



Request for *proposal*

DIESEL AND UNLEADED FUEL PURCHASE RFP# 2024-PUR-022

PROPOSALS MUST BE RECEIVED BY:
10:00 AM (CST) ON FRIDAY, DECEMBER 20, 2024

Please mark your sealed envelope “**RFP #2024-PUR-022 Diesel and Unleaded Fuel Purchase Proposal**” and deliver to the following address and person:

Lisa Patrick
Purchasing Supervisor
Lisa_Patrick@idschools.org

201 N. Forest Avenue
Independence, MO 64050
816-521-5599 extension 10610

*All questions, requests for information or clarification pertaining to this bid must be submitted in writing to the above e-mail address. The deadline for questions is **Wednesday, December 11, 2024 at 4:00 PM (CST)***

It is the responsibility of interested firms to check the website: <http://sites.isdschools.org/purchasing/bids-and-rfps> for any addendums or notices of information prior to the opening date and time of this RFP. All addendums must be signed and included with your submitted Proposal.

Important Dates

RFP Issue Date	December 2, 2024 (Monday)
Deadline for RFP Questions	December 11, 2024, (Wednesday) at 4:00 p.m.
Proposal Due Date	December 20, 2024 (Friday) at 10:00 a.m.
BOE Approval Date	January 14, 2025 (Tuesday) at 6:00 p.m.
Contract Commencement Date	January 15, 2025 (Wednesday)

I. RFP INSTRUCTIONS AND CONDITIONS

1. INTRODUCTION

The Independence School District desires to solicit bids to contract with a vendor to deliver tanker loads on “as needed” basis to the Transportation Department and Facilities Department according to requirements contained herein for providing Diesel and Regular Unleaded Fuel to power the district’s school buses, and Administrative/Grounds/Maintenance fleet and equipment (“Products”). The Products described more fully below in this RFP. It is anticipated that the delivery of the Products January 15, 2025, and would be completed by January 15, 2026.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit hard copy of the completed Appendix A - D. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **2024-PUR-022**. Proposals shall be delivered to:

Lisa Patrick, Purchasing Supervisor
Independence School District
2024-PUR-022
201 N. Forest Avenue
Independence, Missouri 64050

SEALED PROPOSALS FOR FURNISHING THE PRODUCTS AND SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 10:00 AM CST/CDT ON DECEMBER 20, 2024. Proposals submitted after that time and date will be rejected. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required products and services.

- C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (Appendix A, B, C & D):
- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
 - (2) If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
 - (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
 - (4) A description of Proposer's products which are being proposed.
 - (5) Proposer's total price for the Products, including any and all costs and expenses. Proposer shall submit a price list appropriately evidencing and itemizing Proposer's prices, including any applicable discounts. Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a

listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.

- a. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
- b. If the District awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any public-school district or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the greater Kansas City metropolitan trade area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this agreement).

Yes or No
(Optional: Circle only one)

(6) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.

(7) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.

- D. Proposers must provide a description or evidence of their experience and qualifications to provide the Products described in this RFP.
- E. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.
- F. Proposers must provide evidence or information as to their financial condition and stability.
- G. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided the products and services being proposed.
- H. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

3. PRE-BID MEETING

No pre-bid meeting is necessary. An addendum to the RFP will suffice for clarification purposes and will be posted via the District's RFP website link.

4. AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned, quality of Proposer's products, quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request

additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

5. RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

6. PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

7. COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

8. OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

9. RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

10. BID PRICING

Proposers are cautioned that the Products and Services must be furnished at the prices, fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

After the first year, the vendor may submit a price adjustment to the District based on a Manufacturer's Revised Published Price List. The request MUST contain a written notification from the manufacturer to the supplier or vendor of price increases. The Revised Published Price List or manufacturer's notification shall be submitted to the District at least thirty (30) calendar days prior to the effective date of the new price to be charged to the District. It shall be understood that such price adjustments shall not exceed the amount passed onto the supplier or vendor by the manufacturer. It shall be further understood that the District reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

The successful bidder(s) must agree to accept the District's Purchase Order or the District's Visa P-card for the work order. These purchases are tax exempt.

11. CONTRACT

The Independence School District Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received no later than January 3, 2025. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the Products described herein, the scope of services described herein and the contract provisions included herein. It is anticipated the contract term will commence on January 14, 2025 and continue through January 14, 2026.

12. BILLING AND PAYMENT

Invoices shall be submitted directly to the Independence School District via email at accounts payable@idschools.org or mailed to the District's Facilities Department at 201 N. Forest Avenue, Independence, MO 64050 and Transportation Department at 900 S. Powell Road, Independence, MO 64057. Each invoice should contain the District purchase order number, date of shipment, quantity, price and items(s) shipped. Invoices will not become due and payable until all times listed on the invoice are received complete.

Independence School District's payment terms are Net 45.

13. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability	\$ <u>1,000,000</u> per person per occurrence (Including Contractual Liability)
	\$ <u>1,000,000</u> property damage per occurrence
	\$ <u>1,000,000</u> aggregate all claims per occurrence
Workers' Compensation	As required by applicable law
Employer's Liability	\$ <u>1,000,000</u> per occurrence
Automotive Liability	\$ <u>1,000,000</u> per occurrence
Professional Errors and Omissions	\$ <u>1,000,000</u> per occurrence

14. TAXES

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

15. NO PARTICIPATION

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products or Services to be provided, as part of the projects contemplated by this RFP.

16. EXCEPTIONS

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

17. USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of the District and, when in tangible form, all copies of such information shall be returned to the District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by the District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketches, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

II. DESCRIPTION OF PRODUCTS AND SCOPE OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the Products and Services described herein. The District intends to contract with the successful Proposer to provide the Products and Services consistent with the terms of this RFP. While subject to final determination, the District anticipates that the successful Proposer will begin delivery of the Products and Services on or about January 15, 2025, and will complete delivery of the Products and Services on or about January 15, 2026.

The selected vendor shall provide; Diesel fuel delivery to existing tanks in two (2) locations, Unleaded Regular fuel delivery to existing tank in two (2) locations. Specifications referred to are minimum, therefore unless otherwise indicated by the bidder, the District will assume proposals meet or exceed all specifications.

DESCRIPTION OF PRODUCTS & SCOPE OF SERVICES:

1. Diesel Fuel Bulk Delivery (#2 Clear ULS):

Transportation Department (Tank):

Proposer shall deliver Diesel fuel to an existing District owned 20,000-gallon single underground fuel tank. UST monitoring system (Veeder-Root) exist to monitor tank levels. The tank shall be filled and maintained at reasonable levels based upon actual usage. The tank will be used to fuel 60 buses. The Transportation Department is located at 900 S. Powell Road, Independence, MO 64057. Contact Jeff Putnam at

(816) 521-5653 for a site visit. Deliver during regular business hours.

Facilities (Tank):

Proposer shall deliver Diesel fuel to a tank capacity of 560-gallon fuel tank at the Facilities Lot for the purpose of fueling tractors, dump trucks and lawn equipment. The Facilities Lot is located at 201 N. Forest Avenue, Independence, MO 64050. Contact Lisa Patrick (816) 521-5300 for a site visit. Deliver during regular business hours.

2. Unleaded Regular Fuel Bulk Delivery:

Transportation Department (Tank):

Proposer shall deliver Unleaded Regular fuel to an existing District owned 8,000-gallon single underground fuel tank. UST monitoring system (Veeder-Root) exist to monitor tank levels. The tank shall be filled and maintained at reasonable levels based upon actual usage. The tank will be used to fuel 6 vans and fleet vehicles. The Transportation Department is located at 900 S. Powell Road, Independence, MO 64057. Contact Jeff Putnam at (816) 521-5335 for a site visit. Deliver during regular business hours.

Facilities (Tank):

Proposer shall deliver Regular Unleaded fuel to a tank capacity of 2,000-gallon fuel tank at the Facilities Lot for the purpose of fueling approximately 35 trucks and lawn equipment. The Facilities Lot is located at 201 N. Forest Avenue, Independence, MO 64050. Contact Lisa Patrick (816) 521-5300 for a site visit. Deliver during regular business hours.

All deliveries are to be made freight paid, and must be accompanied with an invoice stating type, quantity, and price. Each location should be invoiced separately and invoices must be signed at time of delivery.

Deliveries are to be made, as products are required.

QUANTITY HISTORY: (YTD 2023, YTD 2024, Estimate 2025)

Transportation Department (Diesel Tank)			
	YTD 2023	YTD 11/2024	Estimate 2025
Gallons	98,882	72,110	85,000
Transportation Department (Regular Unleaded Tank)			
	YTD 2023	YTD 11/2024	Estimate 2025
Gallons	15,746	15,566	18,000
Facilities Department (Diesel Tank)			
	YTD 2023	YTD 11/2024	Estimate 2025
Gallons	1,951	1,405	1,900

Facilities Department (Regular Unleaded Tank)			
	YTD 2023	YTD 11/2024	Estimate 2025
Gallons	28,005	29,381	30,000
Total Estimate Diesel			86,900
Total Estimate Regular Unleaded			48,000

*Cold Season (November – April) the Diesel for the Transportation Department has in the past been spec to be sourced from the Buckeye hub in Sugar Creek. During the cold season, they monitor extended forecasts to determine if a #2/#1 diesel blend is required and, if so, what percentage will be needed.

Location Information:

Transportation Department	900 S. Powell Road, Independence, MO 64057	20,000 Gallon Diesel Tank underground 8,000 Gallon Regular Unleaded Tank underground
Facilities Department	201 N. Forest Avenue, Independence, MO 64050	560 Gallon Diesel Tank 2,000 Gallon Regular Unleaded Tank

III. CONTRACT TERMS AND CONDITIONS

INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. These terms and conditions also will be included in any purchase order(s) issued by the District. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about January 15, 2025 and complete the services as mutually agreed. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

WARRANTY ON PRODUCTS

Contractor warrants that all Products covered by this Agreement will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said materials or goods or by payment for them.

INSPECTION AND ACCEPTANCE

No Products received by the District pursuant to this Agreement shall be deemed accepted until the District has had reasonable opportunity to inspect said Products. All Products which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection, or at any later time if the defects contained in the Products were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement at the District's option. Such right to return defective Products shall not exclude any other legal, equitable or contractual remedies the District may have.

WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 2 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, workers' compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Workers' Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's Products and Services under this Agreement.
- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Products and Services.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 15 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Products delivered and accepted up to the date of termination. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

FORCE MAJEURE

In the event either party is unable, as a result of a Force Majeure Event, to perform Services as set forth in this Agreement, neither party shall have any liability under this Agreement with respect to one another. Neither party shall be liable to the other for any additional costs, expenses or damages arising out of the rescheduling or cancellation of the Services pursuant to this Section. "Force Majeure Event" means unforeseeable causes beyond the parties' control and without their fault or negligence, including but not limited to, governmental action or inaction, war, acts of God or of the public enemy, riots, fires, floods, earthquakes, pandemics, epidemics, coronavirus, COVID-19, or any other deadly and communicable virus or disease, quarantines, strikes, lockouts, freight embargoes, electrical outage, computer or communication failures.

INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Independence Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any

investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's Products, actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

FISCAL FUNDING

While the parties intend for the term of this Agreement to be one year, the term is subject to, and conditioned on, the appropriation, availability and budgeting of sufficient funds. For any fiscal year of the District during the term hereof, in the event that sufficient funds are not available to the District, are not able to be appropriated by the District or cannot be budgeted by the District for the services hereunder, the District shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Consultant prior to the beginning of any such fiscal year. The District shall use reasonable efforts to avoid termination of this Agreement based on lack of fiscal funding. In the event of any such termination, the District shall pay Consultant for the products received and the services performed up to the date of termination.

GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of Jackson, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of Jackson, Missouri.

REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Purchasing Coordinator and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the Products provided by Contractor and Services performed by Contractor and issues related to the Products and Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

ASSIGNMENT

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Products and Services.

CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Products and Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Products and Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

Contractor agrees that any employee acting on behalf of the contractor and performing duties on District property will adhere to District policies related to staff conduct, including but not limited to: banning the use of tobacco on District property, drug-free workplace and activities that could be viewed as unethical or a conflict of interest. Vendors whose staff will regularly enter school buildings will perform background screening on each staff member to ensure that they are not on a sexual offender or predator list. A complete list of District policies can be found at:

INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the providing of the Products, and in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Products and Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

NONDISCRIMINATION

The District actively follows a policy of nondiscrimination on the basis of age, race, color, religion, sex, national origin, sexual orientation, marital status, disability, and Vietnam-Era-veteran-status. The District also complies with the following laws and implementing regulations: Title VI and Title VII of the Civil Rights Act of 1964 regarding race, color, national origin, religious and sex discrimination; Title IX of the Education Amendments Act of 1972 regarding sex discrimination; the Americans with Disabilities Act, as amended by the ADA Amendments Act; the Missouri Human Rights Act; Section 504 of the Rehabilitation Act of 1973 regarding discrimination based on disabilities and handicaps; the Age Discrimination in Employment Act; the Missouri Anti-Discrimination Against Israel Act; and other state and federal laws and regulations. By entering into this Agreement, Contractor agrees to be bound by all aforementioned laws and regulations. Contractor shall also comply with all legal requirements of the Americans with Disabilities Act and the Missouri Human Rights Act regarding accessibility of facilities and programs, as may apply. Further, Contractor certifies that it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies authorized by, licensed by, or organized under the laws of the State of Israel; or companies, persons, or entities doing business in or with the State of Israel.

APPENDIX A
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 202__.

NOTARY PUBLIC

My commission expires:

APPENDIX B

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

APPENDIX C

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience:

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

APPENDIX D

BID PROPOSAL SUBMISSION FORM – Purchase of Diesel and Unleaded Fuel

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as a corporation, a partnership, an individual (circle one) to the Board of Education, School District of Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD Solid Waste, Recycling & Portable Restroom Services. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

APPENDIX D (continue)

RESPECTFULLY SUBMITTED:

Signature

Name (Please type or write clearly)

Company Name

Street

City, State, Zip Code

Title

Date

Telephone Number

Fax Number

Email address

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

APPENDIX D (Continue)
FUEL PRICING FORM

(Complete and return as part of your proposal)

<u>Item</u>	<u>#1 Diesel Cost Per Gallon</u>	<u>#2 Diesel Cost Per Gallon</u>	<u>Regular Unleaded Cost Per Gallon</u>
1) Distributors Cost per Gallon as of December 2, 2024			
2) Winter Additive cost per Gallon (Nov - April)			
3) Cost of Freight per Gallon			
4) Proposed Markup to Independence School District			
5) Taxes per Gallon (if applicable- Use current state fuel tax rate)			
6) Total cost per Bulk Gallon (total 1-5 as applicable)			
A. Basis of fuel price per Gallon (ex. DTN Rack Ave)			

Additional Charges Not Included Above \$ _____

Company Name: _____

Company Representative's Name: _____ **Title:** _____

Company Representative's E-Mail: _____ **Phone:** _____

Authorized Signature: _____ **Date:** _____

Exhibit A Scope

Specifications:

For bid purposes, bidders will indicate a markup per gallon by fuel type to be added to the OPIS published Low price for the Independence Area Wholesale Suppliers. This markup per gallon will include any freight cost and the .27 cent state tax until June 20, 2025 and .295 starting July 1, 2025 the School District is required to pay. The District is exempt from Federal Fuel Taxes, do not include them in this bid. Note: The District will pay the most recent OPIS published low price for the fuel received plus the listed mark-up per gallon.

The successful bidder will be required to meet the following:

Specifications	Diesel Fuel No. 1	Diesel Fuel No. 2
Gravity, API	42.8	34.6
BTU/Gal., Gross	134,200	139,100
Sulfur, Total	15 ppm ULSD	15 ppm ULSD
Flash Point Fahrenheit Degree	142	185
Cetane No. (index)	-52	-41.5

- Gasoline must meet the minimum rating of 87 octane, be 7.0 or 9.0 RVP by law depending on time of year, and may be up to 10% ethanol, if it is cheaper than standard unleaded at time of purchase. Must have detergent additive.
- Fuel deliveries will be made on an “as needed” basis to the Transportation Department located at 900 S. Powell Road, Independence, MO 64057 and Facilities Department located at 201 N. Forest Avenue, Independence, MO 64050. Vendor will be notified of need of delivery by 5pm and fuel must be delivered no later than 5pm the following day.
- The District will contact the successful vendor for a price, then a PO will be issued and the order will be placed. Then the invoice is received, it will be verified with the bill of lading, by the department and sent to Business Services for payment. Standard payment terms by the District are net 30.
- The amount of fuel delivered must be substantiated by meter reading and verified by the employee signing the bill of lading and a copy shall be given to the District employee.
- The OPIS published price for fuel, of all wholesale suppliers in the Lee’s Summit Area, will be furnished to the District with each invoice.
- An annual report of all fuel purchases shall be submitted to the Independence School District. The quantities indicated herein are estimated and shall be used to evaluate the bid only. The quantities purchased will be those actually required by the Lee’s Summit School District to operate its fleet of vehicles and equipment.

- **Estimated Annual Usage:**
Lead Free 48,000 gallons
#1 and #2 Diesel 86,900 gallons

- **The Transpiration Department has 1 – 20,000-gallon underground diesel tank and 1 – 8,000 gallon underground unleaded tank. #1 diesel and #2 diesel are blended in winter months as requested by the District. The Facilities Department has 1 - 560 gallon diesel tank and 1 – 2,000 regular unleaded tank.**