MEAD SCHOOL DISTRICT 354
2323 E FARWELL RD
MEAD WA 99021

Request for Proposal

Fuel 2024-2025

Unleaded and Diesel Fuel

Card Lock Fueling
&
On-Site Fueling
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REQUEST FOR PROPOSAL
FUEL – UNLEADED AND DIESEL
CARD LOCK &/or ON-SITE FUELING
For Mead School District 354
Proposal Due Date: May 28, 2024

1. INTRODUCTION AND GENERAL CONDITIONS

Mead School District 354 will be accepting sealed proposals at the Transportation Facility at 12304 N Market St, Mead Washington 99021, on or before the 28th of May, 2024, until the hour of 11:00 a.m. of said day for UNLEADED and DIESEL FUEL. Please bid for card lock fueling and/or on-site fueling. The bid is for the 2024-2025 school year with four one-year extension options.

Proposals will be publicly open and read aloud at the District Transportation Office at 11:00 a.m. on said day. All interested individuals are invited to attend.

1.1 PROPOSALS

a) All proposals must be submitted in writing and in accordance with instructions provided by the district. Proposals received after the time stated in the notice to Bidders will not be considered. Such proposals will remain unopened and be made available for retrieval by the Bidder. This solicitation does not commit the district to pay any costs incurred in preparing, presenting, or returning proposals.

b) The Bidder assumes the risk of any delay in the mail or the handling of the mail by District employees. Whether sent by mail or by personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the specified place.

c) General and special instruction, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.

d) The submission of a proposal will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, equipment, and services and complies with the specifications.

e) In all specifications, the words “or equivalent” are INCORPORATED BY REFERENCE WITH each item description. The district’s decision as to whether an alternate or substitution is, in fact, “equivalent” shall be final.

f) The district must receive a written objection to specifications or bidding procedures at least ten (10) business days before the date and time bids are scheduled to be opened.
1.2 INDEMNIFICATION AND HOLD HARMLESS

The Vendor shall indemnify and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers provided, however, that the Vendor shall not be required to indemnify for the following:

a) Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives, and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;

b) Acts of intentional misconduct or negligence by the party to be indemnified.

1.3 CRIMES AGAINST CHILDREN

RCW 28A.400.330 prohibits a bidder, or any of its sub-bidders, from utilizing any employee at a public school who has contact with children at a public school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9A.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract or purchase order.
a. DEBARMENT / SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR 3017, for prospective participants in primary covered transactions, as defined at 7 CFR 3017, Sections 3017.105 and 3017.10---

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form), your company certifies that it meets the federal government’s requirements below:

1.4 ANTI-DISCRIMINATION

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the district unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

1.5 CONFLICT OF INTEREST

The Vendor hereby represents, covenants, and agrees that there is no officer or employee of the district forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.
1.6 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Washington, with a venue in Spokane County.

1.7 COMPLIANCE WITH LAWS AND REGULATIONS

The Vendor agrees to fully comply with all Federal, state and local laws, orders, rules, regulations and ordinances, including but not limited to those relating to industrial insurance, medical aid, unemployment compensation, pension, social security, minimum wages, equal employment, safety standards and building codes and the Vendor shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Vendor or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the district.

The Vendor shall cause all such persons to preserve and protect all confidential information of the district to which they may have access during the performance of work. The district may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

1.8 COSTS AND ATTORNEY’S FEES

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys’ fees.

1.9 SANCTIONS FOR BREACH OF PERFORMANCE

In the event of the Vendor’s failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate. This includes but is not limited to serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the district dictate.

If the Vendor violates any terms of their proposal, the Contract, school board policy, or any law, the district may procure the goods or service from other sources without such procurement constituting an event of default under the Contract, and the district reserves all of its rights and remedies thereunder for such breach. The vendor shall not be entitled to any unearned amounts. In addition, the district has the right to disqualify said vendor from bidding for a period to be determined at the district’s sole discretion. Proposals from disqualified bidders will not be accepted during the period of disqualification.

1.10 DIRECTION OF PERFORMANCE

The vendor agrees to use its best efforts and diligence to promote the district's interests. The district will provide general guidance concerning the performance of the duties called for herein; the Vendor
shall be exclusively responsible for managing its employees and equipment in performance of the terms of the Contract.

1.11 SEVERABILITY

In the event that any provisions of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

1.12 ASSIGNMENTS

This contract or purchase order shall not be assignable in whole or part without the written consent of the district. It is the policy of the Mead School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District’s likelihood of receiving performance on the contract or purchase order.

1.13 AGREEMENT

Either a Purchase Order will be provided, or the awarded Vendor will be required to sign an Agreement with the Mead School District. Failure to sign the Agreement within ten (10) working days could result in elimination from the RFP process.

1.14 INSURANCE

Liability insurance shall be for the full duration of the contract and shall protect the Vendor and the District, their agents, representatives, and employees from claims that may arise out of, or result from, the Vendor’s operations. The limits of liability for comprehensive general liability and automotive liability shall not be less than $1,000,000 combined single limit. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Vendor. Any deductible provision in liability policy shall be the responsibility of the Vendor. The district shall be named as an additional insured on the policy, and the insurance provider shall notify the Mead School District #354 Transportation Director in writing thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy. Proof of insurance shall be submitted in writing to the School District Transportation Office at 12304 N Market Street, Mead, WA 99021, fifteen (15) calendar days of receipt of notice of award. Failure to provide proof of insurance, as required, shall result in contract cancellation.

1.15 MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

Mead School District #354 encourages the participation of minority-owned and women-owned Business Enterprises in this Request for Proposal.
2.1 INTENTION

The district intends to enter into a contract or issue a purchase order with a single qualified vendor for the procurement of unleaded and diesel fuel. The district may select one vendor for on-site fueling and another for fueling by card, or it may select one vendor for both methods or one method.

The Contract or Purchase Order will be awarded to the responsive Bidder with the lowest overall proposal amount that best meets the needs of the district. The decision as to what vendor best meets the needs of the district shall be the district's sole responsibility and will be final. To be responsive, the Bidder must comply with all District’s bidding procedures and the proposal specifications and requirements as set forth herein. To be qualified, the Bidder must have and maintain all the requisite licenses required by statute. If two qualified responsive Bidders provide the same lowest overall proposal amount, the district may select the Successful Bidder in its sole and absolute discretion.

2.2 ESTIMATED FUEL CONSUMPTION

Ultra-Low Sulfur (ULS) Diesel #2                  160,000 gallons
Unleaded Gasoline                                          40,000 gallons
Off-Road Diesel                                                1,000 gallons

Diesel Exhaust Fluid (DEF) as required: Estimated consumption is unknown. Currently, the District has 40 school buses requiring DEF.

2.3 SPECIFICATIONS

a. Fleet Information: The school bus fleet currently comprises 105 buses. The motor pool and support vehicle fleet comprise approximately 50 vehicles using either gasoline or diesel.

b. Primary Requirement: Should the District select mobile fueling as an option, please submit bids for ULS Diesel #2 fueling service and DEF for district buses for the period of September 1, 2024, through August 31, 2025. The successful bidder shall provide mobile fueling for individual school buses every other day between the hours of 5:30 pm and 11:00 pm while school is in session. Mobile fueling will be accomplished on-site at the District Transportation Facility located at 12304 N Market, Mead, WA 99021.

c. Off-Site Fueling and Card Lock: For all other fueling services - ULS Diesel #2 for buses (while school is not in session) and other District vehicles (Motor Pool Fleet and other support vehicles), Unleaded Gasoline and Off-Road Diesel for District vehicles other than school buses – preference will be given to the bidder who can provide card lock fueling site(s) within five miles of the District Transportation Facility located at 12304 N Market, Mead, WA 99021. The fueling site(s) must be fully automated and activated by card use. The fueling site(s) is to be lighted, equipped with a restroom facility, and open twenty-four hours a day, seven days a week. Additional preference will be given to a bidder that has additional fueling sites around the Pacific Northwest (Washington, Idaho, Montana, and Oregon).
There must be adequate space at the diesel and gasoline pumps to accommodate at least two forty-foot vehicles.

The successful bidder shall be able to deactivate/cancel cards within twenty-four hours’ written notice from the district. Additionally, the vendor shall not deactivate/cancel individual cards without either an acknowledged written notification to the district or the district's expressed written request/approval. Notification and requests via email are acceptable. The district may request permanent unassigned cards to be used on an occasional, temporary basis. New cards for assigned users shall be delivered within seven business days.

d. **Products:** All fuel supplied must meet or exceed the most current ASTM specifications relevant to the fuel type required. The district reserves the right to test fuel samples to verify specification compliance. Failure to supply fuel that meets the minimum specifications may result in contract termination. Additionally, if the test results show that the products delivered/purchased do not meet minimum specifications, a $1,000 penalty fee may be assessed to the vendor by the district. The penalty does not waive the district’s right to file for damages incurred from fuel-related damage to vehicles. Unleaded gasoline shall have a minimum octane rating of 87.0 (R+M-2).

These products shall be suitable for use as motor fuel with no additives other than those added at the refinery. Motor fuel products shall not be blended with any other products designed to be used as gasoline extenders or octane improvers. Approved seasonal additives may be added to ULS Diesel #2.

e. **Exclusion:** While the contract entered between the district and the successful bidder will provide fuel for the majority of the district fleet, some vehicles may use fuel from another vendor based on available fuel site locations at the time of need, i.e., a bus requiring fuel at a remote location or at a time and place where it is impractical to drive to a fuel site not covered by the fueling contract. In such instances, fuel purchased from alternate vendors will not be considered in violation of the fueling contract.

f. **Taxes:** Bid prices shall exclude Federal Excise Tax, Washington Sales Tax, Superfund Assessment Tax, Hazardous Material Assessment Tax, State Excise Tax, and Seasonal Additive Cost. Except for the Federal Excise Tax, the remaining taxes/assessments shall be identified as separate line items on invoices.

g. **Base Bid:** You may bid on Unleaded Gasoline and/or Diesel Fuel on this bid, and each type of fuel may be awarded to separate vendors. It is recommended that you supply prices on all fuel if you are able to supply all types of fuel. The district shall give preference to awarding the contract or purchase order to one supplier if it is deemed in the best interest of the district. Additionally, the District requests bid prices for both Card lock and onsite refueling in separate categories.

h. **Vendor Qualifications:** Safety Standards—Fuel handling shall comply with all applicable safety laws and standards of the State of Washington and standards established by the US Department of Transportation, the US Department of Labor’s Occupational Safety and Health Act (OSHA), accepted industry practices, and City/County requirements.

Volume Verification Requirements – Dispensing meters are to be certified by the Washington State Department of Weights and Measures, and delivery volumes shall not be temperature-corrected.

i. **Cancellation of Contract:** Notwithstanding the contract duration, the district may terminate the contract without notice for failure to comply with the conditions stated herein.

j. **Understanding and Agreement:** By signing and returning your bid proposal, you are acknowledging your understanding of the conditions herein and agree to comply with all information listed in this Request for Proposal.

k. **Contract Dates:** The contract period is from September 1, 2024, to August 31, 2025, with four (4) one-year renewal options. This contract may be renewed under the same terms and conditions specified herein for a period not to exceed one additional year. This
renewal option may be exercised four (4) times after the original contract year for a total period not to exceed five years.

I. **Access to Fuel Card Information:** The District desires the ability to report information based on fuel used, such as miles per gallon. The vendor will be responsible for providing the district with cards and maintaining these records. Upon the district’s request, the vendor will provide the district with all cardholders within one business day.

For a proposal to be considered by the District, Bidders must comply with all of the district’s bidding procedures and the specification requirements set forth herein.

The Successful Bidder must meet or exceed all minimum RFP qualification requirements. All submitted proposals must provide at least all requested information in this RFP. **Any portion not included will be cause for elimination from the RFP selection process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The district reserves the right to eliminate from further consideration any proposal that is deemed to be substantially or materially unresponsive to the request for information contained in this section.

### 2.4 PROPOSAL DELIVERY

All Proposals are deemed final upon receipt by the district and shall be delivered in a sealed envelope or mailed to:

Tony C.D. Davis  
Mead School District 354  
12304 N Market St  
Mead, WA  99021

[mailto:tony.davis@mead354.org](mailto:tony.davis@mead354.org)

### 2.5 ANTICIPATED TIMELINE

RFP Issued: May, 2024  
Post Request for Proposal to Mead School District Website: May 1, 2024  
First Newspaper Posting:  May 6, 2024  
Second Newspaper Posting:  May 13, 2024  
Final Bids Due:  May 28, 2024  
Board Approval:  June 10, 2024  
Notice of Award: After Board Approval  
Project Commencement: September 1, 2024

### 2.6 ACCEPTANCE/REJECTION

The district reserves the right to reject all proposals and waive informalities or irregularities with respect thereto, as well as to contract in the best interests of the district. If the district decides to award the project, it will be awarded to the qualified responsive bidder that provides the lowest overall proposal that best meets the needs of the district. To be responsive, the Bidder must comply with all bidding procedures, requirements, and specifications as set forth in this RFP. To be qualified, Bidder must maintain all required licenses as specified herein.

### 2.7 EXCEPTIONS/VARIANCES
All exceptions or variances to the proposal specifications must be clearly noted in writing. Failure to do so causes the rejection of a proposal. Specific brand names are given as an example of quality and include by reference other brands that are equal to the description provided.

2.8 QUESTIONS

Technical Questions concerning this RFP shall be directed to:

Transportation Director
Mead School District #354
Office: (509) 465-6108

2.9 BID CRITERIA

Bids will be evaluated based on the following criteria:

- Price for Fuel & Services (Greatest Weight) 30
- Experience with Mead School District 20
- Required Licenses 15
- Vendor Certifications, Experience, & Reputation 15
- Quality of the Request for Proposal Response 10
- Location of the Fueling Stations 10

3 SPECIAL INSTRUCTIONS

3.1 Price Escalation/De-Escalation

a) **Fuel Pricing**: Because Fuel Pricing fluctuates daily, the Oil Price Information Service (OPIS) subscription standard has become the de facto standard for establishing fuel contract prices. OPIS regularly collects and reports fuel prices nationwide as the refueling terminals (also referred to as “Rack”). Fuel contract prices will be allowed to increase or decrease during the contract’s life. **OPIS daily “Contract” Average** rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. No other price change publication will be considered. Bidders are instructed to propose a Not-to-Exceed OPIS price multiplier for gasoline and the diesel family of fuels.

All bids will be based on the **OPIS daily “Contract” Average** rack prices. Price differentials (multiplier) for each product will be established by determining the difference between **OPIS Petroleum Administration for Defense Districts (PADD) 4/5 Spokane, WA Average**, regardless of where the bidder sources the fuel to be delivered. The differential will remain constant throughout the contract period.

Example of fuel price calculation:

- $2.00 per gal of ULS Diesel #2 (OPIS price on June xx, 20yy)
- Multiplied by
- 1.007 (Contractor multiplier)
- Multiplied by
- 10,000 Gallons (Delivered on June xx, 20yy)
- Equals
- $20,140.00 (Invoiced to the District)
b) **OPIS Daily Posting**: The State of Washington makes available the OPIS daily averages for the purposes of validating the contract has been correctly calculated at:

ESFuel/PricePage.xls

The successful bidder shall be required to maintain their own subscription to OPIS in order to calculate contract fuel prices correctly.

**3.2 Invoicing Requirements**: The District shall pay accurately prepared invoices within thirty (30) days upon receipt of the invoice. The district recognizes payment delays can be costly to vendors, but vendors shall also recognize that the inability to readily validate that contract pricing has been correctly calculated is the primary cause of payment delays. Therefore, to streamline invoice audits and empower vendors to be paid more quickly, all invoices must be accompanied by the supporting information/documentation needed to readily verify that contract prices have been correctly calculated and delivery terms have been met. This information/documentation may include but is not limited to, a copy of the applicable OPIS posting used to reconcile contract pricing. Incorrect invoices may be returned for correction and reissue and will likely result in delayed payments. Invoices shall have the following:

a) Contract Number

b) Customer Account Number

c) Invoice Number with Printing Date and Invoice Range, i.e., May 1-15

d) Vendor’s OPIS Price Multiplier

e) For each transaction (Card Lock Number (as applicable), Vehicle Number, Type of Fuel Dispensed, Quantity for Each Card/Vehicle, Date and Time of Delivery/Purchase, OPIS Daily Price, and any other Point of Sale data requested by the district.

f) Fuel Tax Credits (as applicable)

g) Applicable Fuel Related Taxes

h) Applicable Fuel Related Fees, i.e., seasonal additives

**3.3 Penalty for Lack of Fuel**: If the vendor fails to have adequate fuel supplies or the district has access to sufficient fuel supplies for longer than eight (8) hours, the district has the right to purchase from another supplier. The district may charge any added costs to the vendor who failed to perform under the terms of the contract.

**3.4 Lost Keys, Fobs, etc.**: It is understood that any School District property issued to the vendor will be returned upon request or when the contract is terminated. The vendor will be responsible for payment of any issued property not returned or damaged.
BID PROPOSAL
Having carefully read and understood all sections of this Bid, I/we agree to provide all fuel as per specifications for the following price. The OPIS Price Multiplier will remain constant throughout the Contract. Do not include sales tax. COMPLETE ALL ITEMS FOR THIS SECTION.

COMPANY NAME
1. Name of Company Responding

ON-SITE FUELING PRICING MULTIPLIER

<table>
<thead>
<tr>
<th>FUEL TYPE</th>
<th>Unleaded Price Multiplier</th>
<th>Diesel #2 Price Multiplier</th>
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<td>EXAMPLE:</td>
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<td>On-Site Fueling Price Multiplier Bid</td>
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<td>1B.)</td>
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CARD-LOCK OPIS PRICING MULTIPLIER

<table>
<thead>
<tr>
<th>FUEL TYPE</th>
<th>Unleaded Price Multiplier</th>
<th>Diesel #2 Price Multiplier</th>
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<tr>
<td>EXAMPLE:</td>
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<tr>
<td>Card Lock OPIS Price Multiplier Bid</td>
<td>1A.)</td>
<td>1B.)</td>
</tr>
</tbody>
</table>

PUMP INFORMATION
2. PUMPS NEAREST 12304 North Market, Mead, WA
   A.) Address of Pumps
   B.) Number of Unleaded Pumps
   C.) Daily Unleaded Capacity
   D.) Number of Simultaneously Unleaded Fueled 40-Foot Buses
   E.) Number of Diesel Pumps
   F.) Daily Diesel Capacity
   G.) Number of Simultaneously Diesel Fueled 40 Foot Buses

3.) Brand of Unleaded
   4.) Brand of Diesel

BIDDER: Make and retain a copy of this document for your records.
RETURN IN A SEALED ENVELOPE NO LATER THAN:

11:00 A.M., May 28, 2024

VIA MAIL OR HAND DELIVERY TO THE FRONT DESK

TO: MEAD SCHOOL DISTRICT NO. 354
   ATTN: KATIE GRANADO, PURCHASING
   East 2323 Farwell Road
   Mead, WA 99021

Mark Envelope: "FUEL BID 2024"

Respectfully submitted,

____________________________________________
COMPANY NAME

____________________________________________
WA ST. DEPT. OF REVENUE UBI NO.

____________________________________________
WA ST. DEPT. OF L&I REGISTRATION NO.

____________________________________________
ADDRESS

____________________________________________
SIGNATURE

____________________________________________
PRINT OR TYPE NAME TITLE
Bids will be evaluated based on the following criteria:

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<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
<th>Comments</th>
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<tbody>
<tr>
<td>I. Price for Fuel &amp; Services (Greatest Weight)</td>
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<tr>
<td>Max Point 30</td>
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<td>II. Experience With Mead School District</td>
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<td>Max Point 20</td>
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<td>III. Required Licenses</td>
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<td>IV. Vendor Certification, Experience, and Reputation</td>
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<td>V. Quality of the Request for Proposal Response</td>
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<td>VI. Location of the Fueling Stations</td>
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<td>Max Point 10</td>
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