



Gilroy Unified School District

7810 Arroyo Circle

Gilroy, CA 95020

Fuel Card Lock Service for Unleaded Gasoline and Diesel

Bid Number 2223-04

Bids Due by 2:00 PM APRIL 11, 2023



GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE, GILROY, CA 95020

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**GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE, GILROY, CA 95020**

NOTICE TO BIDDERS INVITING FORMAL BIDS

NOTICE IS HEREBY GIVEN THAT the Gilroy Unified School District (hereinafter referred to as "District" invites qualified suppliers to submit sealed bids for:

**Fuel Card Lock Service for Unleaded Gasoline and Diesel
Bid Number: 2223-04**

Bids shall be sealed and clearly marked with the GUSD Bid Name and Number and received up to, but no later than **2:00 PM, Tuesday, April 11, 2023.**

Bids shall be received at:
Gilroy Unified School District
Purchasing Department
7810 Arroyo Circle
Gilroy, CA 95020

Bids will be opened at the above stated time and place, however, no commitment will be made at that time until all bids are evaluated for pricing, specifications and other pertinent information. Any nonconforming or incomplete bids may be rejected. Bidders must comply with the instructions contained in the bid package. It shall be the full responsibility of all bidders to insure that bids are delivered to the above office by the time and date stated. Facsimile (FAX) or e-mail copies of the bid will not be accepted. The District will not be responsible for late deliveries by U.S. mail or any other means.

Copies of the bid package may be obtained from Gilroy Unified School District Purchasing Department located at the address above or by calling (669) 205-4000. Copies are also available on the Gilroy Unified School District website at www.gilroyunified.org

All questions regarding bid terms and conditions shall be submitted in writing no later than March 30, 2023 to the Purchasing Agent at the address noted above.

The District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in any bid or in the bidding process. No bid, or any portion thereof, may be withdrawn for a period of ninety (90) days after bid opening.

Publication Dates: March 10 and 17, 2023

**BY ORDER OF THE BOARD OF TRUSTEES
GILROY UNIFIED SCHOOL DISTRICT**



GILROY UNIFIED SCHOOL DISTRICT
7810 ARROYO CIRCLE, GILROY, CA 95020

Bid Name: Fuel Card Lock Service for Unleaded Gasoline and Diesel
Bid Number: 2223-04

General Terms and Conditions

1. Introduction

The Gilroy Unified School District (GUSD) is accepting sealed bids from qualified vendors for Fuel Card Lock Service for Unleaded Gasoline and Diesel in accordance with the included specifications, terms, and conditions shown in the bid documents. Prospective respondents are advised to read this information over carefully prior to submitting a bid. The successful vendor shall be awarded the contract for the period of July 1st 2023 thru June 30th 2026. At the end of that period, Gilroy Unified School District may, at their option, elect to negotiate for this contract for renewal for two (2) additional one (1) year periods with the vendor.

Please submit an original and one (1) copy of your bid in a sealed envelope to the contact person shown below no later than **2:00 PM, Tuesday, April 11, 2023**. Bids shall be sealed and clearly marked with the GUSD Bid Name and Number. No oral or electronically transmitted proposals will be accepted.

Bids shall be received at:
Gilroy Unified School District
Attn: Purchasing Department
7810 Arroyo Circle
Gilroy, CA 95020

All questions regarding bid, the terms and conditions shall be submitted via email no later than March 30, 2023 to leanna.hammer@gilroyunified.org.

2. PREPARATION OF BIDS

- A. Bidders shall prepare their submission in compliance with the instructions in this bid package. All bids must be submitted on the bid forms provided in this package. Failure to do so may disqualify your bid.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and correctly inserted before submission of your bid. Corrections must be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.



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- C. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the bidder.
- D. Bid prices shall remain open and valid subject to acceptance for sixty (60) days after bid closing date.
- E. Bids received after the specified date and time will not be considered and will be returned unopened to the bidder. It shall be the full responsibility of all bidders to insure that bids are delivered by the time and date stated. The District will not be responsible for late deliveries by U.S. mail or any other means.
- F. Quote separate prices on each individual item in the District's unit of measure.
- G. Any bid may be withdrawn or modified by a written request signed by the bidder and received by the Purchasing Agent prior to the final time and date for the receipt of bids. Once the deadline is past, bidders are obligated to fulfill the terms of their bid.
- H. Upon submission of bid documents, all such documents shall become the property of the Gilroy Unified School District.

3. **Pricing**

Fuel vendors will be required to provide fuel which conforms to current (at the time of order) applicable California Air Resources Board specifications for each type of fuel ordered.

Card Lock fuel prices shall be determined by the previous days Oil Price Index Survey (OPIS) "Rack Average", as reported for San Jose, CA, for Regular Unleaded Gasoline 87 Octane, Mid Grade Unleaded Gasoline 89 Octane, and Diesel #2 Clear Low Sulfur. The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon Margin over cost as bid in Section One of Attachment A. Total Margin over cost shall exclude all taxes and fees. The Margin over cost will remain firm for the entire contract term and any subsequent renewal periods.

The successful fuel vendor shall be responsible to fax or email weekly the adjusted prices to the Districts' Transportation Supervisor.

If OPIS is canceled or modified, Gilroy Unified School District reserves the right to re-establish the pricing mechanism or cancel all or part of the contract without prejudice to any party of the contract.



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4. Taxes

Gilroy Unified School District is a government agency therefore exempt from Federal excise tax, but is not exempt from State excise tax. Gilroy Unified School District pays sales tax.

5. Invoicing

Invoices shall detail the date and time of purchase, location and name of Card Lock site, type of fuel, number of gallons, taxes and fees, and ID or Card number. Odometer readings must be noted on invoices. Payment terms will be net payment due within 30 days of date of invoice.

6. Bid Acceptance and Rejection

Gilroy Unified School District reserves the right to accept any bid, to reject any and all bids if said rejection is deemed in the best interest of the District, to call for new bids, and to award the contract to other than the lowest bid if deemed “most advantageous to the District”.

7. Award

Award shall be made to the responsible vendor whose bid is determined in writing to be the most advantageous to the District. A combination of the following factors will be considered:

- A. Price
- B. Vendors’ previous record of performance and service
- C. Adherence to the included specifications
- D. Proximity to Transportation yard located at: 220 Swanston Lane,
Gilroy, CA 95020

8. Conflict of Interest Statement

The vendor shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract.

9. Qualification/Inspections/Interviews

Bids will only be considered from companies normally engaged in providing the types of products and services specified herein. The District reserves the right to inspect the



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vendors' facilities, products, personnel, and organization at any time, or to take any other action necessary to determine companies ability to perform. The District reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The District reserves the right to interview any or all responding vendors and/or to award a contract without conducting interviews.

10. Card Lock Facilities Location

Geographic location is a major consideration in the evaluation and awarding of this bid. Card Lock facilities shall be in the immediate vicinity of Gilroy Unified School District Transportation Yard. Fuel cards must be accepted in Card Lock "foreign" facilities located outside of the City of Gilroy. Include with bid, a map of California locations. Each Card Lock facility shall be accessible by heavy equipment, public transit buses, trucks with trailers, and offer both Unleaded Gas 87 Octane and 89 Mid Range Octane, and #2 Clear Low Sulfur Diesel Fuel. Card Lock facility must be accessible twenty four (24) hours a day, seven (7) days a week.

Gilroy Unified School District requires an estimated 75 cards. A PIN number is required for all cards.

11. Fuel Type and Usages

Gilroy Unified School District will require Regular Unleaded 87 Octane, Mid grade Unleaded 89 Octane Gasoline, and #2 Clear Low Sulfur Diesel Fuel at the Card Lock sites. Gilroy Unified School District shall not be obligated to purchase a minimum monthly or annual quantity and shall not be required to purchase all of its requirements from a contract resulting from this bid.

Estimated annual fuel usages are as follows:

Diesel #2 Clear Ultra Low Sulfur: 83,490 gallons
Regular Unleaded 87 Octane Gasoline, 19,556 gallons
Mid Grade Unleaded 89 Octane Gasoline, 139 gallons

These are estimates only and may not be relied upon in providing a response to this bid. Actual usage may be lesser or greater than estimated.

12. Insurance Obligations of Vendor

Vendor agrees to deposit with the District prior to the effective date of the contract, certificates of insurance necessary to satisfy the District that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates thereof on deposit with the District during the entire term of this contract.



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A. Worker's Compensation and Employer's Liability.

Workers' compensation limits as required by the Labor Code as the State of California and Employers Liability limits of \$1,000,000 per accident.

B. Comprehensive General Liability or Commercial Liability and Business Automotive Liability.

\$1,000,000 combined single limit per occurrence or accident for bodily injury, personal injury and property damage.

C. Indemnification/Hold Harmless

The contract between the District and the selected vendor will include the following provision:

The vendor shall defend, indemnify, and hold harmless the District, the Board of Trustees of the District, each member of the Board, and their officers, agents and employees against the payment of any and all costs and expenses, including but not limited to attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts of omissions of the Vendor, the Vendor's officers, employees, or consultants, in performing or failing to perform any work services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.

13. Termination of Contracts/Purchase Orders

Gilroy Unified School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) day written notice or may terminate without cause giving a thirty (30) day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if Gilroy Unified School District does not appropriate funds for the goods and/or services under the purchase order or contract.



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14. Bidder References

All bidders must submit three (3) Customer References to help indicate the Bidders' fitness as an acceptable source for services or product and their ability to provide awarded items.

15. Piggyback Option

See attached Piggyback Clause to be submitted with the bid. Acceptance or rejection of this clause will not affect the outcome of this bid.

16. Non-Collusion Affidavit

See attached Non-Collusion Affidavit to be executed by bidder and submitted with the bid.



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REQUIRED DOCUMENTS / SIGNATURE PAGE

The following documents are signed and/or included in the Bid Package. Failure to comply will be considered a “No Bid”.

Yes No

- | | | |
|-----|-----|--|
| ___ | ___ | Required Documents/Signature Page |
| ___ | ___ | Attachment A: Pricing Schedule |
| ___ | ___ | Attachment B: Selection and Evaluation Criteria |
| ___ | ___ | California Map Showing Facility Locations with Hours and Days of Operation |
| ___ | ___ | Certificate of Liability Insurance |
| ___ | ___ | Bidder References |
| ___ | ___ | Non-Collusion Affidavit signed and included |
| ___ | ___ | Piggyback Option |

The undersigned acknowledges:

1. Having read carefully the bidding conditions and the specifications, the undersigned submits the attached bid.
2. The Governing Board of the Gilroy Unified School District reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding process.
3. Receipt of addenda, if any, as follows: _____
4. Having read carefully the bidding terms and conditions, and the specifications, the undersigned submits the following bid. Any special conditions the School District needs to know in regards to your bid must be listed here:

Company Name: _____

Authorized Signature: _____

Title: _____



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ATTACHMENT A:

Card Lock Services

Pricing based on daily OPIS, San Jose, CA "Rack Average" price report.

Section One: Card Lock Services

Diesel #2 Clear Low Sulfur \$_____ per Gallon

Margin over cost \$ _____ per Gallon

Regular 87 Octane Unleaded Gasoline \$_____ per Gallon

Margin over cost \$ _____ per Gallon

Regular 89 Octane Unleaded Gasoline \$_____ per Gallon

Margin over cost \$ _____ per Gallon

List on Attachment "B" any and all fee types and costs for Card Lock services.

Company Name: _____

Authorized Signature: _____

Title: _____



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ATTACHMENT B:

Selection and Evaluation Criteria

Attach information on separate sheet of paper if necessary.

Please list any charges for the initial issue or replacement of cards, or use of them.

Bidders Facility Address Closest to Gilroy Unified School District Transportation Yard:

Utilizing MapQuest, please provide the following information where the Bidders facility address is the starting location and the Gilroy Unified School District Transportation Yard at 220 Swanston Lane, Gilroy, CA 95020 is the ending location.

Shortest Time: Total Estimated Time: _____

Total Estimated Distance: _____

Shortest Distance: Total Estimated Time: _____

Total Estimated Distance: _____



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PIGGYBACK CLAUSE

Public Contract Code 20118. Pursuant to Public Contract Code 20118 and 20652 (Community Colleges) Gilroy Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. Instead of listing all agencies and Districts individually the Gilroy Unified School District intentionally names all public agencies and District's in total. The District further waives its right to have warrants issued in its favor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

- Yes, Piggyback Option Granted
- No, Piggyback Option Not Granted

Signature

Date

Print Name & Title of Authorized Signer:

Name Title Company

Address: _____



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**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California)
)
County of _____) ss.
_____)

_____ being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

NOTARY FOR NON-COLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this _____ day
of _____, 20_____.

Signature of Notary

(SEAL OF NOTARY)

Typed Name of Notary