



LONGVIEW SCHOOL DISTRICT NO. 122

ULTRA LOW SULFUR CLEAR DIESEL & GASOLINE

INVITATION TO BID 22-0810-39

LONGVIEW SCHOOL DISTRICT NO. 122

LONGVIEW, WASHINGTON

CALL FOR BIDS

Notice is hereby given that sealed bids for **ULTRA LOW SULFUR CLEAR DIESEL & GASOLINE** will be accepted at the Business Office, Longview School District No. 122, 2715 Lilac Street, Longview, Washington 98632, up to 11 a.m. on Wednesday, August 10, 2022, at which time sealed bids will be publicly opened.

Bids may be mailed to:
Longview School District
Attn: Fuel Bid
2715 Lilac Street
Longview, WA 98632

Bids may also be dropped off in person at the Business Office, located at the address shown above, from 8:00 a.m. to 4:00 p.m., Monday through Friday. Specifications are available at the office of purchasing 360-575-7905 or at <https://longviewschools.com>.

To find the information on our webpage, navigate to Departments/Business & Finance/Find out More/Bids and Proposals.

Bids received after the time set for opening cannot be considered.

The School District reserves the right to reject and/or all bids and to waive any informalities and/or irregularities.

Dated this 27th day of July, 2022, by order of the Board of Education of the Longview School District No. 122.

Dr. Daniel Zorn
Superintendent

Publish: **7/27/2022**
8/3/2022

ULTRA LOW SULFUR CLEAR DIESEL & GASOLINE

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ULTRA LOW SULFUR CLEAR DIESEL & GASOLINE

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PART I SCHEDULE

Bid advertisement	July 27 & August 3, 2022
Questions accepted	July 27-August 3, 2022
Addendum issued (if necessary)	August 3, 2022
Sealed Bids Due	August 10, 2022, 11:00 AM
Sealed Bid Opening	August 10, 2022, 11:00 AM
Tabulation of Bids	August 10-12, 2022
Recommendation to Board	August 22, 2022
Bid Award and Purchase Order Issued	August 26, 2022

PART II INSTRUCTIONS TO BIDDERS

1. State of Washington statutes require the Longview School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each bidder intends to honor.
2. It shall be the duty of the bidder to submit his bid on or before the hour and date specified. Longview School District No. 122 shall assume no responsibility for delay in U.S. Mail, Federal Express or other service, which results in late arrival of bid.
3. Bids shall be enclosed in a sealed envelope, properly addressed and marked in the lower left hand corner with the name of bidder, title of bid, date and hour of bid opening and bid number, and addressed to:

Longview School District No. 122
Attn: Purchasing Department
2715 Lilac Street
Longview, WA 98632

4. Bids may be changed in any way or withdrawn at any time, UP TO the time of bid opening.
5. Telephone, emailed or faxed bids will not be considered; modifications via email or fax may be considered providing the official bid form has already been received by the District and the email or fax is received prior to the time of the bid opening.
6. Should discrepancies or omissions occur in specifications or bidder is in doubt as to their meaning, notify the Purchasing Department by email at Purchasing@longview.k12.wa.us or by telephone at 360-575-7905. A written correction or addendum will then be sent to all bidders. The district will not be responsible for oral interpretations.
7. Proposals shall be on the forms provided herein. The completed forms shall be in ink or typewritten. Alterations or erasures shall be stated clearly in ink or typewritten and shall be initialed by an official representative of the bidder. If additional space is required for alternates or explanation, use enclosed Part VI - Alternates & Exceptions.
8. Each bid must be signed by the bidder with his/her usual signature in longhand with the name of the firm and title of signer printed or typed, Part VIII - Signature Pages
9. Attendance of bid opening remotely via a Zoom session is available. Meeting information can be obtained by contacting our Purchasing Department at Purchasing@longview.k12.wa.us. A recap of

the bids will be sent to all bidders after official acceptance by the School Board.

10. AFTER BID OPENING, bids cannot be changed or withdrawn. If accepted, the bid is considered to be a binding contract that you as the bidder will be expected to honor. If for any reason you do not perform the contract, the district can be expected to take whatever action it feels is appropriate to either require performance or to recover any losses or increased costs incurred by the district as a result of failure to honor the bid.
11. Longview School District No. 122 reserves the right to reject any and all bids, or items bid, and waive informalities with respect thereto, and award bid in the best interest of the district.
12. The final time period to submit a bid protest is 4:00 p.m. on the 3rd day after opening.

A bidder shall, immediately after being notified that he is successful bidder, enter into agreement within ten (10) days with Longview School District No. 122 pursuant to all terms and conditions contained herein.

PART III PROVISIONS

1. Each bid must conform to the terms, conditions, specifications, and bid forms of this Invitation to Bid, all of which shall become part of the bid evaluation, award, and purchase agreement process.
2. The Longview School District, hereinafter referred to as the District, reserves the right to reject any and/or all bids and to waive any irregularities and/or any informalities in any bid except those contrary to law. The District reserves the right to award as specified under this bid, or any alternate bids, whichever is in the best interest of the District.
3. To receive consideration, bids received shall comply with all requirements of this Invitation to Bid.
4. Longview School District No. 122 District is an Equal Opportunity district in education programs, activities, services, and employment. Longview School District does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran, or military status, sexual orientation, gender expression or identity, genetic information, disability, or the use of a trained dog guide or service animal.
5. Minority Owned and Women Owned business enterprises: Longview School District encourages the participation of Minority owned and Women Owned Business Enterprises.
6. Unless stated otherwise in the specifications, bid prices shall be firm, fixed, and shall be the maximum as set forth. Prices shall be held firm through August 31, 2023, from the time of bid opening. Any deviation from the specifications, if defined as part of this contract form must be clearly pointed out, otherwise it will be considered that items offered are in compliance with specifications and successful bidder will be held responsible therefore. Deviations must be bid as alternates and explained on the enclosed Part V-Alternates & Exceptions. State cash discount, if any, as a percentage; the percentage, if any, will be used to determine your bid price.
7. The Bidder shall supply all labor, equipment, and materials required to supply and deliver fuel products to Longview School District No. 122.
8. SHIPPING INSTRUCTIONS: F.O.B. destination inside, or point of use shall be in force, unless so otherwise instructed below.

Items awarded are to be delivered to the address indicated below:

Longview School District
Maintenance, Operations, Transportation & Facilities
2080 38th Ave.
Longview, WA 98632

9. In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:
 - a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder
 - c. Whether the bidder can perform the contract within the time specified
 - d. The quality of performance of previous contracts services
 - e. The previous and existing compliance by the bidder with laws relating to the contract or services
 - f. Such other information as may be secured having a bearing on the decision to award the contract
 - g. All things being equal, the District reserves the right to award bids in the best interest of the District, whether on a total basis or any item individually whichever will ensure the greatest benefit to the District, special provisions notwithstanding. Bidder otherwise must state that he is bidding all or nothing. The Longview School District reserves the right to reject the bid on any single item if the price on such item exceeds the budget constraints of the District.
10. The following specifications shall apply as common to all items or individually to each item, whichever applies hereunder as part of and binding to the bids submitted. Methods of testing if deemed particular to the clarification of specifications shall be described hereunder. Testing methods are at the sole discretion of the District. Any deviation from the specifications, if defined as part of this contract form must be clearly pointed out, otherwise it will be considered that items offered are in compliance with specifications and successful bidder will be held responsible therefore. Deviations must be explained on attached sheets and bid as alternates.
11. In accordance with Uniform Grant Guidance 2 CFR 200.214, Longview School District cannot contract with vendors who are suspended or debarred. Each bidder must sign the attached certification regarding debarment and suspension, Part VIII.
12. The term of this contract shall extend from September 1, 2022 to August 31, 2023 for the 2022-2023 School Year.
13. Termination of Purchase Agreement. Termination for Convenience: In addition to its other rights to terminate, the District may terminate this purchase agreement in whole or in part, at any time and for any reason by giving thirty (30) calendar days notification sent certified mail, return receipt requested, to the awarded vendor when it is determined to be in the best interest of the District. During the thirty (30) day period, awarded vendor shall wind down and cease its service as quickly and efficiently as

possible, without performing unnecessary services and activities and by minimizing negative effects on the District from such winding down and cessation of services. If this purchase agreement is terminated, the District shall be liable only for payment in accordance with the terms of the purchase agreement for satisfactorily rendered product and services prior to the effective date of termination. Termination charges shall not apply unless they are subsequently agreed upon by both parties, and in no instance shall a vendor be entitled to overhead, profit, or other compensation for work not performed or products not delivered.

14. If the awarded vendor fails or refuses to furnish any materials or services and/or to complete delivery thereof within the specified time or times, or any extensions thereof, and such default continues for more than ten (10) days after written notice thereof by the District, the District shall have the right to procure such materials and services on the open market, and the awarded vendor shall be liable to the District for any excess cost occasioned thereby.
15. The award of this contract shall in no way limit the right of Longview School District No. 122 to obtain other quotations and bids and to award contracts deemed to be in the best interest of the School District.
16. The District will process payments in a timely manner after receipt and acceptance of product, supplies, and/or services are complete. District purchase order number must be shown on all invoices.
17. The records and invoice prices of the supplier will be subject to audit by Longview School District No. 122.

PART IV SPECIAL INSTRUCTIONS

In addition to Part II, Instructions to Bidders, the following Special Instructions apply to this bid only.

1. PURPOSE OF BID

To establish a contract for purchasing annual quantities of ultra low sulfur clear diesel fuel and unleaded gasoline through both delivery to above ground tanks and service through a credit card or card lock to charge back to the district. Order quantities and purchase dates will be determined by the District. The district wishes to partner with a fuel supplier who will provide leadership in analyzing market trends that will maximize savings for the District.

2. SPECIFICATIONS

- a. The successful bidding firm shall be the primary supplier (contractor) of ultra low sulfur clear diesel fuel and unleaded gasoline for the district. In submitting a bid, the bidding firm shall certify with its signature that it conforms to all applicable Federal and Washington State laws relating to equal employment opportunity, and that its bid is made in good faith without fraud, collusion, or connection of any kind with any other firm for the same work, and that the firm is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm.
- b. Ultra low sulfur clear diesel fuel (S15) and gasoline shall be standard commercial grade, suitable for the intended usage and acclimatized for seasonal conditions.
- c. Fuel shall be free from impurities that could cause damage or disruption. The successful bidder will be responsible for any costs associated with fuel, vehicle, or tank damage resulting from such contamination as well as the costs of removing the contaminated product.

3. PRICING

- a. Pricing for this bid will be on bid margins and shall not be subject to change during the term of the contract. The firm fixed bid margin will be added to the Portland OPIS average rack rate in effect at the time of purchase to determine the fixed contract price for the quantity specified by the District (see Item 1 Purpose of Bid).
- b. Bid margins shall include the following:
Freight costs, gross profit, the impact of Washington State Hazardous Substances Tax, and any other fees or charges assessed by the company on customer purchases.
- c. Bid margins shall exclude all other taxes, including, but not limited to the following:

Federal Superfund Tax, Federal Excise Tax, Washington State Gasoline Tax, Washington State Special Fuels Tax and Washington State Sales Tax.

- d. Bid margins shall be a maximum of three (3) numbers to the right of the decimal point on a dollars/gallon basis.
- e. At the district's request, the awarded bidder may be required to supply and blend a fuel additive, conditioner, or treatment product to the fuel being purchased. The price charged for additives, conditioners or treatments are to be comparable to current market rates of other suppliers (supporting documentation may be required to validate price compliance).

4. ESTIMATED USAGE

Although the district does not guarantee volume commitments, the total projected annual gallons for the contract term of September 1, 2022 through August 31, 2023 are **86,000** gallons of diesel fuel and **20,000** gallons of regular unleaded gasoline. The contract may be extended for four additional one-year periods at the option of the District.

5. BIDDER/CONTRACTOR QUALIFICATIONS

- a. The successful bidder will be responsible for managing fuel tank inventory levels. **The successful bidder must equip the storage tank with an electronic tank level monitoring system.** Any electronic monitoring equipment must be maintained by the successful bidder. The District will provide past fuel usage data to the successful bidder.
- b. Bidders must be an authorized supplier of the fuel to be delivered with facilities, personnel, equipment, certification, and or approvals as required to successfully perform and comply with all contractual requirements.
- c. Bidders must comply with all federal, state, and local rules, regulations, and laws relative to the fuel to be supplied and the services to be performed.
- d. Successful bidder shall have the capability of fulfilling contract deliveries and terms within 15 business days of contract award date.
- e. Bidders may be required to provide copies of their fuel supply contracts or letters from their suppliers showing they have sufficient sources and volumes of fuel available to satisfactorily perform in accordance to contract terms and conditions.
- f. Successful bidder will be required to supply material safety data sheets on all applicable products. All items bid must comply with current federal and Washington State equipment safety laws, codes, rules, and regulations.

6. DELIVERIES

- a. Deliveries will be made FOB Destination to the District's 3,000 gallon above-ground diesel tank and 3,000 gallon above-ground gasoline tank, located at 2080 38th Ave., Longview, WA 98632, up to three times per week or as needed.
- b. Deliveries are to be made in a professional manner in accordance with industry standard best practices. The Contractor shall comply with all applicable laws, ordinances and permits and not unreasonably encumber the premises with equipment, materials, and personnel. Delivery site is to be kept free of the accumulation of waste, spillage, or other debris caused by the delivery and the unloading of the fuel.
- c. Tanks are to be filled in accordance with industry standard best practices and are not to be overfilled such that tank monitoring equipment malfunctions.
- d. The contractor assumes all liability and responsibilities for the handling and transportation of fuel until it has been placed in the storage tank. The contractor shall be responsible for any and all damage to buildings and/or properties caused by delivery trucks, operating personnel and damages or services necessitated by the failure to deliver fuel or the delivery of faulty product and equipment. Any repair or clean up services shall be made at the contractor's expense and to the satisfaction of the district.
- e. In the event the contractor fails to fulfill delivery terms the district may purchase fuel from another supplier and the contractor will be responsible for paying any additional acquisition costs. Habitual late or otherwise non-compliance to delivery terms shall be grounds for contract termination and recovery of damages.

7. SPILL RESPONSIBILITIES

The successful contractor shall take all measures as required by law to prevent fuel spills and will be responsible for all clean-up costs associated with fuel spillage occurring during unloading and transportation. Failure to take prompt corrective actions shall cause the District to take appropriate corrective clean-up actions and to charge the contractor for all related costs.

8. ENVIRONMENTAL CONSIDERATIONS

The successful contractor shall comply with all environmental regulations (established by the Department of Ecology) relevant to the services provided in this bid and resulting contract.

9. INSURANCE REQUIREMENTS

Contractor shall, at their own expense, obtain and keep in force the following insurance. Coverage must be maintained for a minimum of 3 years after completion of this contract for any claims made policy form. All insurance must be written with a carrier authorized to do business in the State of Washington and carry an A.M. Best Rating of at least A- or better.

Commercial General Liability	
Per Occurrence Limit	\$3,000,000
Annual Aggregate Limit	\$6,000,000
Employers Liability	\$1,000,000

Additional Insured naming Longview School District for on-going and completed operations, Contractors insurance shall be primary and non contributory, Longview School District's insurance shall be excess over any other applicable coverage.

Commercial Auto Liability	
Combined Single Limit	\$3,000,000
Endorsement CA 99 48 (Pollution)	

Contractor shall provide a Certificate of Insurance along with the Additional Insured Endorsement within 15 days of contract award. Contractor shall provide immediate notice to District if insurance coverage has cancelled for any reason. Contractor shall maintain Workers Compensation as required by the State of Washington.

10. PAYMENT

- a. Payment will be made in full approximately 30 days after delivery and acceptance of goods and receipt of itemized invoice by District's Accounts Payable Department. Fully itemized invoice is to reference the District's purchase order number, fuel price and type, and each type of tax and price being charged.
- b. When coding Washington State Excise Tax for Longview School District No. 122 purchases, use the [4-digit] Local Sales and Use Tax Code 0804, unless coding to your [own] Washington facility.

11. AWARD OF BID

The following considerations will be given in awarding this bid to the lowest responsive and responsible bidder:

- Bid Margin (Price) as explained in Item 3 - Pricing
- District experience with product and/or company
- Ability to meet delivery requirements

- Conformance to Specifications
- References
- DES Washington State contract will be included as a separate bidder and evaluated as such.
- Other

The Board of Directors reserves the rights to reject any/or all irregularities in bids submitted, to base awards with due regard to quality, and to make the award to any bidder whose bid, in the opinion of management and the Board, is the lowest responsible bid.

PART V BID FORM

Company Name: _____

Bid Margin per Gallon:

	<u>Ultra Low Sulfur Clear Diesel</u>	<u>Regular Unleaded Octane 87 Non-Ethanol</u>
MARGIN: (Exclusive of all taxes)	\$ _____/gallon	\$ _____/gallon
O.P.I.S. (Current)	\$ _____/gallon	\$ _____/gallon
APPLICABLE TAXES	\$ _____/gallon	\$ _____/gallon

All O.P.I.S. and Applicable Taxes are stated for informational purposes only. Contract award will be based upon an annual usage of approximately **86,000 gallons of diesel fuel** and **20,000 gallons of gasoline fuel**.

Company Representative Name/Contact Information: _____

Washington State Unified Business Identifier Number (UBI) _____

Federal Tax Identification Number _____

Vendor's financial terms _____

THE FOLLOWING ADDENDA HAVE BEEN RECEIVED:

(If Longview School District addends this bid, please sign below and return with your bid form).

Addendum #1 _____

Dated _____

PART VI ALTERNATES & EXCEPTIONS

State below any changes in standard of quality or specifications you wish to take. Show alternate proposal(s) and bid price.

Signed _____

By _____

PART VIII CERTIFICATION and CONTRACT OFFER

BID OPENING: 11:00 a.m. Wednesday, August 10, 2022.

I, the undersigned, having carefully examined the General Instructions, Terms, Conditions, Special Instructions, and Specifications, hereby agree to furnish the attached listed items, at a firm price as stated herein, to the Longview School District.

I further agree that this offer to supply said items will remain in effect at the price[s] bid herein for a period of not less than sixty [60] calendar days from the date of bid opening.

If and when this bid, or portion thereof, is accepted by the District, and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Longview School District No. 122 for the execution and/or delivery of said goods as bid herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

- 1 General Instructions to Bidders
- 2 Special Instructions
- 3 Specifications for Bid Number 22-0810-39

THE FOLLOWING INFORMATION IS USED TO UPDATE OUR VENDOR LIST FOR FUTURE BIDS AND QUOTES:

NAME OF FIRM _____

ADDRESS _____
Street City State Zip

PHONE _____ FAX _____

EMAIL ADDRESS _____

SIGNED BY _____ DATE _____

PRINTED NAME _____ TITLE _____

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

SIGNED BY _____ DATE _____

PRINTED NAME _____ TITLE _____

**Certification Regarding Debarment, Suspension,
Proposed Debarment and Other Responsibility Matters**

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Longview School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Longview School District should determine at any time that this certification is false, Longview School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- A. Checking the federal System for Award Management (SAM); or
- B. Collecting a certification from that person if allowed by this rule; or
- C. Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Authorized Signature

Date

Printed Name