

Madison County School Board  
RFP District Motor Fuel 2024-2025-1

- I. Notice to Bidders
  - A. Sealed bids will be received at the Madison County School Board, until **2 pm Friday, May 17th, 2024**, for Motor Fuel per attached specifications.
  - B. Effective September 1, 2005 contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board.
- II. Instructions to Bidders:
  - A. **QUOTATIONS:**
    - 1. Prices shall include all labor, supervision, materials, equipment, transportation and service necessary to do a top quality job.
    - 2. The bidder shall state any discounts to apply.
  - B. **RIGHT OF REJECTION:**

The School Board reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the School Board of Madison County.
  - C. **BID SUBMITTAL:**
    - 1. Address all bids to Mrs. Tracie Truesdale, Purchasing Specialist, 210 NE Duval Avenue, Madison, FL. 32340. The bids shall be enclosed in a sealed envelope marked Bid "Motor Fuel – Bid 2024-2025".
    - 2. The responsibility for submitting bids to the Director of Finance office of the School Board is solely that of the bidder. **LATE BIDS WILL NOT BE ACCEPTED.**
    - 3. The bidder(s) are to submit their bid(s) on the attached proposal form. An original and three (3) copies must be provided. Failure to comply with this or any other paragraph of the Instruction to Bidders may be sufficient reason for invalidation of the bid.
    - 4. Only information provided inside this envelope will be considered unless otherwise instructed.
    - 5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.
    - 6. Applicable federal excise taxes shall not be included, tax exemption certificates will be furnished in lieu of taxes as the products purchased under terms of this bid are used exclusively for public purpose.
  - D. **PUBLIC BID OPENING PROCEDURE:**
    - 1. The public opening of the bids is for reading of bids received. No award will be made or implied at this time.
    - 2. Only the following information will be given:
      - a. Vendor name
      - b. Total price
    - 3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc. can be entered into between any Purchasing personnel and any Vendor during or after the Bid opening until the evaluation has been completed and a recommendation for award has been made.
  - E. **INSURANCE REQUIREMENTS:**
    - 1. All insurance coverage shall be placed with companies who are either licensed by the State of Florida or admitted as a surplus lines carrier by the state. All companies shall have at least a B+10 rating by AM Best or other recognized rating agency.

2. The successful bidder will be required to file proof of insurance in the following amount prior to commencement of work:
  - a. Worker's Compensation and Employers Liability: As required by the State of Florida statutes 440 and Employers Liability limits of \$ 1,000,000.
3. Commercial General Liability with the following coverages:
 

Combined single Limits for both property damage and injury of at least \$ 500,000.

  - a. Premise/Operations
  - b. Independent Contractor
  - c. Personal Injury
  - d. Products/Completed Operations
  - e. Contractual Liability
  - f. Broad form Property Damage
  - g. Fire Legal Liability
4. Commercial Automobile Liability for: Combined Single Limits per accident for Property Damage and Personal Injury of at least \$500,000.
  - a. Owned/lease autos/vans
  - b. Non-owned autos/vans
  - c. Hired autos/vans

**F. PROMPT PAYMENT:**

1. Prompt payment of invoices within 30 days of receipt.
2. Withholding: Madison School Board may withhold from the contractor any money owed on that or any contract an amount sufficient to compensate for damages suffered because of violation resulting in cancellation.

**G. INSPECTIONS**

All bidders should inspect the proposed work before bidding. Please contact the following personnel to set up site visits:

1. Travis Jones
2. Tim Ginn

**H. INDEMNIFICATION:**

1. The Contractor shall indemnify and hold harmless the County, the Madison County School Board, and their agents and employees from and against all claims, for infringement of any United States Patent, or damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, as required by the bid documents, including but not limited to claims regarding defects in materials, goods or equipment, which is caused in whole or in part by any breach of contract, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the County of Madison, or Madison County School board, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

**I. EQUAL OPPORTUNITY REQUIREMENTS:**

All bidders must comply with the Equal Opportunity policies of Madison County and the School Board of Madison County.

**J. VENDOR GRIEVANCE PROCEDURE:**

Should any concerns or discrepancies arise during the bid process, we encourage you to contact the Purchasing Office prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to the bid opening or award whenever practically possible.

**K. ENVIRONMENTAL PROTECTION**

The prospective bidder certifies that, by submission and signature of this bid, that the bidder complies fully with all applicable standards, orders, or requirements issued under section 306 of the Clean Air act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The prospective bidder also certifies that they will comply fully with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**L. SPECIFICATIONS**

See Attached



### CONDITIONS OF THE BID

1. THE SCHOOL BOARD RESERVES THE RIGHT AT ALL TIMES TO PURCHASE FUEL FROM ANY SOURCE OR SUPPLIER, IF SUCH FUEL CAN BE OBTAINED AT A PRICE LESS THAN THE BID PRICE OR ANY SUBSEQUENT MODIFICATION OF THAT BID PRICE BY THE SUCCESSFUL BIDDER OF COMPANY REPRESENTED.
2. THE CONTRACT WILL BE FOR A PERIOD OF 12 MONTHS FROM THE DATE THE BID IS AWARDED.
3. **THE BID PRICE SHALL BE BASED ON BIDDER'S INVOICE PRICE PLUS MARK-UP AND TRANSPORTATION. POSTED PRICE PER GALLON, WHICH WAS IN EFFECT ON MAY 15th, 2024.**
4. THE BIDDER SHALL SHOW PROOF OF BASE PRICE BY PROVIDING A COPY OF DEALER INVOICE AND LOCATION OF PORT.
5. THE MARK-UP AND TRANSPORTATION COST SHALL BE FIRM FOR DURATION OF CONTRACT.
6. INVOICE PRICES SHALL BE TRACKED BY DAILY PORT PRICING PUBLICATIONS.
7. DELIVERIES FOR THE 1,000 GALLON TANKS AND THE 550-GALLON TANKS SHALL BE MADE WITHIN 5 HOURS. ORDERS AS REQUIRED WILL BE MADE BY PHONE. VENDOR MUST GUARANTEE DELIVERY OF FUEL WITHIN THESE GUIDELINES.
8. 1-550 GAL. FUEL TANK AND 2-1,000 GAL. FUEL TANKS SHALL BE PROVIDED BY VENDOR UPON AWARDED OF BID. VENDOR WILL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID TANKS, INCLUDING ALL PUMPS AND SUCH PARTS NECESSARY TO MAINTAIN TANKS IN WORKING ORDER AND IN COMPLIANCE WITH THE DEPARTMENT OF HEALTH & DEPARTMENT OF ENVIRONMENTAL PROTECTION.
9. DELIVERY OF FUEL(S) SHALL BE MADE TO STORAGE TANKS AT THE SCHOOL BUS YARD LOCATED AT 210 N. DUVAL AVENUE, MADISON, FLORIDA. DELIVERIES ARE TO BE MADE BETWEEN THE HOURS OF 7:30 A.M. AND 4:00 P.M. ON SCHOOL DAYS UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH A REPRESENTATIVE OF THE SCHOOL BOARD.
10. DELIVERY TICKETS PRESENTED FOR PAYMENT AT EACH SCHOOL CENTER OR TANK LOCATION MUST CARRY THE SIGNATURE OF AN AUTHORIZED AGENT OF THE SCHOOL BOARD.
11. BIDDER SHALL PROVIDE A MATERIALS SAFETY DATA SHEET FOR EACH PRODUCT.
12. VENDOR SHALL NOTIFY IN WRITING ANY PRICE FLUCTUATION BEFORE THE MONTHLY STATEMENT IS ISSUED.

#### QUANTITIES:

##### APPROXIMATE AMOUNT USED:

UNLEADED GASOLINE	30,000 GAL.
#2 DIESEL FOR BUSES	76,000 GAL.

**BID RESPONSE FORM**

**#2 FUEL OIL -(DIESEL)**

- A POSTED PRICE PER GALLON, WHICH WAS IN EFFECT ON MAY 15, 2024. PROVIDE A COPY OF THE WRITTEN DOCUMENTATION FROM YOUR SUPPLIER FOR THAT DATE.

\_\_\_\_\_ PRICE PER GALLON

- B. VENDOR'S FIRM MARKUP PER GALLON DELIVERED, WHICH SHALL REMAIN FIRM FOR THE DURATION OF THE AGREEMENT. THIS FIGURE SHOULD INCLUDE VENDOR'S OVERHEAD, TRANSPORTATION COST, PROFIT, ETC.)

\_\_\_\_\_ PRICE PER GALLON

- C. THE LOW BIDDER WILL BE DETERMINED BY ADDING A & B

\_\_\_\_\_ TOTAL PRICE PER GALLON

**\*UNLEADED GASOLINE--ANTIKNOCK (OCTANE) INDEX MINIMUM 87  
(RON + MON)/2, MAXIMUM ALLOWABLE LEAD 0.05 GRAM PER  
GALLON PER ASTM SPECIFICATION D4239.**

- A POSTED PRICE PER GALLON, WHICH WAS IN EFFECT ON MAY 15, 2024.  
PROVIDE A COPY OF WRITTEN DOCUMENTATION FROM YOUR SUPPLIER FOR THAT DATE.

\_\_\_\_\_ PRICE PER GALLON

- B. VENDOR'S FIRM MARKUP PER GALLON DELIVERED, WHICH SHALL REMAIN FIRM FOR THE DURATION OF THE AGREEMENT. THIS FIGURE SHOULD INCLUDE VENDOR'S OVERHEAD, TRANSPORTATION COST, PROFIT, ETC.)

\_\_\_\_\_ PRICE PER GALLON

- C. THE LOW BIDDER WILL BE DETERMINED BY ADDING A & B

\_\_\_\_\_ TOTAL PRICE PER GALLON

DELIVERY OF FUEL IS FOR 550 GAL. AND 1,000 GAL. TANKS ONLY. THESE ARE TO BE TEMPORARY TANKS.

COMPANY NAME \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_  
CONTACT SIGNATURE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_