

Reference Number: 207-DF-00-01

Closing Time of Bids: May 30, 2018 2:00 P.M.

Date Advertised: May 15, 2018

Sealed bids are requested on the attached list of materials, articles or services for delivery to the school or department designed, subject to the conditions of this invitation.

#### General Conditions of Bidding

1. All correspondence, including inquires and bid submissions, should be addressed to:  
Jamie Weddington, Superintendent  
Lewis County Schools  
P.O. Box 159; 65 Central Elementary  
Vanceburg, KY 41179
2. The bidder must submit one copy of the completed bid on the enclosed bid form in a properly addressed envelope clearly **designating the above reference number**. A duplicate copy is to be retained by the bidder.
3. **Mark bid envelope with the words, "Bid Enclosed."**
4. Prices must be stated in the units of quantity as specified and each column opposite the item being bid, filled in for the bid to receive any consideration.
5. All bid prices must include transportation and delivery to the warehouse or building as specified.
6. Bids not received prior to the stated closing time will not be considered under any circumstances.
7. Bid forms must be signed by either an officer or an agent of the bidding firm authorized to legally bind the firm.
8. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.
9. All bids shall be effective for thirty (30) days from date of opening unless otherwise specified in special conditions of bidding, and no bid may be withdrawn prior to that time.
10. Manufacturer's catalogue number, 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 which are equal to other types of materials or service which are equal to or superior to those materials or services which are mentioned by catalogue number trade names, etc. However, any substitution or departure proposed by bidder intends to supply the items specifically mentioned in this bid invitation.

11. Samples requested must be furnished free of expense to the Board of Education. It shall be the responsibility of the bidder to pick up samples if not destroyed or consumed in testing or evaluating or required in connection with determination of the award.
12. It is to be understood that the bidder if awarded an order or contract agrees to protect, defend and save harmless 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 the bidder further agrees to indemnify and save harmless the Board of Education from suits or actions of every nature and description brought against it for, or on account of, any inferiorities or damages received or sustained by any party or parties by, or for, any of the acts of the contractor, his/her servants or agents.
13. 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 such taxes. Exemption certificates will be furnished as required. This district's Kentucky Sales and Use Tax purchase exemption number is B1342.
14. 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 Lewis County Board of Education. The school system is obligated to purchase only quantity needed during the term of the contract.
15. The Lewis County Board of Education reserves the right to reject any and/or all bids.

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, both "general" and "specific," thereof, the undersigned agrees that if this bid is accepted within the time period 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.

All items shall be shipped prepaid and delivery will be completed within \_\_\_\_\_

\_\_\_\_\_ Percent (%) cash discount is applied if invoices are paid within \_\_\_\_\_ days after delivery and acceptance of goods.

The undersigned further declares that this bid is in all respects fair and without collusion of fraud, that no member of this Board of Education of the Lewis County School District or other officers of said school district or any employee of said school district is directly or indirectly interested in this bid or any portion of the profits thereof.

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Markup over Rack Average (Example \$0.09 over rack) \_\_\_\_\_  
(not including appropriate taxes)

The bid shall consist of the daily OPIS No. 2 Diesel rack average and mark-up. The daily OPIS No. 2 Diesel rack average plus the mark-up from the initial bid along with applicable taxes shall equal the amount charged to The Board for each delivery. To enable The Board to monitor pricing, a daily OPIS **closing benchmark file** report will need to be remitted to The Board for each day in which a delivery was made and for the day in which the bid was based (with the daily OPIS rack average circled on the report used to determine the bid) and on reports used to determine prices upon closing. OPIS **closing benchmark file** reports should be attached to invoices or remitted by the 5<sup>th</sup> day of the month for deliveries made during the prior month.

SEE ATTACHED PAGE

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## SPECIAL CONDITIONS OF BIDDING

## DIESEL FUEL

1. The contract established from this sealed bid shall be for the period of 07/01/2018 – 06/30/2019, with the option for the Lewis County Board of Education to renew for two additional one year periods (notice to be given by May 15<sup>th</sup> annually).
2. The bid price on all items shall be fixed for the period of the contract and is to be the total delivered price.
3. No shipments shall be made on the contract except upon receipt by the contractor of an official order from the Lewis County Board of Education.
4. It is herein set forth that any and all quantities mentioned in this invitation are purely estimates, and are not to be implied nor inferred as being guarantees to purchase on the part of the Lewis County Board of Education. The school system is obligated to purchase only that quantity needed during the term of the contract.
5. It is estimated that 90,000 gallons of diesel fuel will be requested from July 2018 through June 2019.
6. The successful bidder will be responsible for installation and maintenance of all tanks and pumps. Electric pumps must be maintained on a twenty-four (24) hour basis at no cost to the Board of Education. The Successful bidder will fit all tanks with wireless monitoring systems to measure fuel volume.

Diesel fuel will need to be delivered to Garrison Elementary, Laurel Elementary, Tollesboro Elementary, and Lewis County High School. The successful bidder will need to provide and place at Garrison Elementary, Laurel Elementary, and Tollesboro Elementary a fuel tank of at least one thousand gallons and a fuel tank of at least two thousand gallons at Lewis County High School.

7. All diesel fuel requested will meet the following specifications: ASTM-D-975-2D. For the months of November through March a winter diesel fuel will need to be blended.
8. To be considered, all bids are to be placed on the enclosed bid form and the form filled out in its entirety.

9. All bid forms must be signed by an officer or member of the bidding firm who is authorized to legally bind the firm. Bids must be in the office of the Superintendent on or before May 30, 2018 at 2:00 P.M.
10. Supplier's or manufacturer's catalogue 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 products from other suppliers or manufacturers.
11. At the conclusion of the contract, if the district changes fuel providers, the district shall be reimbursed for the cost of the fuel in the tanks or the supplier shall not remove the tanks until all the fuel in the tanks can be used.

**METHOD OF AWARD**

The award from this invitation (highest point total) will be to the lowest responsive, responsible evaluated bidder.

Markup over rack average	70%
Past experience and service provided by the company	15%
References	15%
Total	100%

*Markup over rack average calculation:*

The markup over rack average figure shall be arrived at by awarding the low bidder a score of 70 points. The other bidders shall be awarded a percentage of the total using the low priced bidder as the baseline.

- i.e. Bidder A bids \$0.08 over rack (low priced bidder)
- Bidder B bids \$0.09 over rack

Bidder A receives 70 points.

Bidder B receives points as follows:  $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 70 = 61.25$  points

*Past experience and service provided by the company:*

0-15 points possible.

*References:*

A list of three existing customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 1-10 (with 1 being the lowest and 10 being the highest) please rank this company". The three scores shall be added and multiplied by .5 to total the bidders reference points. Note: If a current vendor of the board of education - the board reserves the right to provide the sole score.

**THREE WORK REFERENCE SHEET  
(Return with Bid)**

**REFERENCE #1**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**REFERENCE #2**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**REFERENCE #3**

**Company/Individual Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, & Zip:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Telephone & Fax #'s:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_