

# MELBA SCHOOL DISTRICT NO. 136



## REQUEST FOR PROPOSAL (“RFP”) FOR PROPANE, DYED DIESEL & UNLEADED FUEL

DUE: WEDNESDAY, APRIL 4, 2018 @ 12pm MT

## ADVERTISEMENT FOR BID

Sealed bids will be received by the Melba School District No. 136 (“MSD”), PO Box 185, 511 Broadway, Melba, Idaho 83641 for Propane, Dyed Diesel & Unleaded Fuel, until 12:00 P.M., Wednesday, April 4, 2018. It is the sole responsibility of the respondents to ensure that responses arrive in a timely and legible manner. Only delivered or mailed submissions will be considered, no modifications of proposals will be considered. MSD will reject all late arrivals. No bidder may withdraw a bid after submission.

Bid instructions, bid forms and product specifications will be available to bidders at the Melba School District No. 136, 511 Broadway, Melba, Idaho 83641 from 9:00 A.M. to 4:00 P.M. Monday through Thursday or via the MSD website at [www.melbaschools.org](http://www.melbaschools.org).

MSD reserves the right to reject any or all bids or to waive any informality or to accept the bid or bids deemed best for the Melba School District No. 136.

Questions should be made in writing via email to Ms. Dalelyn Allen, [dallen@melbaschools.org](mailto:dallen@melbaschools.org), Business Manager.

Andy Grover, Superintendent  
Melba School District #136

Publish two (2) times: March 20, 2018 & March 27, 2018

## INVITATION TO BID PROPANE, DYED DIESEL & UNLEADED FUEL

### INTRODUCTION

Melba School District No. 136 (“MSD”) is a public K-12 school district in Melba, Idaho, that serves nearly 850 students at one elementary school and one junior/senior high school.

### OBJECTIVE

1.0: MSD is seeking proposals for three (3) distinct bids. Please bid on one or all of the bids in accordance with the product supplied. This RFP is for fiscal year 2018 – 2019 with possible renewal options for fiscal years 2019 – 2022.

- BID #1 Propane
- BID #2 Dyed Diesel
- BID #3 Unleaded Fuel

1.1: The Contract period is defined as a twelve-month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> in correlation with MSD’s fiscal year.

### RESPONSE INSTRUCTIONS

2.0: The selected Vendor will provide the products, services and assertions as described below:

- BID #1 – Minimum Specification
  - Propane – HD5 Propane
- BID #2 – Minimum Specification
  - Dyed Diesel – #2 with anti-gel additive
- BID #3 – Minimum Specification
  - Unleaded Non-Ethanol

2.1: For proposed bid pricing, vendors have three pricing options. (See Appendix) Pricing can be given for all three options or a combination of options. The pricing options are described below:

- Option A – Cost per Gallon Markup over Wholesale Price
  - For comparison purposes, all vendors should list this item as a dollar amount. This markup cost remains the same amount throughout the entire contract term.
- Option B – Capped Total Gallon Price
  - This price is the total product not-to-exceed price which includes markup, etc...
    - If market prices decrease, MSD will be able to receive the lower price. If market prices increase, MSD will not be charged more than the capped total gallon price per the entire contract term.
- Option C – Flat per Gallon Price
  - This price is the total product cost including markup, etc... for which MSD will be charged regardless of market price fluctuations. The flat per gallon price will remain the same price throughout the entire contract term.

2.2: Vendors must provide support on weekdays between 8:00 A.M. and 5:00 P.M. MT via telephone number and by email. An after-hours or emergency number should be provided for support outside the above-mentioned operation hours.

2.3: MSD does not provide tanks or units to hold materials such as propane, diesel or unleaded fuel. The only exception is a 1000-gallon propane tank housed at the MSD Transportation lot. In the case that a vendor provides tanks for the material proposed, MSD is not liable for any damages to tanks. Further, vendors providing tanks should do so at no cost to MSD.

If tanks are placed on-site, the tanks must be located in a place that meets safety and environmental inspection regulations or vendor will be asked to relocate tanks at no cost to MSD. Further, any holding or containment requirements will be installed, maintained and inspected at no costs to MSD. With regards to the Diesel tank, a vendor must provide a tank that meets the

Idaho State Petroleum Fund requirements. MSD has installed a cement pad, electrical hook-ups and other necessary items to allow for a 1000-gallon above-ground storage tank to be utilized.

Propane is used for heating, hot water and food preparation/cooking. MSD currently uses a total of ten (10) propane tanks.

- 1000-gallon tanks – Seven (7) each
  - MSD owns one (1) of these tanks located at the Transportation Lot
  - Six (6) are located at the high school
- 120-gallon tank – Three (3) each
  - One (1) located at football concession building
  - Two (2) located at greenhouse building

Dyed Diesel fuel (Farm Fuel) is used in our School Bus Transportation Fleet. MSD currently uses one (1) above-ground storage tank. MSD does not own this tank.

- 1000-gallon above-ground storage tank
  - One (1) located at Transportation Lot
    - This tank should have a pump with meter. A remote tank monitoring system is preferred.
    - Tank specifications should at a minimum be Horizontal, Bare Steel with Manual Shut-off Valve. Potential bidders are welcome to do an onsite visit to verify the type of tank which is currently being utilized. Please schedule an appointment with Ms. Dalelyn Allen by calling 208-495-1141.
    - Tank must rest on current engineered surface to allow visual inspection of release from tank bottom.
    - Tank system must comply with federal, state, and local petroleum storage tank rules and regulations including fire code.
    - Please include the proposed tank's specifications with the bid.

Unleaded fuel is used in our Maintenance Department. MSD currently uses one (1) above-ground storage tank. MSD does not own this tank.

- 500-gallon above-ground storage tank
  - One (1) located at District office
    - This tank should have a pump with meter. A remote tank monitoring system is preferred.
    - Tank specifications should at a minimum be Horizontal, Bare Steel with Manual Shut-off Valve. Potential bidders are welcome to do an onsite visit to verify the type of tank which is currently being utilized. Please schedule an appointment with Ms. Dalelyn Allen by calling 208-495-1141.
    - Tank system must comply with federal, state, and local petroleum storage tank rules and regulations including fire code.
    - Please include the proposed tank's specifications with the bid.

## QUANTITY, PURCHASE, DELIVERY TIMEFRAME AND PAYMENTS

3.0: Each of the following items should be noted and/or addressed in response to this bid solicitation:

- The annual consumption for each type of fuel is an estimate only and the MSD reserves the right to purchase only the quantities necessary, whether more or less than the estimated amount needed.
  - Propane – approximately 50,800 gallons
  - Dyed Diesel – approximately 13,800 gallons
  - Unleaded – approximately 3,000 gallons
- Purchase of the products will be made monthly and may vary based on consumption.
  - With regards to the propane, all tanks maybe kept at ½ capacity or less through the months of April, May and June based on usage demands. (This is especially important as the propane contract expiration date nears.)
  - At the end of the propane, dyed diesel & unleaded contract terms AND if a new Vendor has been awarded the next year's bid, any unused propane or dyed diesel left in tanks will need to be transferred into the new tanks at no cost to MSD or a credit to MSD for any unused propane or dyed diesel will be given.
- The wholesale gallon cost, base markup, and/or capped total cost price shall be guaranteed for the contract period and fiscal years as listed on the Bid Proposal Form.
- All bid prices shall include FOB delivery location in Melba, Idaho. The MSD will make the final determination as to which method of purchasing fuel is in the best interest of the District.

- All bid prices shall include any and all applicable taxes, surcharges, tank rental costs and fees except for qualifying exemptions by the MSD as deem by Idaho Code and Statutes.
- Vendor billing will be submitted monthly for the fiscal year(s) and should reference a MSD purchase order as provided once contract has been awarded. Billing should be submitted based on monthly usage; no estimates will be allowed.
- Invoice payments are not approved by the Board until the regular monthly Board Meeting held on the 2<sup>nd</sup> Tuesday of each month, or unless otherwise posted. MSD payment terms for this bid are net 60 days but MSD reserves the right to change these payment terms at any time. No late payment charges will be paid by MSD at any time for any reason.
- The Bidder understands that MSD reserves the right to audit vendor propane, dyed diesel and unleaded fuel records at any time.
- A valid MSD Vendor Packet must be completed before any payments will be released.
- Vendor must provide MSD the option to request a voluntary written renewal at the end of the annual contract. Should MSD exercise a voluntary written renewal, any anticipated price increases should be listed on the attached bid proposal form. If no price increases are listed, and MSD chooses to request a voluntary written renewal, then all current contract pricing and terms will remain the same. Automatic renewal is not allowed.
- Upon completion of the contract and should a MSD initiated renewal not occur, the contract will roll over to a month-to-month service. MSD therefore will assume no changes in cost or service unless otherwise informed in writing thirty (30) days prior to the contract expiration.

**ASSERTIONS BY VENDOR**

4.0: Each of the following items should be addressed in response to this bid solicitation:

- Vendor should provide evidence of satisfactory performance with customers in the public sector or in the K-12 education market, if available. This should be met by providing at least three (3) references from current customers.
- Vendor should provide evidence of stability and reliability.

**EVALUATION METHODOLOGY**

5.0: Each proposal will be evaluated based on criteria and priorities as defined by MSD, which will choose the submission that, taken as a whole, and in MSD’s sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below. The evaluation criteria include the following:

- Total Cost: The overall best pricing for products and services.
- Services Match Current and Future Needs: Suitability of proposed product(s) for purpose and best fit of proposed product(s) into existing inventory, environment and support. Product evaluations based on direct experience with product when possible.
- Reliability and Presentation of Vendor: The vendor’s overall performance record, including responsiveness and reputation based on feedback from available references as well as prior satisfactory experience with MSD. Stability/risk of vendor, including assessment of risk that they may not be able to fulfill responsibilities. The vendor’s thoroughness in responding to the RFP directions, specifications and requests.
- Incident/Inquiry Response Time: The perceived quality of the vendor’s response, including completeness, accuracy and appropriateness.

The bids shall be evaluated according to the following rubric:

Vendor Section Rubric	Total Possible Points 100
Total Cost	40
Services Match Current and Future Needs	20
Reliability and Presentation of Vendor	25
Incident Inquiry Response Time	15

**TERMS AND CONDITIONS**

6.0: Responses to this bid solicitation must be submitted and delivered to MSD as “sealed bids” no later than 12:00 P.M. on Wednesday, April 4, 2018, (“Final Submission Date”). Vendors should initial and return all pages of the Request for Proposal (“RFP”) with bid response. Proposals may include a digital copy on DVD, CD or flash drive. Acceptable digital formats include Word or PDF. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. MSD will reject all late arrivals.

Envelopes containing responses to this bid solicitation shall be marked, “PROPANE, DYED DIESEL & UNLEADED FUEL BID, April 2018 Bid Response”. The outside of the envelope shall be identified as follows:

Melba School District No. 136  
Propane, Dyed Diesel & Unleaded Fuel Bid  
April 2018 Bid Response  
PO Box 185  
511 Broadway Avenue  
Melba, ID 83641

Oral, telephone, electronic mail or fax bids shall not be considered, nor will modifications of proposals by such communication be considered. The completed bid response shall be without erasures or alterations. Delivery of the proposals will be considered authorized by the service provider to make a contract, if awarded.

Any questions should be made in writing via e-mail to Dalelyn Allen, [dallen@melbaschools.org](mailto:dallen@melbaschools.org), Business Manager.

Addenda to this bid document, if any, including written answers to questions, will be posted on the MSD website at [www.melbaschools.org](http://www.melbaschools.org). Vendors submitting a bid should check the web site daily for addenda and updates after the release date. Vendors should printout, sign and return addenda with the proposal. Failure to do so may result in disqualification.

6.1: Costs Associated with Preparation of the Vendor’s Response

MSD will not be liable for any cost incurred by the respondents in preparing responses to this bid or negotiations associated with award of a contract.

6.2: Proposal Binding Period

All prices quoted in the vendor’s response will remain in effect from July 1<sup>st</sup> through June 30<sup>th</sup> of the corresponding fiscal year for which the price was quoted.

6.3: Bid Opening Procedure

All bids will be opened at 12:15 P.M. on Wednesday, April 4, 2018, at the Melba School District office. All vendors are invited to be present when MSD opens the bids.

6.4: Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

6.5: Right to Reject

MSD reserves the right to accept or reject all proposals or sections thereof and when the rejection is in the best interest of MSD and reserves the right to award without further discussion. MSD reserves the right to waive minor irregularities, technical or legal deficiencies of any proposal and to negotiate the terms of any proposal.

6.6: Bid Award

The winner of the bid will be contacted. The vendors who participated will be contacted via mail and notified of the decision of MSD without further discussion. Results will be posted to the MSD website. The winning bidder will be required to sign the MSD terms and conditions agreement for services. No other terms and conditions agreement will be signed.

The successful bidder shall, upon Notice of Award, furnish the following:

- List of vehicles to be used to service the accounts, including year, make and capacity;
- Certificate of Insurance showing general liability, automotive and worker's compensation
  - List the MSD as an additional insured.

Through the term of the contract period, the bidder shall:

- Comply with all state and federal requirements for the transportation, storage and handling of the fuels to be provided under this bid;
- Indemnify and hold harmless the MSD from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys' fees) arising in any way out of the Vendor's breach of, or failure to perform any obligation of Vendor under this Award/Agreement. Vendor will defend all such actions with counsel satisfactory to MSD at the Vendor's own expense, including attorneys' fees, and will satisfy any judgment rendered against MSD in such action.

The MSD reserves the right to request background information on the bidder such as place of incorporation, principal and local offices and years in operation.

#### 6.7: Non-Appropriation of Funds

The School District may, in its sole discretion, terminate this Vendor Agreement if the funds which would be used for this contract are insufficient and/or were not appropriated or approved by the Idaho Legislature or the School Board for the Melba School District.##

#### 6.8: Idaho State Petroleum Fund

If the contract is awarded to a vendor who supplies MSD with a dyed diesel above-ground storage tank that does not comply with the storage specifications as set forth by the Idaho State Petroleum Fund (SPF), the vendor agrees to immediately remove the tank at NO cost to MSD. Further, if the vendor is unable to supply a tank meeting the SPF requirements, MSD may charge the vendor if rental of a storage tank is needed.

### **PROPOSAL**

7.0: To the Melba School District No. 136, Melba, Idaho, herein called the Owner.

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the bid documents and agrees to be bound by the terms and conditions, including the obligation to indemnify, set forth therein;
5. The bidder understands that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the bid documents in the manner and within the time therein set forth, and that the bidder will take accept payment on the following item prices as set forth. (See Appendix)

Corresponding documentation and a bid proposal form (see appendix) as required by this RFP should be submitted in a sealed envelope, plainly marked on the outside, as stated in this RFP.

**The markup or guaranteed price shall be firm for the contract period.**

**AUTHORIZATION**

8.0: The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this bid document, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Submitted by: \_\_\_\_\_  
(PRINT NAME AND TITLE)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_



**APPENDIX I: BID PROPOSAL FORM**

*(to be included with other information as requested per bid specifications)*

**PROPOSED BID PRICING**

*(guaranteed pricing for dates and specifications listed in this RFP)*

TWELVE-MONTH CONTRACTING PERIOD		ORIGINAL CONTRACT			OPTIONAL CONTRACT RENEWALS								
		Fiscal Year 2018 - 2019			Fiscal Year 2019 - 2020			Fiscal Year 2020 - 2021			Fiscal Year 2021 - 2022		
Pricing		Propane	Dyed Diesel	Unleaded	Propane	Dyed Diesel	Unleaded	Propane	Dyed Diesel	Unleaded	Propane	Dyed Diesel	Unleaded
Option A	Cost per Gallon Markup over Wholesale Price												
Option B	Capped Total Gallon Price												
Option C	Flat per Gallon Price												

COMPANY:

CONTACT NAME:

PHONE NUMBER:

TITLE:

EMAIL:

DATE: