

INVITATION TO BID GASOLINE AND DIESEL FUEL

The Board of Education of Midland Public Schools (herein after called the Board of Education or the District) will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

BID DESCRIPTION:

Midland Public Schools will receive sealed bids for gasoline and diesel fuels. The intent of this Invitation for Bid is to establish a twelve (24) month contract for the purchase of gasoline and diesel fuel for the Midland Public Schools Transportation Department with two yearly renewal options with mutual consent.

Copies of this solicitation and any issued Addenda may be obtained in the administration office, at 600 E. Carpenter St. Midland Michigan 48640, between 8:00 a.m. and 3:30 p.m., Monday through Friday, or by contacting the Facilities and Operations Department contact indicated, prior to the time and date specified for proposal deadline.

Submission Deadline: November 22, 2021 at 2:00 P.M. local time

Midland Public Schools Administration Center
600 E. Carpenter St
Midland, Michigan 48640

Bid Contact Info:

Michael Moeggenberg, Director of Facilities and Operations
Phone: 989-923-5035
Email: moeggenbergmj@midlandps.org
*Reference bid title in subject line of all emails.

INSTRUCTIONS

1. BID SUBMISSION

a) Bids must be submitted in a sealed envelope or other sealed container, marked **"GASOLINE AND DIESEL FUEL BID"** in the bottom left hand corner and the name and address of the vendor in the upper left-hand corner.

b) Upon submittal vendor shall include the following original documents in this order:

- Signed Proposal Response Cover Sheet
- Signed Certification of Compliance with Specifications
- Signed Conflict of Interest statement
- Signed Iran Economic Sanctions Act Certification
- Submit one (1) signed Pricing Bid Form

c) **The submission deadline is November 22, 2021 at 2:00 p.m. local time.**

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. We do not accept FAX proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time unless deemed an act of God by the district. The opening and reading of a bid does not constitute The Board of Education's acceptance of the Contractor as a responsible and responsive Contractor.

d) Bids must be delivered to:

Michael Moeggenberg, Director of Facilities and Operations
Midland Public Schools
600 E. Carpenter St
Midland Mi. 48640

2. BID OPENING

a) Time of Opening: Bids will be accepted until 2:00 P.M. local time on November 22, 2021, at which time bids will be opened and read aloud for presentation to the Board of Education at their next regularly scheduled meeting. No oral, telephonic or facsimile proposals will be considered. NO proposals will be considered after time of closing of bids unless deemed an act of God by the district that interrupted the delivery of the bid.

b) Location of Opening: Bids will be opened and read at the Midland Public Schools Administration Building 600 E. Carpenter St, Midland Michigan 48640. You are invited to be present at the bid opening.

SPECIFICATIONS

1. PERIOD OF CONTRACT:

The contract shall be for the period **February 1, 2022 through January 31, 2023 with two 1-year renewal options with mutual parties consent.**

2. DELIVERY REQUIREMENTS:

Service must be prompt and dependable. Deliveries shall only be made with the district's authorization. All deliveries shall be guaranteed within forty-eight (48) business hours of receipt of order or notification. All deliveries must be freight prepaid, FOB: destination.

The delivery driver will meter the product into tanks, sign and furnish a delivery ticket with the beginning and ending meter reading. Delivery tickets must be signed by the transportation department. Deliveries will be made in "gross gallons".

- Bidder will provide Midland Public Schools with a one hour notification prior to driver delivery.
- Driver will put in additive when floating.
- All deliveries shall be guaranteed within forty eight (48) business hours of receipt of order or notification.

3. QUANTITIES:

The quantities listed herein cannot be guaranteed; however, the staff anticipates purchasing the minimum quantities listed. The quantities listed for each individual item will be ordered for quantities as needed. Midland

Public Schools reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

**NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT.
ORDERS WILL BE PLACED AS NEEDED.**

4. ESTIMATED QUANTITIES:

Midland Public Schools operates approximately 42 diesel vehicles and 26 gasoline vehicles.

Location	Tank Size	Approximate Fuel Used 2018
600 E. Carpenter St.	Two 12,000 gallon Diesel	90,600 gallons
600 E. Carpenter St.	One 6,000 Gasoline	18000 gallons

5. PRODUCT SPECIFICATIONS:

5.1 Unleaded Gasoline:

Must have a minimum octane rating of 87; proof of octane must be shown; shall contain no more than 10% methanol, ethanol or any other alcohol; must conform to ASTM D4814 specifications and latest amendments.

5.2 #2 Ultra Low Sulfur Diesel Fuel

For highway and road use; winter mix shall be available November through February; .05% maximum sulfur content; .02% maximum ash content; conforms to ASTM D-975 and Federal Specification VV-F-800D; -10 degree Fahrenheit cold point; -10 degree Fahrenheit pour point; 140,000 or lower BTU/Gal (gross). Additives must be in accordance with ASTM standards.

6. FUEL PRICE CALCULATION:

The price per gallon paid by the Board of Education for diesel fuel and gasoline will be based on the unbranded average as published weekly by the posted terminal price document (defined below in paragraph 7), plus applicable taxes, plus a constant **fixed price differential indicated on the bid form.**

The fixed price differential shall include the cost of delivery, overhead, and profit above the posted terminal price. Prices shall be freight prepaid, F.O.B destination.

7. POSTED TERMINAL PRICE:

The vendor's cost of fuel from the refiner's depot, as shown on the posted terminal price document.

- 7.1. Bidder shall select and disclose a refiner's depot that will be used to supply fuel to the specified destinations.
- 7.2 Bidder should indicate in the space provided on the bid form, the first and last names, and telephone number(s), of the source refinery employee(s) who may verify fuel prices for a given day and the location of the selected source refinery.
- 7.3 Failure to supply the above requested information on the bid form may be grounds for bid disqualification, or cancellation of the purchase order without further cause.
- 7.4 Posted Terminal price documentation, verifying posted terminal price shall be furnished with all invoices. The unbranded average shall be used as the basis for invoicing purposes. Documentation shall be from the Oil Price Information Service (OPIS), and shall bear the OPIS logo and/or letterhead, or shall be from the Data Transmission Network Corporation (DTNergy) Fast Rack.

GENERAL BID INSTRUCTIONS AND CONDITIONS

(PLEASE READ CAREFULLY)

ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. The Board of Education also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract.

ADDENDA

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of The Board of Education. Any and all Addenda issued by The Board of Education will be mailed to all parties that have requested a copy of this Invitation to Bid. Copies of any issued Addenda may also be obtained by contacting the district contact noted on the cover of this Invitation to Bid. It is the responsibility of the Contractor to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than The Board of Education, the original document in The Board of Education's files takes precedence.

AWARDING OF CONTRACT(S)

Contracts may be awarded to the lowest evaluated bidder, which in the judgment of the Board of Education, meets all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of the board of education by providing the best value to the Board of Education. The Board of Education reserves the right to award any bid entirely to one vendor or make multiple bid awards as it deems in its best interest.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form". Any bids received after scheduled time of opening will be returned unopened to the bidder. Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

Bids received after the deadline will automatically prevent the reading of your bid and will be returned unopened. **We do not accept FAX proposals.** The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time unless board deems an act of God. The opening and reading of a bid does not constitute The Board of Education's acceptance of the Contractor as a responsible and responsive Contractor.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form. All blanks and information requested are to be completed on the bid form in order to qualify your bid.

- (1) **Signatures:** Bids must be signed by an authorized official of the Contractor. Each signature represents binding commitment upon the Contractor to provide the goods and/or services offered to the Midland Public Schools Board of Education if the Contractor is determined to be the most responsive and responsible Contractor.
- (2) **No Response:** Businesses that fail to respond to Invitations to Bid or notices of availability on two (2) consecutive occasions of similar items shall be removed from the applicable vendor mailing list.
- (3) **Corrections:** No penciled information will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are to be initialed.
- (4) **Errors:** No Bid can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of vendors in making up their bids. Any bids received unsigned will be rejected.

- (a) Clerical errors or irregularities are subject to correction only with concurrence with the Districts Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.
- (5) **Clarifications**: For any clarification relative to this Invitation to Bid, contact Michael Moeggenberg, Midland Public Schools Facilities and Operations Department, 600 E Carpenter St, Midland Michigan 48640, Telephone (989) 923-5035.

BILLING

The following terms shall be made a part of all transactions where invoices are involved with The Board of Education. Invoices to The Board of Education shall include all applicable information including but not limited to, quantities, delivery charges. All invoices must show the Board of Education's purchase order number, date of delivery, and name of location and list of items or service delivered by item name.

It is imperative that invoices be submitted to The Board of Education in a timely manner. Therefore, invoices shall be submitted to The Board of Education **within five business days of delivery** of services have been performed, the products have been delivered, and/or items have been installed, unless special permission is granted by The Board of Education.

EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

FORMATION OF CONTRACT

Contractor's signed bid and The Districts written acceptance shall constitute a binding contract, according to the Terms and Conditions and Specifications set forth in this Invitation to Bid.

HOLD HARMLESS:

Successful Contractor agrees to indemnify, defend, and hold harmless The Board of Education, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

INSURANCE REQUIREMENTS

Successful contractor shall carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workman's Compensation Act, for claims for damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to the Board of Education. In addition, successful contractor shall attempt to maintain continuous professional liability coverage for the project/services period, and for a period of two years following completion of the project/services, if such coverage is reasonably available at commercially affordable premiums. For this purpose of this Agreement, "reasonably available" and "commercially affordable", shall mean that more than half the contractors practicing in the State are able to obtain such coverage.

MIOSHA STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

If applicable, all materials and services must meet or exceed MIOSHA(Michigan Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

PAYMENT TERMS

All payments will be made off of original invoices only and require approval by the Director of Finance prior to disbursement. A purchase order will be issued to the contractor. Purchase order number must be included on all invoices along with delivery receipt sign by a manager in the Midland Public Schools Transportation Department.

PENALTIES

In case of default by the vendor, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

PRICES

All prices quoted by the various bidders must be firm for a maximum period of **sixty (60) days** to allow bid acceptance by The Board of Education. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the bid. Also, corrections made with correction tape or fluids are to be initialed. Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the district. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

RESULTS

Tabulations will be made by the Operations Department and each qualified bidder will be mailed a formal tabulation after The Board of Education has taken official action. The Board of Education meetings are normally held once a month. Bidders are requested not to call the District for a tabulation of the bids before the Board has taken official action.

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Districts Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each vendor submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

TAXES

Midland Public Schools will furnish the successful bidder with proper tax exemption certificates upon request.

TERMS OF THE OFFER

The Board of Education's acceptance of Contractor's offer will be limited to the terms herein unless otherwise expressly agreed in writing by the Agency. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMINATION:

Either party may cancel this Agreement for any reason and without any liability therefore, upon giving the Contractor ***thirty (30) days prior written notice***. Such notice shall be sent to the last known address of the Contractor. The Board of Education may terminate this Agreement at any time for any reason with or without cause; however, in the event The Board of Education elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

BID RESPONSE COVER SHEET

GASOLINE AND DIESEL FUEL

To: Midland Public Schools
Facilities and Operations
600 E. Carpenter St
Midland Mi. 48640

The undersigned, having carefully read and considered the Invitation to Bid to Gasoline and Diesel Fuel for The Midland Public Schools Board of Education, does hereby offer to perform such services on behalf of The Board of Education, in the manner described and subject to the terms and conditions set forth in the attached bid.

Company Name: _____

Mark Appropriately:

Doing business as: an individual a partnership a corporation a limited liability company, duly organized under the laws of the State of _____ .

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

OFFICIAL TITLE: _____

PRINCIPAL OFFICE INFORMATION:

Address _____

Telephone: _____ FAX: _____

Email Address: _____

**CERTIFICATION OF COMPLIANCE WITH
SPECIFICATIONS FOR GASOLINE AND DIESEL FUEL**

Certification of Compliance with Specifications:

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies to the Midland Public Schools Board of Education that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

NAME OF COMPANY -----

BY

(SIGNATURE)

PLEASE PRINT OR TYPE NAME: _____

OFFICIAL TITLE _____

DATE _____

Email Address _____

Iran Economic Sanctions Act Certification

I am the _____ (insert title) of _____ (insert bidder company name), or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of vehicle fuel sales to Midland Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Signature _____

Affidavit of Bidder –Familial Relationships Form

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the bidder(s) or any employee of _____, and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____
Acting in the County of : _____

**PRICING BID FORM
GASOLINE AND DIESEL FUEL**

Instruction for Bidders:

Complete all requested information. Enter your offered fixed price differential for the products requested, per the specification listed herein, in the blank area below. Such price shall be used by The Board of Education for contractor selection and shall be the price in the resulting agreement. Subject to any other total project limits set forth in this Agreement, Contractor shall be entitled to invoice The Board of Education at the prices set forth below.

A. *#2 Low Sulfur Diesel Fuel: Transport Load* \$ _____ /per gallon

B. *Gasoline: Transport Load* \$ _____ /per gallon

C. **Source Refinery Information**

Location of Terminal _____

Contact Name: _____

Contact Number: _____

D. Additional extra charge for short loads _____

E. Extra charge for pumping fuel into tank _____

F. Please list any additional charges, as applicable

NAME OF COMPANY _____

BY _____ OFFICIAL TITLE _____
(SIGNATURE)

PLEASE PRINT NAME: _____ DATE _____