PASCAGOULA-GAUTIER SCHOOL DISTRICT

1006 Communy Avenue
P. O. Box 250
Pascagoula, Ms 39568-0250

BID NOTICE

The Board of Trustees of the Pascagoula-Gautier School District will receive SEALED BIDS until 11:00 a.m. on Friday, June 3, 2016 in the Instructional-Administrative Services Center, 1006 Communy Avenue, Pascagoula, Mississippi 39567 for the following:

Diesel Fuel (DF2)

Bid forms are on file in the Finance Department of the Pascagoula-Gautier School District, 1006 Communy Avenue, Pascagoula, Ms 39567. Copies may be obtained in accordance with the specifications by contacting Ms. Cheryl Greer, Monday through Friday, 7:30 a.m. to 4:00 p.m. at 228-938-6516 or by email to cgreer@pgsd.ms or online at https://goo.gl/x6P3Yx . No bids may be withdrawn for thirty (30) days after the schedule time for the receipt of bids.

The Board of Trustees reserves the right to reject any and/or all bids, to waive any informalities, and to award said bid in the best interest of the school district.

By: Kathryn M. Chenoweth
Chief Financial Officer
Pascagoula-Gautier School District

DIESEL FUEL (SF2)

BID NO. 488-16

The Pascagoula-Gautier School District is accepting bids for diesel fuel for the time frame July 1, 2016 – June 30, 2017. The bid is for the Contractor service fee, which includes applicable freight/delivery charges and is to be presented in the form of the number of cents above **Refinery Rack Price at the Mobile, AL Terminal for OPIS Low** as posted on the OPIS Standard Rack Price Sheet (example attached).

1. All diesel fuel shall be DF2 quality. The estimated quantity of diesel fuel for school district use during the time period indicated above is 90,000 gallons.

2. Diesel fuel shall be delivered in such quantities and at such times as specified by the school district.

- Fuel Delivery Times: Between 9:00 AM & 1:00 PM CST on pre-scheduled delivery day
- Fuel Delivery Locations: Two delivery points – Gautier, MS, and Pascagoula, MS
- Fuel Tank Sizes: Both tanks hold 5,000 gallons.

3. Invoice pricing per gallon of fuel purchased by PGSD will be equal to the sum of the following components:

- OPIS Low Mobile, AL Terminal rack price as published by OPIS.
- Contractor service fee, which includes applicable freight/delivery charges (bid price).
- All applicable taxes, listed separately on each invoice.

4. Mobile, AL Terminal rack price sheet must accompany each delivery of fuel.

5. Price quoted in this bid shall be exclusive of all applicable taxes.

P.O.C. – Lance Bolen, Director of Transportation
(228) 938-6565

Mobile, AL OPIS Standard Rack Daily 06/23/2015

OPIS No. 2 Distillate Gross Prices

		Terms	LS	HS	ULS
Shell	u	N-10	-- --	-- --	1.7835
Shell	b	1-10	-- --	-- --	1.8014
BP	b	1-10	-- --	-- --	1.8174
Citgo	u	1-10	-- --	-- --	1.8300
Citgo	b	1-10	-- --	-- --	1.8300
Marathon	b	1-10	-- --	-- --	1.8172
XOM	b	1-10	-- --	-- --	1.8229
Mystik	b	1-12	-- --	-- --	1.8300
OPIS Low			-- --	-- --	1.7835
OPIS High			-- --	-- --	1.8300
OPIS Average			-- --	-- --	1.8166
Branded Low			-- --	-- --	1.8014
Branded High			-- --	-- --	1.8300
Branded Average			-- --	-- --	1.8198
Unbranded Low			-- --	-- --	1.7835
Unbranded High			-- --	-- --	1.8300
Unbranded Average			-- --	-- --	1.8068
Contract Low			-- --	-- --	1.7835
Contract High			-- --	-- --	1.8300
Contract Average			-- --	-- --	1.8166
Cont Branded Low			-- --	-- --	1.8014
Cont Branded High			-- --	-- --	1.8300
Cont Branded Avg			-- --	-- --	1.8198
Cont Unbranded Low			-- --	-- --	1.7835
Cont Unbranded High			-- --	-- --	1.8300
Cont Unbranded Avg			-- --	-- --	1.8068

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Pascagoula-Gautier School District

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1006 Communy Avenue P.O. Box 250
Pascagoula, Mississippi 39568-0250
Office: (228) 938-6491 Fax: (228) 938-6528
Website: http://www.psd.ms

BID PROPOSAL

Attention: Kathryn M. Chenoweth
Chief Financial Officer

Having examined the Bid specifications on the items described on the attached pages, Bidder agrees that if bid is awarded by the Board of Trustees, the successful Bidder will accept an order at the prices bid, and these prices will remain in effect until the order is complete. Prices are on items as specified or of equal quality unless so indicated. It is understood that the successful Bidder may be required to remove items delivered to the school district at Bidders cost and refund the cost of said items that do not meet specifications. It is agreed that if chosen as the successful bidder invoices will not be submitted or payment requested until the order is complete.

Diesel Fuel

Evidenced by the signature below:

No federal or state suspension or debarment is in place.
No criminal history of the firm/vendor or its employees exists.
There is no collusion involved in presenting the BID or its components.
The minimum insurance requirements are in place.

The Service Provider must provide qualifying legal registrations and licensures:

D-U-N-S Number_____

FEIN# _____

Completed W-9 must be included in the bid packet

I, WE propose to furnish and deliver the items as listed per Bid form, according to your specifications and quantities, at the prices indicated.

Price Quote Good Through_____

_____	_____
Signature	Company
_____	_____
Name (Typed or Printed) & Title	Street or P. O. Box
_____	_____
Telephone & Fax Number	City, State and Zip Code (9 digit)

_____
Date

IMPORTANT: All pages of Bid Proposal must be returned in sealed envelope with "BID" written on the outside.

Bid Form

Pascagoula-Gautier School District

Bid 488-16

The following price for diesel fuel quoted below is for the contractor service fee for the period beginning July 01, 2016, and ending June 30, 2017.

Contractor service fee per gallon: _____

Rack price per gallon: _____

Published OPIS Rack price per gallon is as of 5:00 p.m., May ___, 2016 at the Mobile, AL Terminal. OPIS Standard Rack price sheet attached.

Company: _____

Address: _____

Telephone:_____

Signed / Title :_____

Date: _____

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INSTRUCTIONS TO VENDORS – Part A

BID

For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.
The terms Pascagoula-Gautier School District and owner shall be synonymous.
The terms Bid and Proposal shall be synonymous.

1. **Contract Documents:** The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.

2. **Preparation of Bid:** Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these documents must be requested in writing and directed to the Finance Department in sufficient time for a reply to reach vendor before the submission of their Bids. Oral explanations or instructions given before the opening of the bids will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a Bid Addendum, if such information is necessary to vendors in submitting their bids or if the lack of such information would be prejudicial to an uninformed vendor.

3. **Information Required:** Each vendor shall furnish the information required by these documents. The vendor shall sign the bid, all addenda, and the Bid Sheet. The person signing the BID must initial erasures or other changes. Bid signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the District's Finance Department. Bids must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such bid may be considered, but only as an alternate. The District is not required to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes. Tax exemption certificates will be provided upon request. Bids submitted on other than district forms or with different terms or provisions may be considered as non-responsive bids. The district expects that all bids will remain valid until thirty (30) days after the bid opening or until contracts are signed and operational, which ever comes first. If a vendor indicates in the BID that he/she may withdraw the bid in less than thirty (30) days, this factor will be considered in awarding a contract. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exists, there is no collusion involved in presenting the BID or its components, and the minimum insurance requirements are in place. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to

perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.
Con't

Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4. **Submission Format of Bids:** Sealed bids should be returned in an envelope marked on the outside with the vendor's name and address and the BID name. Address to: Pascagoula-Gautier School District, Finance Department, 1006 Communy Avenue, Pascagoula, MS 39567. BIDs must be returned in sufficient time to be received and stamped at the location specified on or before the opening date and time. BIDs presented after the time and date, of the beginning of the opening process, will **not** be accepted. All acceptable bids will be publicly opened and read in the Instructional-Administration Service Center of the Pascagoula-Gautier School District, 1006 Communy Avenue, Pascagoula, MS 39567, unless otherwise indicated on the announcement page of the bid. This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for the articles of goods or services.

5. **Modification or Withdrawal of BIDs:** Bids may be modified or withdrawn by written notice received by the District's Finance Department prior to the exact hour and date specified for receipt of BIDs. All modifications must be presented in a sealed envelope. A Bid may also be modified or withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour and date set for the receipt of bids.

6. **Evaluation Factors:** "Most Advantageous Bid". The District will award contracts to the vendor/s who submit the **"lowest and best value bid"** to the District. **Evaluation of bids shall be based on what is the best overall solution for the Pascagoula-Gautier School District.**
After awarding of bids, the District reserves the right to negotiate the **"lowest and best value bid"**, if in the District's sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the "best and final" bid from the **"lowest and best value bid"** vendor/s after the opening of the BIDs.

In all events, the District reserves the right to re-bid. The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating bid is lower than the lowest conforming bid which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating bid is equal to or greater than that of the conforming bid. In conjunction, the District also reserves the right to:

Waive any defect, irregularity or informality in any bid procedures
Reject any or all BIDs
Award the entire BID to one vendor
Award the BID (or portions) to more than one vendor
Award the BID under the most beneficial terms for the District
Extend the opening time and date
Procure any item of the BID by other means approved by State and the District's regulations

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INSTRUCTIONS TO VENDORS – Part B

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For purposes of clarity, the terms contractor, vendor and seller shall be synonymous.
The terms Pascagoula-Gautier School District and owner shall be synonymous.
The terms Bid and Proposal shall be synonymous.

Standard Terms

1. **Purchases:** Every purchase by the Pascagoula-Gautier School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

2. **Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in BIDs: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's bid. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. **Special Tools and Test Equipment:** If the price stated in the Bid includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. **Warranty and Price:** The price to be paid by the District shall be contained in Seller's Bid which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID Bid pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. **Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. **Safety Warranty:** Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. **No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. **Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. **Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. **Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. **Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. **Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. **Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. **Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. **Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. **Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Finance Department in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. **Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding BIDs. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. **Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Pascagoula, Mississippi and the policies and procedures of the Pascagoula-Gautier School District.

19. **Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. **Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

Payments: No partial payments will be given for services/products until the job/order is complete