

Lee County Board of Education
2410 Society Hill Road
Opelika, AL 36804-4830



Dr. James McCoy
Superintendent
334-705-6000
Fax: 334-745-9822
Toll Free: 1-800-652-9770

November 6, 2023

To Whom It May Concern:

The Lee County Board of Education invites you to bid on the upcoming **Fuel Bid**. Bids will be received until **10:30 a.m. CST, Monday, November 20, 2023** at the Lee County Board of Education Central Office at 2410 Society Hill Road, Opelika, Alabama 36801.

Envelopes containing bids must be sealed and marked in the lower left-hand corner: **LCBOE FUEL BID, NOVEMBER 20, 2023, 10:30 A.M.** All bid prices must be submitted on the attached bid proposal form and signed by an authorized representative of the firm. **NO FAX BIDS OR VERBAL BIDS WILL BE ACCEPTED.**

A contract for the project will be put into effect by means of a purchase order executed subsequent to approval by the Board.

Bid is to be inclusive price with no further charges made against the Lee County Board of Education. Full payment will be made to the successful vendor(s) upon satisfactory completion of the entire shipment and delivery of items awarded.

Questions about bid specifications should be directed to Mr. Lee Lindsay, Director of Transportation. Questions regarding the bid process should be directed to Mr. Ken Roberts, Chief School Financial Officer. Mr. Lindsay can be reached at 614 Magazine Avenue, Opelika 36801 or by phone at (334) 705-4121 while Mr. Roberts can be reached at 2410 Society Hill Road, Opelika, Alabama 36804 or by phone at (334) 705-4101.

Your interest in submitting a bid is appreciated.

Sincerely,

Lee Lindsay
Director of Transportation

Ken Roberts
Chief School Financial Officer

LEE COUNTY BOARD OF EDUCATION

GENERAL SPECIFICATIONS

Vendor is to monitor and maintain fuel levels for 2 underground tanks owned by Lee County Board of Education at 614 Magazine Av. Opelika and supply, service and repair pumps, tanks and auxiliary equipment at no additional cost. Vendor is also responsible for supplying gasoline and low sulfur diesel fuel that has an adequate amount additives to assure that algae does not effect the performance of diesel engines in the Lee County fleet.

I. Intent of Bid

- A. **The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of the REGULAR UNLEADED GASOLINE AND ULTRA LOW SULFUR # 2 DIESEL FUEL PROVISION SERVICES that must be supplied to the Lee County Board of Education and to establish a contract between the owner and bidder for supplies or items described herein.**
- B. It is the Board's intent to pay the State Bid Price or lower for all our petroleum products.
- C. It is the descretion of the Lee County Board of Education to accept the lowest submitted bid or elect to accept the State Bid Price.

II. Qualifications of Bidders

- A. Bids will be accepted only from firms engaged on a full time basis in the petroleum business. Bidders must be able to demonstrate that, their sales and distribution facilities can adequately serve the established needs of the Lee County Board. The Board reserves the right to make this determination.
- B. All bidders bidding in amounts exceeding \$20,000.00 must be licensed under Provision Title 46, Chapter 4, code of Alabama.
- C. Delivery shall be transported in transport trucks and in small tanker trucks in accordance with size of delivery and size of tanks to assure no damage to tank systems.

III. Terms and Conditions

- A. **Bid price is to be an inclusive price with no further charges made against the Lee County Board of Education. Prices quoted must indicate your profit margin at the time of bid, and shall remain firm for the period of (1) year from December 2023 through November 2024 with the option to extend for four additional years at same fixed rate per gallon. An extension shall be by mutual consent of both parties to the contract. The option to extend shall be executed annually.**
- B. Vendors shall quote a **fixed** rate of overhead/profit. Vendor shall state the terminal from which he is bidding and supply a copy of the rack prices from that terminal for **October 16, 2023** with their bid. Failure to submit a copy of rack prices shall be cause for rejection of bid.
- C. All prices are to be quoted as a total net price per unit with all applicable taxes included. Lee County Board of Education is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4(15) Code of Alabama 1975.
- D. Addition state and federal taxes are to be paid by supplier and it is his responsibility to file with IRS for any refunds.

IV. Specifications

- A. At the time bids are submitted, a firm bidding a specific product is to provide with it complete specifications and technical data applicable to the unit and/or units bid. A firm failing to submit this information with its bid will not be considered in evaluation for award. If a specific brand is not listed for an item, owner reserves the right to reject the bid on this particular item.
- B. Specifications are not intended to eliminate any reputable manufacturer or bidder. So true and accurate comparisons may be made, bidder shall include a detailed statement indicating wherein products offered deviate from specifications. If this statement is not submitted with the bid, it will be presumed the bidder proposes to meet the specifications in every respect; and if awarded the contract, performance on this basis will be required. Any item not conforming to specifications may be rejected at the vendor's expense.
- C. The name of a certain brand, make or manufacturer, or definite specification is to denote the quality of the article desired, but does not restrict the bidder to the specified brand, make or manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the article desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the business office.
- D. Bidders will not be required to furnish samples at the time of the bid opening, but the owner reserves the right to request samples at a later date prior to awarding the bid.

- E. Bidders are expected to supply **Ultra Low Sulfur Fuel** that has an adequate amount of **additives** to assure that algae does not effect the performance of diesel engines in the Lee County fleet.
- F. Bidders are expected to supply **Unleaded Gasoline**.

V. Method of Award

- A. This bid will be awarded on an individual or lump sum basis as owner deems to be in his best interest.
- B. The lowest responsible bidder who guarantees continuous sales and equipment service to our account will be awarded the bid. Service refers to supplying the Board of Education with gasoline, diesel, and other petroleum products to all Lee County schools and maintaining our pumps and pumping equipment in operational condition at all times. The Board of Education will pay for replacement parts, but the vendor will furnish the labor at no additional charge to the Board of Education. Vendor must be able to provide service within a 24 hour period, so that school system may remain totally operational.
- C. The following factors will be considered in determining the lowest responsible bidder:
 - a. Overall quality
 - b. Conformity with specifications, both general and specific
 - c. Dates of delivery
 - d. Unit price
 - e. Monitoring and maintaining adequate fuel tank levels
 - g. Maintaining equipment related to the dispensing of gasoline to LCBOE vehicles
- D. The Board of Education reserves the right to reject any and/or all bids, to waive all formalities in bidding, to be the sole judge of quality and equality of the several bid proposals and to award the contract to the most desirable bidder.
- E. at The successful bidder will be required to furnish all material, equipment, and/or service the bid price, within the terms of the bid. In the event the bidder fails to comply with the terms of the bid or fails to deliver within a reasonable period of time as determined by the owner, the owner reserves the right to cancel the award and buy, from the next lowest bidder, the items needed. The original successful or low bidder will be charged the difference in the original bid price and the price the owner has to pay.

VI. Delivery

Vendor shall provide service to one site at 614 Magazine Av., Opelika to one.

VII. Estimated Quantity

Our annual use of fuel is expected to be just under 10,000 gallons of Diesel and 10,000 Gallons of gasoline per year.

All quantities are approximate and, since owner cannot anticipate all needs in advance, additional quantities may be requested as the need arises. Actual purchases may be plus or minus those listed, however, no guarantee as to actual purchases is made.

VIII. Terms of Payment

It is understood that invoice will be based on RACK plus margin of profit.

The Board's preferred payment method is by credit card via the Board's ***Spend Net Payables*** program. While an optional payment method to our vendors, the program is a vital piece to maximizing the effectiveness of our financial operations. The Board will not pay any processing fees for offering the program but participation will increase the timeliness of payments to our vendors through an easy-to-use online system. Failure to accept this condition may result in your bid being declared non-responsive. Participation will be a factor considered in awarding the bid.

_____ Indicate here if you will be able to participate in the ***Spend Net Payables*** program.

General:

_____ Indicate here if a member of the VENDOR Board of Directors, management or any other

VENDOR representative with a direct and material financial interest in the performance

of said VENDOR is also an employee of the Lee County Board of Education

_____ Please check here if you are a current employee of the Lee County Board of Education

_____ Please check here if you are a retiree from the Teachers Retirement System (TRS) or the Employee Retirement System (ERS)

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting from said breach.

If further information or bid clarification is needed, please contact Mrs. Jan Martin at (334) 745-9770. If technical information is needed regarding our bus fleet, or if specific geographical information about existing equipment is needed, please contact Lee Lindsay at (334) 745-4351.

IX. Insurance

- A. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Workman's Compensation Insurance with limits of not less than those set forth below.
- B. Comprehensive General Liability Insurance, Liability limits of a minimum of \$1,000,000.00 each occurrence and \$ 1,000,000.00 aggregate.
- C. Comprehensive Automobile Liability Insurance: Liability limit of a minimum \$1,000,000.00 any one accident.
- D. Workman's Compensation Insurance: Statutory coverage.
- E. The bidder shall provide the Lee County Board of Education with Certificate of Insurance evidence for coverage required above. Such certificate shall provide that the Board be given at least 30 days prior written notice of any cancellation of, intention to renew, or material change in such coverage. Bidder shall provide Certificate of Insurance before commencing work in connection with the contract.
- F. The providing of any insurance requires herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in this contract.

LEE COUNTY BOARD OF EDUCATION
PETROLEUM PRODUCTS BID
November 20, 2023

BID PROPOSAL FORM

Gasoline

The undersigned bidder has fully examined the specifications and fully understands each instruction.

The undersigned bidder also proposes and agrees to furnish for approximately one school year, beginning December 1, 2023 and continuing through November 30, 2024, gasoline in the approximate quantities as listed at the agreed prices which is set forth in the proposal.

Delivery to all Lee County Schools and the Lee county Board of Education Bus Shop approximately 10,000 gallons or more (gasoline and diesel).

Rack Price \$ _____

Total Profit Margin Per Gallon \$ _____

Other _____

Total Price Per Gallon \$ _____

Minimum Octane Rating _____

LEE COUNTY BOARD OF EDUCATION
PETROLEUM PRODUCTS BID
November 7, 2022

BID PROPOSAL FORM

#2 DIESEL

The undersigned bidder has fully examined the specifications and fully understands each instruction.

The undersigned bidder also proposes and agrees to furnish for approximately one school year, beginning **December 1, 2022** and continuing through November 2023, **#2 Diesel with a minimum cetane Rating of 40, SL BOCLE rating of 3,100 grams** in the approximate quantities as listed at the agreed prices which is set forth in the proposal.

Rack Price \$ _____

Total Profit Margin Per Gallon \$ _____

Other _____

Total Price Per Gallon \$ _____

The undersigned, as bidder, hereby declares that he has examined the instructions, conditions, and specifications, and has informed himself fully in regard to all conditions contained therein.

In compliance with your Invitation to Bid dated _____

and subject to all conditions thereof, the undersigned, _____

_____, hereby proposes to furnish all materials,

equipment, and service work required for PETROLEUM PRODUCTS.

The undersigned is:

1. a corporation organized and existing under the laws of the State of _____,
or

2. a partnership consisting of _____,
or

3. an individual traded as _____
of the City of _____.

BIDDER

ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

AUTHORIZED SIGNATURE

The following paragraph is what we need to add to all of our bid documents. Let me know if you have any questions.

E-Verify Info: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.