

BULK FUEL SUPPLY SERVICES AGREEMENT

THIS BULK FUEL SUPPLY SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025, by and between the TODD COUNTY BOARD OF EDUCATION, 205 Airport Road, Elkton, Kentucky 42220 and Keystops, LLC dba Key Oil Company, having an address of P.O. Box 2809, Franklin, Kentucky, 42135-2809 ("Key Oil").

WITNESSETH:

WHEREAS, pursuant to the Invitation to Submit Quotes solicited by the Todd County Board of Education, the Board solicited bids from a qualified company to supply bulk fuel services for school vehicles; and,

WHEREAS, Key Oil Company was determined to be the best responsive, responsible bidder and Key Oil agreed as a part of the bid to replace certain equipment as set forth in Exhibit 1 attached hereto and incorporated by reference, and Key Oil is willing to continue to deliver fuel to Todd County and maintain the dispensing equipment; and,

WHEREAS, the parties now wish to set out in writing the amended and restated agreement between the parties.

NOW, THEREFORE, for and in consideration of the terms set forth hereinafter, the parties agree as follows:

1. **SCOPE OF SERVICE:** Key Oil agrees to provide bulk fuel supply services as set out in Key Oil Company's bid response to the Invitation to Submit Quotes which Invitation to Submit Quotes and bid response being incorporated herein by reference.
2. **TERM:** The term of this Agreement shall be for ten (10) years.
3. **PAYMENT TERMS:** Key Oil shall invoice Todd County Board of Education monthly and the Board shall pay Key Oil within thirty (30) days of receipt of the invoice.

4. TODD COUNTY BOARD OF EDUCATION INSTALLATIONS: In addition to the above, Key Oil will furnish the equipment on the list attached as Exhibit 1 and incorporated herein by reference. Key Oil agrees to furnish all pertinent parts that enable the above equipment to properly and legally dispense fuel. All costs of maintenance shall be the responsibility of Key Oil, except for damages caused by acts of God or negligent or intentional acts of Board of Education's employees or users of the equipment. In the event the equipment is damaged such that it is unfit for use through no fault of the Board of Education, Key Oil has the option not to repair or replace the equipment, and to terminate this Agreement by giving written notice to the Board of Education. All maintenance shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. The Board of Education agrees to *** only use gasoline and diesel supplied by Key Oil Company during the term of this Agreement. ** Exception for districts vehicles taking trips outside of normal fuel ranges* The fuel shall be sold by Key Oil to the Board of Education in accordance with Key Oil's bid response to the Invitation to Submit Quotes plus freight plus taxes plus eight and one-half cents (\$0.085) per gallon line-item markup for equipment payback charges until the equipment is paid for in full (taxes will be applied only if applicable since the Board of Education is a tax-exempt entity).

5. INDEPENDENT CONTRACTOR / INDEMNIFICATION / INSURANCE:

The parties agree that Key Oil is an independent contractor under this Agreement and that none of its officers, officials, agents or employees shall be deemed to be officers, officials, agents or employees of the Board of Education and the Board of Education assumes no liability arising from the acts, conduct or work of Key Oil or any of its officers, employees or agents.

6. ASSIGNMENT: It is agreed that this Agreement shall not be assigned or subcontracted without the prior written consent of the Board of Education.

7. **WAIVER.** No waiver by either party of any default in the performance of any part of this Agreement by the other party shall be deemed to be a continuing waiver of any future default or a waiver of any other default hereunder.

8. **TERMINATION:** This Agreement may be terminated pursuant to the terms of this Agreement and/or the Invitation to Submit Quotes.

9. **COMPLIANCE WITH LAWS:** Key Oil agrees to conform with and fully comply with all applicable federal, state and local laws, rules and regulations related to its provision of the services being performed.

10. **AUTHORITY TO EXECUTE.** The individual executing the Agreement on behalf of the respective parties hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of his or her respective party.

11. All parties acknowledge that they have read the entire contents of this Agreement. It is agreed that all terms and conditions pertinent hereto are included in this Agreement and no verbal agreements or understandings of any kind shall be binding upon either party. This Agreement may only be altered in writing executed by all parties. The illegality or unenforceability of any provision of the Agreement shall not impair the legality or enforceability of any other provision. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky and venue shall be in the applicable Kentucky courts.

IN TESTIMONY WHEREOF, witness the signatures of the Board of Education and Key Oil on this day and date first above written by the respective officers duly authorized to execute this Agreement.

TODD COUNTY BOARD OF EDUCATION

BY: _____
_____(Print Name)

KEYSTOPS, LLC dba KEY OIL COMPANY

BY: _____
Guy W. Williams, III, Manager

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF TODD)

The foregoing instrument was subscribed and sworn to before me by
_____ on behalf of the Todd County Board of Education, this ____ day
of _____, 2025.

NOTARY PUBLIC
My Commission Expires: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF SIMPSON)

The foregoing instrument was subscribed and sworn to before me by Guy W. Williams,
III, Manager, with authority for and on behalf of Keystops, LLC dba Key Oil Company this ____
day of _____, 2025.

NOTARY PUBLIC
My Commission Expires: _____

DATE: January 23, 2025

Proposal ID : S-0052

Southern Ky Maintenance
419 Power Street
Bowling Green, KY 42101
Phone: (270) 782-1037
Bid for: Todd County Schools
Address: 205 Airport Rd - Elkton, KY 42220
Attn: Timmy - Customer

Qty	Part #	Description	Unit Price	Total Cost	
2	DISP	WAYNE GLOBAL SELECT SUCTION PUMP SINGLE HOSE	\$ 7,876.38	\$15,752.76	
3	MISC	INVIGICOM TANK MONITOR	\$ 707.50	\$2,122.50	
4	ANCHORBOLT	3/8" ANCHOR BOLT	\$ 1.25	\$5.00	
2	BUSH-100	1" BUSING	\$ 3.13	\$6.26	
2	COUP-075E	3/4" COUPLING - ELECTRIC	\$ 8.55	\$17.10	
4	ELL-150	1-1/2" BLACK 90	\$ 7.06	\$28.24	
4	ELLCAP-150	3/4" CAPPED ELS	\$ 21.76	\$87.04	
12	NIP-075	3/4" NIPPLE	\$ 6.49	\$77.88	
12	NIP-150	1-1/2" NIPPLE	\$ 9.16	\$109.92	
2	UN-075	3/4" UNION	\$ 14.69	\$29.38	
2	UN-150	1-1/2" BLACK UNION	\$ 23.05	\$46.10	
2	GRS-075	3/4" GRS BOX	\$ 129.14	\$258.28	
2	HS-1X10	1" X 10' HOSE	\$ 82.88	\$165.76	
2	OPW66SB1010	1" SWIVEL BREAKAWAY	\$ 177.19	\$354.38	
2	NZ-2104698	1" DIESEL NOZZLE	\$ 130.29	\$260.58	
2	FIL-70225	10 MICRON FILTER	\$ 21.36	\$42.72	
2	FIL-50004	1" FILTER BLOCK	\$ 16.14	\$32.28	
6	DEC-VAR	VARIOUS DECALS	\$ 7.96	\$47.76	
1	MISC	TRUCK LIFT	\$ 375.00	\$375.00	
PARTS SUBTOTAL:				\$19,818.94	
	Type	PARTS SALES TAX	N	0.0000%	\$0.00
	AG	OVERHEAD	N		\$0.00
	STATE	LABOR			\$3,217.50
	KY	LABOR SALES TAX	N	0.0000%	\$0.0000
TOTAL BID AMOUNT:				\$23,036.44	

DATE: January 23, 2025
Proposal ID : S-0052

Southern Ky Maintenance
419 Power Street
Bowling Green, KY 42101
Phone: (270) 782-1037
Bid for: Todd County Schools
Address: 205 Airport Rd - Elkton, KY 42220
Attn: Timmy - Customer

NOTE: PRICES VALID FOR 30 DAYS FROM THE DATE OF THIS BID.

NOTE:

NOTE:

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Timmy Dorio 1-23-2025
SKM Authorized Signature Date

Roger Duff 1-23-2025
Roger Duff - SKM Manager Signature Date

Customer Signature Date

A carrying charge of 1.5% per month (18% per annum) will be charged on past due accounts. If an invoice is placed with an attorney for collections or if collected by any legal proceedings, BUYER agrees to pay SOUTHERN KY MAINTENANCE, LLC its reasonable attorney's fee and costs incurred in the collection of sums owed.