approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the contract award unless specifically provided for in the contract documents.

D. ADDENDA

Addenda will be transmitted to all who are known by the Director of Finance to have received a complete set of bidding documents.

Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

Addenda will be issued no later than four (4) days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge their receipt in the bid.

BIDDING PROCEDURES

A. PREPARATION OF BIDS

Bids shall be submitted on the forms included in this bid package.

Alterations and erasures must be initialed by the signer of the bid.

The bid shall state the legal name of the bidder and the nature of the legal form of the bidder. The bidder shall provide evidence of legal authority to perform within the jurisdiction of the work. The bid must be signed by the person or persons legally authorized to bind the bidder to a contract.

B. BID SECURITY

Each bid greater than \$25,000 shall be accompanied by bid security in the form of a bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the bid amount, pledging that the bidder will enter into a contract with the Todd County Board of Education on the terms stated in this bid and will, if required, furnish bonds covering the faithful performance of the contract and payments of all obligations arising thereunder. Should the bidder refuse to enter into such contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Todd County Board of Education as liquidated damages, not as a penalty.

If surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the bid document, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

The Todd County Board of Education will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn or (c) all bids have been rejected.

C. SUBMISSION OF BIDS

The bid response form and other relevant data to this request for bids are contained in this packet.

It is the bidder's responsibility to obtain and verify all information required to submit a bid prior to the bid opening. To claim a lack of knowledge or understanding of stated specifications is unacceptable.

No objections with regard to the application, meaning or interpretation of these specifications will be considered after the bid opening.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

D. MODIFICATION OR WITHDRAWAL OF BID

A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.

Bids may be modified or withdrawn by the bidder prior to the time designated for receipt of bids by notice to Preston Browning, Director of Finance. Such notice shall be in writing over the signature of the bidder. Written confirmation over the signature of the bidder shall be received, and the date and time stamped by the Director of Finance on or before the date and time set for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.

Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

Bid security, if required, shall be in an amount sufficient for the bid as resubmitted.

POST BID INFORMATION

A. CONTRACTOR'S QUALIFICATION

In determining the qualification and responsibilities of the bidder, the Todd County Board of Education shall take into consideration the bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

B. INSURANCE

The Todd County Board of Education reserves the right to require evidence of Public Liability Insurance in an amount not less than \$500,000 for one (1) person injured in one (1) accident, and not less than \$1,000,000 for more than one (1) person in any one (1) accident, naming the school district, its officers or agents as additional

insured. Additionally, the bidder must hold workers' compensation insurance. Certificates of insurance coverage will be required in such cases.

C. BACKGROUND CHECK FOR CONTRACTORS

The Superintendent shall require that a contractor who works on school premises during school hours when students are present to submit, at no expense to the District, to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation and to provide a letter from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record in keeping with KRS 160.380.

Link to DPP-156 Central Registry Check and more information on the required Cabinet Letter:

<http://manuals.sp.chfs.ky.gov/chapter30/33/Pages/3013RequestfromthePublicforCANChecksandCentralRegistryChecks.aspx>

“Contractor” shall refer to any adult who is permitted access to school grounds pursuant to a current or prospective contractual agreement with the school, school board, school district, or school-affiliated entity, at times when students are present. The term “contractor” includes an employee of a contractor.⁶

PERFORMANCE AND PAYMENT BONDS

A. BOND REQUIREMENTS

Bids of \$25,000 or greater require the furnishing of performance and payment bonds. Unless stipulated otherwise in the bid document, the bidder shall furnish bonds covering the faithful performance of the contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky.

The cost of such bonds shall be included in the bid. If the furnishing of such bonds is required after receipt of bids and before execution of the contract, the cost of such bonds shall be added to the bid in determining the contract sum.

B. TIME OF DELIVERY AND FORM OF BONDS

The bidder shall deliver the required bonds to the owner no later than three days following the date of execution of the contract. If the work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the work, submit evidence satisfactory to the Todd County Board of Education that such bonds will be furnished and delivered in accordance with this section.

Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond – KDE Version. Both bonds shall be

written in the amount of the contract sum, being the total of the bid. The bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the owner.

The bonds shall be dated on or after the date of the contract.

The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the bid document, the agreement for the work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum – KDE Version. Owner-Contractor agreement shall be valid only after written notice by the Kentucky Department of Education that the proposed agreement is approved.

OTHER

A. KENTUCKY SALES AND/OR USE TAX [(reference KRS 139.495(1))]

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the owner. Materials and equipment, which are to be submitted for direct purchase, are as noted by the architect or construction manager in the "Form of Proposal" and shall be limited to forty items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the contract price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of the bids.

B. FEDERAL EXCISE TAX

The Commonwealth of Kentucky and its political subdivision are exempt from Federal Excise Tax.

C. SAFETY

All equipment and supplies furnished shall meet all applicable regulations of the prevailing codes and safety regulations of the Division of Industrial Safety of the existing state health and safety codes.

D. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

During the performance of this contract, the successful bidder agrees as follows:

(1) Shall not discriminate against any employee, applicant or subcontractor because of age, color creed, handicap condition, marital or prenatal status, national origin, race, sex, veteran status, or political opinion or affiliation. Shall post in conspicuous places notice setting forth the provisions of this equal opportunity clause.

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

(3) 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.

E. KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

F. CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violations under this statute are located in KRS 45A.990.

G. KENTUCKY PREFERENCE LAW

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preferences for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45a.494. Reciprocal preference shall be given by public agencies to resident bidders.

The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to 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 this Section shall be given.

The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:40.

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- Any school board member or the superintendent;
- Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

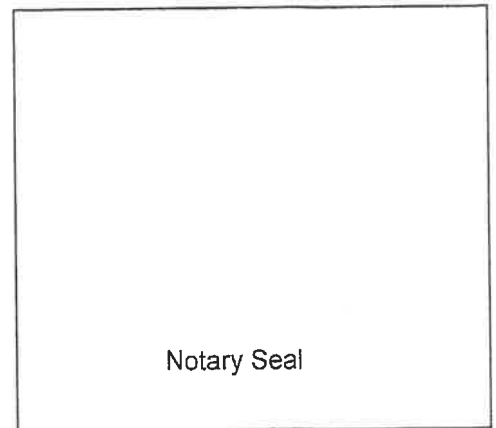
Bill Carver Manager
Name Title

Carver Oil Co Agent For Key Oil Co
Name of Company

Subscribed and Sworn to Me this
_____ day of _____, 20_____.

Notary Signature

My Commission expires:
_____, 20_____.



BID DOCUMENT – B

Proposal form must be signed by an officer or member of the bidding firm who is authorized to legally bind the firm.

AUTHORIZATION TO SUBMIT BID

By submitting a bid, I represent that I have read and understand the bidding documents or contract documents, to the extent that such documentation relates to the work for which the bid is submitted. The bid is made in compliance with the bidding documents and the bid is based upon the materials, equipment and systems required by the bidding documents without exception.

Having read carefully the bidding conditions and specifications, the undersigned submits the following bid. Any special conditions that the Todd County Board of Education needs to know in regards to this bid are listed here:

The undersigned acknowledges that the Todd County Board of Education bid award committee reserves the right to reject any or all bids and/or waive any irregularities or informalities related to this bid when deemed to be in the best interest of the Todd County Board of Education.

I acknowledge receipt of addenda, if any, as follows: _____

Legal Name of Company Carver Oil Agent For Key Oil Co
Federal Identification Number _____
Representative (printed) Bill Carver
Title Manager
Address 206 East 25th Street
City Hopkinsville State KY Zip Code 42240
Phone 270-886-1922 Fax 270 885 8438
Date _____

Signature Bill Carver

**BID DOCUMENT - C
BID COST PROPOSAL**

<u>Item</u>	<u>Cost</u>
Price per Gallon (Diesel)	2.639
Price per Gallon (Unleaded)	2.53

<u>Time Frame / Time Period allowable for the quote</u>	
Quote for Gallon of Diesel allowable for # of days/months	1 Day
Quote for Gallon of Diesel allowable for # of days/months	1 Day

Bill Cummings / Ag
 Representative's Signature / Title

1-27-2025
 Date

BID DOCUMENT - D

**Todd County Board of Education
Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status
for
Bids and Contracts in General**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 451.494(2), the entity bidding 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:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Bill Carver
Printed Name Bill Carver
Title Mgr
Date 1-27-2025
Company Name Carver Oil Agent For Key Oil Co
Address 206 E 25 St
Hopkinsville Ky 42240