

NORTHUMBERLAND COUNTY PUBLIC SCHOOLS  
2172 NORTHUMBERLAND HIGHWAY  
LOTTSBURG, VIRGINIA 22511  
TELEPHONE (804) 529-6134

May 14, 2018

INVITATION TO BID

The Northumberland County School Board, Heathsville, Virginia, herein called the Owner, invites sealed bids from all responsible bidders on the attached bid forms for:

(#2 Fuel Oil, Unleaded Gasoline, Propane, and Diesel Fuel)

Sealed bids will be received until 2 p.m. June 1, 2018, at the Office of the Division Superintendent, 2172 Northumberland Highway, Lottsburg, VA 22511, or may be brought to the bid opening to be held in the Northumberland County School Board Office, Lottsburg, VA, at 2 p.m. on June 1, 2018. Any bid received after the specified time will not be considered.

GENERAL TERMS AND CONDITIONS

1. **Quality:** The fuels must meet State of Virginia specifications, and shall be free of grit, acid, and fibrous or other foreign materials likely to clog or injure burners, valves, carburetors, or injectors, and must meet all maximum and minimum requirements prescribed for recommended grade.
2. **Anti-Collusion Certification:** By my signature on this bid, I certify that this bid is made without prior understandings, agreements, or connections with any corporation, firm or person submitting a bid for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.
3. **Default:** In the case of default by the successful bidder or failure to deliver the fuel ordered by the specified time, the Owner or its designee, after due written notification may procure said product from other sources and hold vendor responsible for any excess cost occasioned thereby.
4. **Modifications, additions, or changes** to the terms and conditions of this Invitation to Bid may be cause for rejection of a bid. All bids shall be entered on the bid forms attached. Attachments or bids submitted on company forms may be rejected.
5. **Delivery Point:** All bids shall be delivered at all sites on the attached sheet.
6. **Delivery Time:** The supplier shall deliver the fuel on a regular "automatic schedule." The fuel shall be delivered within the regular school day and all tickets must be signed by a school employee.
7. **Audit:** The contractor hereby agrees to retain all books, records, and other documents relative to this contract for a period of three (3) years after final payment. The Owner or its authorized agents shall have full access to and the right to examine any of said materials during said period.

8. **Quantities:** Quantities set forth in this Invitation are estimates only and the successful bidder shall supply at bid prices actual quantities as delivered, regardless of whether such total quantities are more or less than those shown.

9. **Insurances:** The contractor shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; Claims under Workman's Compensation, disability benefit and other similar employee benefit acts; Claims for damages because of bodily injury, occupational sickness or disease, or death, or death of his employees; Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or omission directly or indirectly related to the employment of such person by the contractor or (2) by any other person; and Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

Certificates of Insurance acceptable to Owner shall be filed by contractor prior to commencement of work. The insurances required shall cover the above items and shall include but not limited to general public liability, property damage, vehicle coverage, and if applicable, fire and extended coverage insurance.

10. **Hold Harmless:** The contractor agrees to indemnify, defend, and hold harmless the Owner, its officers, agents and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods or equipment of any kind or nature furnished by the contractor, any services of any kind or nature provided by the contractor, provided that such liability is not attributable to the sole negligence on the part of the Owner.

11. **Public Procurement Act:** The contractor shall comply with all applicable provisions of the Virginia Public Procurement Act, VA Code, Sections 11-35 through 11-80 and amendments thereto. The contractor shall comply with all other applicable state and federal statutes, rules and regulations.

12. Bids must be sealed and marked and received by Owner at time and place specified.

13. **Virginia Code Section 11-51:** The contractor shall comply with all sections of this code with respect to prohibition against discrimination.

14. **A bidder may withdraw** his bid from consideration if the price was substantially lower than other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake as opposed to a judgement mistake and was actually due to an unintentional mathematical error or an unintentional omission of a quality of labor or material made directly in the compilation of a bid, which unintentional mathematical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. For further information concerning this procedure, refer to Code of Virginia, Chapter 7, Article 2, Section 11-54.

15. **Right to Reject:** The Northumberland County School Board reserves the right to reject any or all bids, to waive informalities, and to award contract to other than the lowest bidder. Bids cannot be withdrawn for a period of 30 days after the scheduled closing time for receipt of the bids.

16. **Payments:** Payments will be made following the School Board meeting date.
17. **Contract Period:** The contract period will be from July 1, 2018, to June 30, 2019.
18. **Measuring Amount Delivered:** Either the tanker truck or small delivery truck shall have a metering device with printed ticket issued.

**SPECIAL CONDITIONS**

1. **Price Adjustment:** Bidders quoting escalating/de-escalating prices must show the base price per gallon and the differential that is to be added or subtracted to the base price per gallon. Escalating/de-escalating base prices shall be based on the following:
  - A. The reseller tank car (or rack) price (F.O.B. city of posting) as posted in Virginia or in a state adjacent to Virginia by a major refining oil company. Indicate, on the bid form, the name of the major refining oil company and the city in which this reseller tank car price is posted.
  - B. The reseller tank car (or rack) price of a pipeline terminal operator. This pipeline terminal must, however, be located in Virginia or in a state adjacent to Virginia and the product thereof must be routinely offered on the commercial market and must be exchangeable with other major oil companies.
  - C. Government business (federal, state, and local) must constitute less than 50% of the total sales (in gallons) of that pipeline terminal. Indicate on the bid form the name and location of this pipeline terminal on which your price is based.
  - D. The escalation/de-escalation base price shall reflect one of the above mentioned base prices as of the base date. Your base price, should you be awarded the contract, will be increased or decreased only as the selected base price increases or decreases. Changes of local origin (overhead and profit) will not be considered.
2. The escalation/de-escalation of cost due to transportation will be permitted only if such increases result solely from changes in rates promulgated by State or Federal agencies where such changes in rates are legally binding on the supplier or its transportation source. If a particular supplier is not subject to the rates of the State or Federal regulating agency, an adjustment may be made by such supplier to reflect such increases as would have been required by law if such supplier were regulated.
3. The supplier shall not be liable in damages for delay of shipment or failure to deliver cause directly by fire, flood, strike, Acts of God, Act of Government, Act of Alien Enemy or by any other circumstances which, in the opinion of the Northumberland County School Board, is beyond the control of the supplier, but for any such delay or failure the Owner may at its discretion cancel the contract or any part thereof or refer to section #3 under General Terms and Conditions.

NORTHUMBERLAND COUNTY PUBLIC SCHOOLS  
Heathsville, Virginia 22473

**Regular Unleaded Gasoline**

<u>Site</u>	<u>Tank Capacity</u>
Auxiliary Service Center, Avalon	2,000 GAL.
Sheriff's Office, Heathsville	2,000 GAL.

ESTIMATED TOTAL GALLONAGE OF REGULAR GASOLINE 80,000 GAL.

The undersigned proposes to supply regular unleaded gasoline to Northumberland County Government for the period July 1, 2018 to June 30, 2019.

Proposal #1: Firm price per gallon for the period \_\_\_\_\_

Proposal #2: Base date

The base date, for purposes of bid evaluation, will be an average of your reseller tank car (or rack) price for the five (5) day period of May 14, 2018 through May 18, 2018. This appropriate average base price must be entered on the bid form. For verification purposes, you must supply the following information:

Name and Location of Major Oil Refining Company \_\_\_\_\_

<u>DATE</u>	<u>BASE PRICE</u>	<u>DIFFERENTIAL</u>	<u>NET PRICE</u>
1. May 14, 2018	_____	_____	_____
2. May 15, 2018	_____	_____	_____
3. May 16, 2018	_____	_____	_____
4. May 17, 2018	_____	_____	_____
5. May 18, 2018	_____	_____	_____

TOTAL OF 1-5 \$ \_\_\_\_\_  
Divided by 5 equals: \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date





