

# INVITATION FOR BID

**PATTONVILLE SCHOOL DISTRICT**  
**Purchasing Department**  
**11097 St. Charles Rock Road**  
**St. Ann, MO 63074-1509**

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## SPECIFICATIONS

### FOR

### FUEL BID

For additional information contact:

Mary Ann Brann/Purchasing Agent  
(314) 213-8036

Bid Closing Date: Thursday, May 25, 2017  
Bid Closing Time: 10:00 a.m. local time

BIDDER'S COMPANY NAME \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

SIGNATURE & TITLE OF PERSON AUTHORIZED TO SIGN THIS BID

\_\_\_\_\_

## GENERAL SPECIFICATIONS

### FUEL

1. The Pattonville School District invites sealed bids for supplying Diesel #2 Low Sulphur Fuel and Unleaded Gasoline for the District Fleet. Bids must be submitted on the attached forms, and sent to the attention of Mary Ann Brann, Purchasing Agent, 11097 St. Charles Rock Road, St. Ann, MO 63074, no later than 10:00 a.m. on May 25, 2017 in a sealed envelope clearly marked "FUEL BID". Bids will be publicly opened and read aloud at that time.
2. The agreement term will be from July 1, 2017 through June 30, 2018. The District with consent of the vendor shall have the option to renew this agreement for two additional one year terms at the same pricing structure, terms and conditions upon approval of the Board of Education of each additional one year term.
3. The diesel fuel quoted should be a low sulphur grade of Diesel Fuel as used in service stations for commercial vehicles and automobiles on road use. The gasoline quoted should be a "regular" grade of unleaded gas as used in service stations for commercial vehicles and automobiles.
4. The existing tanks and pumps are furnished and owned by the School District.
5. Bid prices will be F.O.B. destination, Pattonville School District.
6. You may use 90,000 gallons, annual #2 diesel consumption, as an approximate figure. Sizes of tanks to be used by Pattonville School District are 10,000 gallons for diesel fuel. You may use 20,000 gallons, annual consumption, as an approximate figure for unleaded gasoline usage. The size of the tanks to be used by Pattonville School District are 2,000 gallons for unleaded fuel.
7. Bid prices must be exclusive of any taxes such as federal excise, state sales or local taxes. A tax exemption certificate will be furnished to the successful bidder. The successful bidder agrees not to charge Federal Fuel Tax to Pattonville School District throughout the terms of the agreement. The successful bidder will file IRS Form 720 with the Internal Revenue Service for all District purchases on the agreement.
8. Bidders may provide a bid on more than one brand; however, each brand must be submitted on a separate bid form for that item.
9. Prices bid based on 4/15/17 rack prices will be used as the bid evaluation prices and **must be actual prices** bidder would sell fuel to the District on that day. Prices may increase/decrease effective July 1, 2017 based only on an exact increase/decrease in the verifiable posted rack prices of the brand bid.

10. The prices bid to the District on all items must remain exactly the same monetary relationship to the Posted Rack prices on the brand of fuel throughout the life of the contract. The monetary difference between Price to the District and Posted Rack Prices will remain identical throughout the life of the contract.
11. Bidders shall not include any prompt payment discount in their bid to the district, which may be offered, to them by their suppliers.
12. The District may terminate the whole or any part of this agreement if the Supplier fails to deliver within the time specified or if the Supplier fails to perform any other provisions of the agreement or so fails to make progress as to endanger performance of the agreement and in either of these two circumstances does not cure such failure in a period of ten days after notice from the District specifying such failure. In the event of termination, the District will have the right to procure items similar to those terminated and to recover from the Supplier the excess cost of such items provided the failure of the Supplier has not arisen out of causes beyond the control of the Supplier.
14. Inquiries regarding specifications may be directed to Ms. Jennifer Simpson, Director of Transportation at 213-8125.
15. Pattonville School District reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the school district. The district reserves the right to waive any informality in, or reject any or all bids or any part of any bid. Any bid received after the time and date specified shall not be considered.
16. No faxed bids will be accepted.
17. Quantities shown are estimates only, and the successful bidder agrees to allow the District to obtain excess fuel beyond the amount available from the bidder from other sources, should the need arise. The successful bidder agrees that the fuel allocated for a given month, quarter, or year will be carried over to the next month, quarter, or year or overlap the following month, quarter or year.
18. Prices bid will be used as the bid evaluation prices. Actual price may increase/decrease effective July 1, 2017. All increases/decreases will be in writing and must be substantiated by attaching a copy of the posted rack price verification to the invoice. Invoices should contain the amount of increase/decrease, new Posted Rack Price and delivered price to the District. Rack prices will be for the day of delivery. Delivery is required within 24 hours after notification.
19. **Each billing is to include a copy of the Opis price index for the fuel on date of delivery with brand highlighted. If this is not included with the billing, it may be cause for termination of the contract.**

20. All fuels delivered to the Pattonville School District must meet or exceed all environmental, state, local, municipal, federal, EPA requirements, and Clean Air Act. This shall include oxygenated fuel (unleaded) and low sulfur diesel for on road use.
21. The successful bidder agrees to carry the following insurance coverage during the period of this contract, and will provide the Pattonville School District, with certificates of insurance on all required coverage prior to commencement of the work under this contract.

Workers Compensation - as required by the law of the State of Missouri, including Employer's Liability.

Public Liability - Limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and \$1,000,00 property damage per occurrence to protect the contractor against claims for personal injury to or death of one or more than one person and property damage claims that may occur as a result of operations under this contract.

Automobile, Bodily Injury and Property Damage Liability - Limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and \$1,000,000 property damage per occurrence is required. Non-ownership hired cars are to be included in the coverage.

The successful bidder, by accepting this contract, agrees to save and hold harmless Pattonville School District, its elected and appointed officials and all employees.

Explosion, Collapse, Underground, will be in the same limits of liability as indicated above in Public Liability.

All certificates of insurance are required to indicate Pattonville School District, 11097 St. Charles Rock Road, St. Ann, MO 63074 as certificate holder and a 45 day advance written notice of cancellation or non-renewal must be given. Such notice to be sent to the Purchasing Agent for Pattonville School District.

22. The Federal Work Authorization Program (E-Verify) addendum (attached) must be completed and returned with the bid documents.

**DIESEL FUEL  
BID FORM**

Bidder's Name \_\_\_\_\_

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Bidder must indicate the person the Pattonville Transportation Department can contact to verify rack prices for the brands bid.

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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**Number 2 Diesel, low sulphur content not to exceed .05 weight 0/0 maximum as required by 1990 Clean Air Act amended.**

	<u>Transport</u>	<u>Tank Wagon</u>
Bid price to District, per gallon.....	\$ _____	\$ _____
Posted Rack Price on 4/15/17 for brand bid...	\$ _____	\$ _____
Difference per gallon.....	\$ _____	\$ _____

Brand: \_\_\_\_\_

Pipeline: \_\_\_\_\_

Terminal Location: \_\_\_\_\_

Bidder will indicate the Posted Rack price category that they used in their bid. This category or classification will be used on the date of bid opening and throughout the life of the agreement. (Check one)

Posted Rack Price: \_\_\_\_\_

Unbranded Dealer Rack Price: \_\_\_\_\_

Other (explain): \_\_\_\_\_

Bidder will attach a copy of the posted rack price category for 4/15/17, **highlighting the posted rack price for Number 2 Diesel, low sulphur diesel.**

Source of Rack Price: \_\_\_\_\_

**UNLEADED FUEL  
BID FORM**

Bidder's Name \_\_\_\_\_

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Bidder must indicate the person the Pattonville Transportation Department can contact to verify rack prices for the brands bid.

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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**Item 1a    Unleaded gasoline, 87 octane rating, RVP, 7.8 PSI, maximum, or as required by EPA for St. Louis County, reformulated gasoline.**

Tank  
Wagon

Bid price to District, per gallon..... \$ \_\_\_\_\_

Posted Rack Price on 4/15/17 for brand bid...\$ \_\_\_\_\_

Difference per gallon.....\$ \_\_\_\_\_

**Item 1b    Unleaded gasoline, 87 octane rating, RVP 9.0 PSI, regular unleaded.**

Tank  
Wagon

Bid price to District, per gallon..... \$ \_\_\_\_\_

Posted Rack Price on 4/15/17 for brand bid \$ \_\_\_\_\_

Difference per gallon.....\$ \_\_\_\_\_

Bidder will indicate the Posted Rack price category that they used in their bid. This category or classification will be used on the date of bid opening and throughout the life of the agreement. (Check one)

Posted Rack Price: \_\_\_\_\_

Unbranded Dealer Rack Price: \_\_\_\_\_

Other (explain): \_\_\_\_\_

Bidder will attach a copy of the posted rack price category for 4/15/17, **highlighting the posted rack price for 7.8 PSI and for 9.0 PSI unleaded gasoline, reformulated gasoline.**

Source of Rack Price: \_\_\_\_\_

## FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District.
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, by your company to the District.
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agree to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)