



INVITATION TO BID

EDMOND PUBLIC SCHOOLS

1001 W. DANFORTH EDMOND, OK 73003

ATTN: PURCHASING (405) 340-2810 purchasing@edmondschools.net

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON PAGE 2 OF THIS BID.

Issue Date	Competitive Bid Number	Closing Date/Time
May 3, 2021	22-14 Fuel	May 18, 2021 10:00 a.m.

Edmond Public Schools (EPS) is accepting bids for the purchase of unleaded gasoline and #2 diesel for the 2021-2022 school year. The effective date of the award will be July 1, 2021 through June 30, 2022.

BIDS MUST BE EMAILED

Email the signed, notarized bid document and completed price sheet as an attachment to **purchasing@edmondschools.net** by the closing date/time stated above.

The subject line must read: **Response to Bid 22-14 Fuel**. Emails with this subject line will not be opened until the closing date/time. Emails with this subject line received after the closing time will not be opened.

EPS has two above ground fuel tanks on site: (1) 8,000 gallon gasoline and (1) 10,000 gallon diesel tank. EPS anticipates purchasing an estimated 100,000 gallons of **non-ethanol** unleaded gasoline and 180,000 gallons of #2 diesel. EPS makes no guarantee as to the quantity of fuel that will be used in a given year. Quantities may be more or less than anticipated. EPS would like minimum purchase amounts to be 7,000 gallons and maximum 8,000 gallons, with the ability to combine our order of diesel and unleaded fuel in any quantity within regulations. All fuel deliveries are to be delivered by tractor trailer, as to ensure deliveries are carried out in a single event.

ALL CHARGES NEED TO BE ITEMIZED TO SHOW MARK-UP, DELIVERY, ADDITIVES AND APPLICABLE TAXES OR REGULATORY FEES.

All payment terms are net 30.

Please see page 3 for additional specifications and entering pricing.

The Board of Education of Independent School District I-12, Oklahoma County, Edmond, Oklahoma, is under no obligation to accept any quotation. This bid quotation is submitted as a legal offer and when accepted by the Board of Education constitutes a firm contract.

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: Firm: _____

FEIN: _____ Email: _____

STATE OF _____ Address: _____ Phone: _____

COUNTY OF _____ City: _____ State: _____ ZIP: _____

The undersigned agent represents that (s)he is of lawful age, being first duly sworn, on oath says that: (1.) (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and district officials or employees, as well as, facts pertaining to the giving or offering of things of value to district personnel in return for special consideration in the award of any contract pursuant to the bid to which this statement is attached; (2.) (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and (3.) neither the bidder nor anyone subject to the bidder's direction or control has been a party to: (a.) any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b.) any collusion with any district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, (c.) any discussions between bidders and any district official concerning exchange of money or other thing of value for special consideration in the award of a contract, (d.) paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Edmond Public Schools, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed & sworn before me this _____ day of _____, 20_____

NAME/TITLE OF AUTHORIZED AGENT

SIGNATURE NOTARY PUBLIC (or CLERK or JUDGE)

My commission expires:

Seal:

SIGNATURE OF AUTHORIZED AGENT

TERMS AND CONDITIONS

1. Sealed bids will be opened by the Purchasing Office at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, Oklahoma.
2. Bids received after the closing time stated in the bid will not be considered. Envelopes must contain only one bid, be sealed, and name of bidder noted on envelope. Competitive bid number and closing date must appear on face of envelope.
3. This contract may be bid and awarded on an ALL OR NONE basis or by item/groups of items, whichever is in the best interest of EPS. If bidding ALL OR NONE, either by groups of line items or by total of line items, this must be clearly stated on the bid response.
4. Bids received must include completed affidavit section on front of this form. Alternate forms may be considered, but must reference this bid; all terms and conditions will still apply. Penciled bids will not be accepted. All corrections must be initialed.
5. Items shall be bid F.O.B. to EPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
6. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and documentation will be furnished to the vendor with the purchase order.
7. The vendor shall deliver merchandise as bid. No deviations shall be made without prior approval of the Purchasing Office.
8. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be sent to all prospective bidders if the competitive nature of the bidding is affected. An extension of the closing date may be made by EPS if the situation warrants.
9. Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Alternate bids will be considered unless specifically prohibited. The bidder may offer any brand for which (s)he is an authorized representative, but must meet or exceed the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and item number. **Proof of equivalency will be the responsibility of the bidder.** Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.
10. All bids submitted are subject to the purchasing policies and procedures established by the EPS Board of Education and these Terms and Conditions and specifications listed herein—all of which are made a part of this bid invitation by reference. This bid, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
11. This bid is submitted as a legal offer, and any bid when accepted by EPS Board of Education constitutes a firm contract.
12. This form must be completed with the corporate name of the bidder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the bid. Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this bid is invalid if statement of non-collusion is not signed.
13. In-state preference not to exceed a 5% differential may be allowed for supplies, materials and provisions produced, manufactured or grown in this state, 74O.S.85.32. If you wish to claim this preference, place an asterisk (*) by each item and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with vendor.
14. A preference not to exceed 5% may be given to a certified minority vendor. The vendor must be certified as a minority vendor by the State of Oklahoma BEFORE submitting the bid. A photocopy of the certificate must be submitted with the bid. The original certificate must be available for inspection upon request. This preference may NOT be added to or used in conjunction with any other preference in order to exceed 5%.
15. Cash and other discounts will be considered and evaluated in the bid award. However, cash discounts will be considered only if the District determines the time period for receiving a discount can be met.
16. Oklahoma is an energy conservation state and we welcome any comments on your bid that would indicate energy savings.
17. In the event a delivery date is specified on the bid, the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the contract could be cause for termination.
18. By submitting this Invitation to Bid, bidder acknowledges and will honor the Terms and Conditions. Any attachments produced by the bidder and submitted with this bid will become part of this bid. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
19. BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. EPS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
20. If this bid will involve any labor on the campus of EPS, the bidder must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The bidder will hold the District harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project. The successful bidder is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that (s)he is exempt from carrying such insurance, BEFORE work begins. Failure to carry the insurance by an exempt bidder will not necessarily void his/her bid.
21. If your company participates in a national purchasing cooperative, please contact the EPS Purchasing Office for information regarding the district's participation.
22. Acceptance of the district's purchasing card as a payment method may be considered and evaluated in the bid award.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of The Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

Bid: 87 octane unleaded gasoline: Average Unbranded Pricing:		<u>Unit Price</u>
Oil Price Information Service (OPIS), copy attached to invoice + OPIS No ethanol	Mark-up	_____
	Delivery Fee	_____
	Applicable Taxes or Regulatory fees	_____
	Total Delivered Price: OPIS+	_____

Bid: Number 2 diesel (Ultra low sulfur with lubricity additive):		
Oil Price Information Service(OPIS), copy attached to invoice + OPIS	Mark-up	_____
	Delivery Fee	_____
	Winter Additives (When requested)	_____
	Applicable Taxes or Regulatory fees	_____
	Total Delivered Price: OPIS+	_____

Billing should be for price of fuel at time of tanker loading.

The purchase price for fuel for Edmond Public Schools on any given date shall be calculated on the following per gallon basis based upon a minimum of whole transport delivery (delivery may be split between unleaded and diesel). Deliveries shall be made to 200 N State St, Edmond Oklahoma.

OPIS + markup + delivery fee + applicable taxes or regulatory fees + additives if requested = Delivered Price

Edmond Public Schools would like the option at any time during the contract to lock in a Fixed Forward price on diesel and/or unleaded for the remainder of the 12-month contract period.

If as a supplier, you are willing to provide this option to EPS; please indicate by checking this box [].

Fixed Forward Options:

- EPS must inform the “supplier” of its intention to exercise this option at least 15 days prior to the “physical delivery” month of the fixed forward price.
- The “fixed forward” price will include all applicable charges including but not limited to: fuel price, freight tariff, accessorial charges, taxes and lubricant additives, etc.
- It will be a “laid in” price into tanks at 200 N State Edmond, OK.